

RE-BID SPECIFICATIONS

LICENSE TO FARM A PORTION OF TOWNSHIP OWNED PROPERTY LOCATED AT 93 AIRPORT ROAD, GREEN TOWNSHIP, NEW JERSEY

BID OPENING DATE: April 12, 2024

TIME: 11:00 am

TOWNSHIP OF GREEN
SUSSEX COUNTY
NEW JERSEY

MAYOR

Margaret (Peg) Phillips

TOWNSHIP COMMITTEE MEMBERS

James DeYoung

Bader Qarmout

Virginia (Ginnie) Raffay

Michael Rose

TOWNSHIP CLERK

Mark Zschack

NOTICE OF SOLICITATION

NOTICE IS HEREBY GIVEN that quotations will be received by the Township Clerk/Administrator of the Township of Green on Friday, April 12, 2024, at 11:00 a.m. local prevailing time at the Municipal Building, 150 Kennedy Road, Tranquility, New Jersey, 07879 for:

**TO FARM AND SERVE AS A STEWARD OF A PORTION OF TOWNSHIP OWNED
PROPERTY
LOCATED AT 93 AIRPORT ROAD, GREEN TOWNSHIP, NEW JERSEY**

PROJECT DESCRIPTION

The Township is accepting quotations for farming and serving as a steward of a portion of the Township owned property located at 93 Airport Road. The Township Committee anticipates awarding the bid to the bidder that is best qualified to fully address the Scope of Work. The Township Committee reserves the right to reject all quotations, and to waive all minor deficiencies, technicalities and informalities.

Scope of Work may be reviewed and obtained at the Municipal Building during regular business hours 8:30 a.m. to 4:30 p.m. Any notices of addendums or cancellation and postponements may be found at www.greentwp.com under current bidding opportunities. Questions shall be submitted in writing to clerkadmin@greentwp.com.

The quotation package will be provided free of charge via email or a paper copy may be obtained at the Municipal Building upon payment of a copy charge at the per page rate for copies charged by the Township.

If applicable, bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Quotations must be in a sealed envelope, bearing the name and address of the bidder **and** the name of the project. This information must be on the **outside** of the envelope and addressed to the Clerk/Administrator in the following format:

Title: - "Quotation-TO FARM AND SERVE AS A STEWARD OF A PORTION OF TOWNSHIP OWNED PROPERTY LOCATED AT 93 AIRPORT ROAD, GREEN TOWNSHIP, NEW JERSEY"

If the quotation is sent by overnight or express mail, the above designation SHALL also appear on the outside of the courier company envelope.

All quotations received not complying with these requirements SHALL not be opened and returned to sender marked "Unresponsive".

Mark Zschack, RMC, Township Clerk/Administrator

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PROPOSAL FORM

The undersigned declares that they have read the included Notice, Instructions, Affidavits and Scope of Services, that they have determined the conditions affecting the proposal are acceptable and, if this proposal is accepted, the bidder will execute the Farm License Agreement and comply with its terms and conditions.

Please provide the name and address of Bidder:

NOTE: In responding to these questions, you may attach additional sheets as necessary. Please be sure to **CLEARLY** reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.

1. Is Bidder willing and able to perform all of the scope of services set forth in the bid specifications and fully comply with the Farm License Agreement?

Yes No

2. If the answer to question 1 is “No”, then please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide?

3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services including specific experience with the Township to whom this submission is being sent (or with similar municipalities and/or property owners).

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4. (OPTIONAL) ADDITIONAL MATERIAL. Please include any other material you may feel the Township should consider in reviewing your proposal.

5. In completing and submitting this Proposal Form the individual or in the case of an entity, the authorized party has thoroughly read all pages of the Township's bid specifications package, pages 1-35, and has submitted any questions or concerns that it has with the bid specifications to the Township.

I certify that I am the person named below or in the case of an entity, I am a duly authorized representative of the entity named below and am authorized and empowered to sign this Proposal Form and by signing below the bidder agrees to execute the Farm License Agreement and perform under the Farm License Agreement as set forth in the bid specifications in accordance with this Proposal Form and the terms of the solicitation and submission materials contained within the bid specifications.

I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

_____	_____
Business Name	
_____	_____
Address	
_____	_____
Authorized Agent (Print Name)	Title of Authorized Agent
_____	_____
Telephone Number	Email Address

Fax Number	
_____	_____
Print Name	Signature

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SEALED RESPONSES

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements, all Bids are to be submitted on the forms provided within the bid specifications package prepared by the Township of Green. The forms include:

- a. The "Proposal Form" signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
- b. A signed and notarized "Non-Collusion Affidavit."
- c. A signed "Disclosure of Ownership form".
- d. All other forms as indicated in the "Checklist of Required Documents"

In addition, if an entity is the bidder, such bidder shall provide its current "NJ Business Registration Certificate". Information on this certificate can be obtained on the web at <http://www.state.nj.us/treasury/revenue/busregcert.htm> and such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

SUBMISSION DEADLINE

Sealed responses must be received in the Township of Green, Attn: Township Clerk/Administrator, 150 Kennedy Road, Tranquility, New Jersey 07879 on or before the date and time ("due date" set forth in the notice (also referred to as the "submission deadline"). The Township of Green Township Clerk/Administrator and/or his designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders.

The Township of Green reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Township of Green.

APPLICANT TERMS AND CONDITIONS

Bids will be evaluated by the Township Clerk/Administrator on the basis of the most advantageous, price and other factors considered but not limited to the following:

- Knowledge and experience as requested in the Scope of Work requested.
- Applicant must respond to Township inquiries within 24 hours.
- Other factors that may reasonably impact the Township
- Amount of monetary compensation offered to the Township

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CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked, **SHALL** result in your solicitation being disqualified. These are **MANDATORY** requirements of this package:

		<u>Initials</u>
Checklist of Required Documents, signed below	✓	_____
Proposal Forms	✓	_____
Acknowledgement of Addenda (as applicable)	✓	_____
Pay to Play Advisory	✓	_____
Americans With Disabilities Act	✓	_____
Disclosure of Ownership	✓	_____
Responsible Bidder Certification	✓	_____
Disclosure of Investment Activities in Iran	✓	_____
Affidavit of Non-Collusion	✓	_____

Failure to provide the following items, as checked, **MAY** result in your solicitation being disqualified or a request for clarification issued. These items are **REQUESTED** of this package:

		<u>Initials</u>
Responsible Bidder Checklist	✓	_____
Taxpayer Identification (W-9)	✓	_____
Responsibility Acknowledgement (Post Contract Award)	✓	_____

PRIOR to award of the contract the following items, as checked, will be required:

		<u>Initials</u>
Public Works Bidder Certification (if applicable)		_____
Business Registration Certificate(s)	✓	_____

AFTER award of the contract the following items, as checked, will be required:

		<u>Initials</u>
Signed Farm License Agreement	✓	_____
Proof of Insurance	✓	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PACKAGE.

COMPANY / BIDDER'S NAME	AUTHORIZED SIGNATURE
DATE	NAME (PRINT) TITLE

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ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Documents Form

The undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the BID advertisement, specifications or BID documents. By indicating date of receipt, applicant acknowledges the submitted BID takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a BID may be subject for rejection of the proposal.

NOTE

Clarifications issued in response to Q&A are *NOT* considered addenda as they do not substantially change the documents, and *NOT* required to be reported on this form

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

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PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions, please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

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AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disabilities

The Bidder and the Township of Green do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Bidder agrees that the performance shall be in strict compliance with the ADA. In the event that the Bidder, its agents, servants, employees or sub-Bidders violate or are alleged to have violated the ADA during the performance of this contract, the Bidder shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Bidder shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Bidder shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Bidder agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Bidder shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Bidder along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Bidder every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Bidder pursuant to this contract will not relieve the Bidder of the obligation to comply with the ADA and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Bidder, its agents, servants, employees and sub-Bidders for any claim which may arise out of their performance of this agreement. Furthermore, the Bidder expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Bidder's obligations assumed in this agreement, nor shall they be construed to relieve the Bidder from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Initials _____

DISCLOSURE OF OWNERSHIP

N.J.S.A. 52:25-24.2

Bidder's Statement of Experience and Financial Condition Disclosure of Ownership N.J.S.A. 52:25-24.2

Failure to submit the required information is cause for automatic rejection.

Check One

- I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.
- I certify that no one owner owns an interest of 10% or more in the Applicant.

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

- Limited Partnership Corporation (for-profit) Limited Liability Company
- Limited Liability Partnership Corporation(non-profit) Sole Proprietorship
- Partnership Other _____

Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: _____ Where Incorporated: _____

Tax ID Number: _____ Date Business Formed: _____

Has there been any change in control of the company within the past two years? (If yes, explain on separate signed page.) Yes No

Is the company or its owners connected with other companies as a subsidiary, parent, holding or affiliate Yes No

If yes, please list the names of said companies and the relationship with the Applicant:

Business Information:

Street Address City State Zip

Telephone # Fax# Email

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- Business Registration Certificate Yes No
- Affirmative Action Certificate (AA302) Yes No
- Minority or Women Owned Business Yes No
- Insurance Certificate showing **current** Liability Limits and Workers Comp Yes No

Has the ***firm and/or its executive officers and/or owners*** ever Registered for Public Works (PWCR) with the New Jersey Department of Labor and Workforce Development under a different name or different certificate number? Yes, List Below No

Has the ***firm and/or its executive officers and/or owners*** ever been granted a license in New Jersey under a different name or different Business Registration Certificate (BRC) number? Yes, List Below No

If yes, list all name(s) and license number(s), attach additional sheets if necessary:

Listed below are the names and addresses of all owners who own an interest of 10% or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S.A. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

Name	Address	Shared (%) Owned

CONTINUED ON ADDITIONAL SHEET (IF NECESSARY): YES NO

Corporate Officers, Partners, Proprietor, Owners, Supervisors: not listed above who have decision making capability, not necessarily those who own more than 10% who will be in charge of project being bid.

Name	Position	Years w/Firm	% of Ownership

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I/We hereby allow Township of Green to contact the government agencies enclosed to discuss my work performed under another agencies contract.

Signed: _____

Name/Title: _____

Date: _____

Company / Bidder's Name

Authorized Signature

Date

Name (print) Title

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RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must be included with the bid and must be fully completed, signed by at least one general partner, member, owner, or officer authorized to legally obligate the Applicant and notarized.

The Bidder recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the Township to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this Bid is entirely within his/her control.

DECLARATION

I, _____ am the
(print name)

(title) of Applicant.

I certify that I have read and understood the questions contained in the attached Bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Bid is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Bid may result in non-award of contract. I authorize the Township to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Township.

Print Name

Signature

Sworn and subscribed to before me on

this _____ day of
_____, 20____

Signature of Notary

Notary seal

Notary Print Name

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Bidder/Company Name: _____

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. **Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

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AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

2. The name of the within bidder is _____

3. I execute the said BID on behalf of the applicant with full authority to do so.
4. The bidder has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of fair and open process in connection with the contract.
5. All statements contained in the Bid Proposal and related documents and in this Affidavit are true and correct and were made with the full knowledge that the Township of Green, County of Sussex, its officers and employees, rely on the truth of the statements therein made in awarding the bid.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Print Name

Signature of Bidder

Sworn and subscribed to before me on

this _____ day of
_____, 20____

Signature of Notary

Notary seal

Print Name

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RESPONSIBLE BIDDER'S CHECKLIST

The following are screening statements which shall be used to determine whether or not a prospective applicant is responsible to enter into a contract with the Township of Green.

Refusal to answer or omission of response to any question in this checklist shall be considered a fatal flaw and shall result in disqualification of the Bidder.

*A **YES** answer to any statement below shall require the bidder to explain that answer to the Township Clerk/Administrator and/or his designated representative prior to award of contract. A written response may be requested as well.*

1. In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a government contract (local, state or federal), or the bidding or performance of a government contract? Yes No
2. In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the owner) or has your insurance had a claim placed against it? Yes No
3. At the time of submitting this Bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public contract, or perform as a sub-Bidder on a public contract? Yes No
4. Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? Yes No
5. In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts? Yes No
6. In the last 10 years have you or your firm been held as a defendant by a government entity for failure to perform services Yes No

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TAXPAYER IDENTIFICATION

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number : : : : : :
	or
	Employer identification number : : :

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Township within 10 days after receiving a Notice to Award by the Township Clerk/Administrator and/or the Clerk/Administrator on the above-named project.

Certification of Insurance

- In accordance with Township requirements for “Insurance”

Signed Contracts

- Signed Farm License Agreement to be provided to the Township within twenty (20) days from the Township Council’s adoption of a resolution awarding the bid.

Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

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GENERAL INFORMATION FOR BIDDERS

DEFINITIONS

Addenda - Published written instructions issued to Bidders prior to receipt of Bids: These become part of the Contract at time of execution, Addenda receipt's having been acknowledged by Bidder on his Forms.

Clarification – Written response to bidder questions that do not substantially change the specifications or their intent. Written Clarifications are not formal and will be distributed to all plan holders through the most expeditious means possible; email, fax, etc. Written clarifications DO NOT need to be acknowledged by the bidder on the forms.

Contract or Farm License Agreement - The Farm License Agreement and all documents referenced in that document.

Bidder – An individual or business entity submitting a bid for the project referenced in the bid specifications.

Key Person - Shall mean the Owner, Partner, Member, Corporate Officer, and/or any other individual who would be making decisions on a contracted project.

Owner - Township of Green, 150 Kennedy Road, Tranquility, New Jersey 07879.

Owners Representative - Shall mean the Township Clerk/Administrator or his/her designee.

Clerk/Administrator - means the individual duly assigned the authority and responsibility, by the Township Council for the Township Clerk and Administrator positions

Responsible - means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.

Responsive - means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.

Supplier - A person, partnership, firm, or corporation, or other legal entity supplying equipment and materials and/or only labor for work under separate contract or agreement with the Bidder and for which that Bidder is solely responsible.

Work - Includes all services, materials and equipment to be performed under the Contract.

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RESPONSIBLE BIDDER INFORMATION

A person who is knowledgeable and duly authorized to attest to the past and present operations of the bidder and its policies must complete the bid. All questions must be answered. Disclaimers, general statements with global qualifications, or notations of “Not Applicable” are not acceptable. Any pages containing supplemental information, and other documentation which the bidder submits to ensure full disclosure, shall be attached to the Bid.

The Bidder must provide current, accurate, and complete information. Incomplete or inaccurate documentation shall result in a non-curable defect in the documents. The Township reserves the right to verify the information submitted by the bidder, in any related documents, or by supplemental information or data as necessary. If it is determined that false or misleading information or data was submitted in conjunction with the Application, the Township shall consider the bid fatal and deny award.

RECEIPT OF BIDS

1. Bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
2. Each bid shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Clerk/Administrator bearing the name and address of the bidder on the outside, and clearly marked "BIDS" with the name of the item(s) and contract number being bid.
3. It is the Bidder's responsibility to see that Bids are presented to the Township Clerk/Administrator at the time and place designated. Bids may be hand delivered or mailed; however, it is bidder's responsibility for the delivery of the bid. Bids received after the designated time and date will not be considered.
4. The Township reserves the right to postpone the date for opening of Bids and will give written notice of any such postponement to each prospective bidder as required by law.

BID FORM

Bids must be submitted on the "Proposal Form" included in the bid package. All blank spaces must be filled in. All Bids shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert “N/A” in the blanks if “not applicable”. Bids showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. If there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

SIGNATURE ON BID FORM

If the bidder is an individual, the bid must be signed by the individual. If the bidder is not an individual, the bid must be signed by a person authorized to sign on behalf of the bidder.

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QUESTIONS/CHALLENGES REGARDING PLANS AND SPECIFICATIONS

Should any bidder be in doubt as to the intent of the plans and/or specifications, they should immediately notify the Clerk/Administrator, *in writing*, who will then send written addenda to all bidders covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Township Clerk/Administrator no later than three (3) business days prior to the bid opening date. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

INTERPRETATIONS AND ADDENDA

1. The bidder is responsible for understanding all of the bid documents that have been provided by the Township.
2. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing, to the Clerk/Administrator. If the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
3. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township Clerk/Administrator. In order to be given consideration, written requests for interpretation must be received at least ten (10) calendar days prior to the date fixed for the opening of the Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders in accordance with statute. All addenda so issued shall become part of the contract documents, and shall be acknowledge by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

EQUAL OR TIE BIDS

The Township of Green reserves the right to award the project, in its discretion, to any of the tie bidders that serve the best interest of the Township.

WITHDRAWING A BID

A written request for the withdrawal of a bid will be granted if the request is received by the Township Clerk/Administrator prior to the specified time of the bid opening. A bid cannot be withdrawn after the time set for receiving Bids, nor can any changes in price or other details be made by letter, telefax, electronic mail or verbal statement.

REJECTION OF BIDS

The Township reserves the right to reject Bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township. Bids shall be rejected in accordance with the Checklist of Required Documents.

NOTIFICATION OF AWARD

1. Upon adoption of a Township Committee Resolution awarding the contract, the Township Clerk/Administrator will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (20) days of the date of the award of the contract, the successful bidder shall return three (3) sets of the contract documents to the Clerk/Administrator with a proper

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insurance certificates. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will be returned to the successful bidder by the Township. No Resolution of Award will become binding on the Township before the contract documents have been executed by the Mayor and Municipal Clerk.
3. Should the successful bidder fail to execute the contract within ten (10) days of notification of award, the Township will be free to award the contract to another bidder, and the Township will have the right to proceed against the bid bond.

ASSIGNING THE CONTRACT

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township, which may be denied in the Township's sole discretion.

TERMINATION OF CONTRACT

1. **DEFAULT**: Non-performance of the Bidder in terms of specifications shall be a basis for termination of the contract by the Township. The Township may also terminate in accordance with the provisions of Paragraph 4, below.
2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE**: The Township may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Bidder.
3. **TERMINATION FOR DEFAULT**: If the Bidder fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, after the Township has determined the Bidder has failed to remedy the problem after being forewarned.
4. **TERMINATION BY THE TOWNSHIP**: If the Bidder should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate the contract immediately. If the Bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or fail to meet any other provisions of this contract, the Township shall give the Bidder fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Bidder shall be allowed seven (7) calendar days to cure such deficiencies.

FAMILIARITY WITH THE PROJECT AND SITE

In signing the contract, the Bidder acknowledges that they have examined the site to be licensed and that on the basis of their own investigation, are satisfied as to the nature and location of the property, including any special conditions, has made note of the character of the surface, equipment and facilities needed prior to

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and during the prosecution of the work, all federal, state, county and township laws, ordinances, regulations, particularly those relating to labor, rates of wage, construction methods and all other matters which can affect the work or cost under these contract documents.

It is the Bidder's responsibility to estimate properly the difficulty or cost of successfully performing the work, and any failure on their part to acquaint themselves with all available information concerning these conditions will not relieve him the bidder from that responsibility. The Bidder assumes all risks regarding the accuracy of such information as he may obtain, regardless of the source.

INSURANCE

The Bidder will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The insurance required shall be maintained in full force and in effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township.

1. Workers' Compensation Insurance: The Bidder shall procure and maintain during the life of the contract Workers' Compensation Insurance for all employees to be engaged in work on the project.
2. Bidder's Liability and Property Damage Insurance: Commercial General Liability insurance coverage, written on an occurrence basis must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than \$1,000,000 .00 per occurrence.
3. Bidder's Automobile Liability and Property Damage Insurance: The Bidder shall procure and shall maintain during the life of the Contract Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death and property damage. The Bidder shall also carry insurance in the same amounts stipulated above on all vehicles not owned by bidder, but which are used in connection with the work being performed under the Contract.
4. Proof of Insurance: The Bidder shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty (30) days' notice to the Township by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referred to the Township and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Township. The policies shall include waiver of rights of subrogation. Bidder shall carry, during the life of the contract and any extension thereof. Bidder's liability insurance (commercial general liability and automobile, shall be primary over any insurance maintained by the Township.

ACCIDENTS, INJURIES, DAMAGES

1. When entering the property and while performing any work at the property, the Bidder hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient

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precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be bidder's sole responsibility.

2. The Bidder further covenants and agrees to indemnify and save harmless the Township from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Township regulation, ordinance or the laws of the State, or the United States.
3. Bidder Assumes Absolute Liability: The liability of the Bidder hereunder, for all injuries to persons or damages to persons or damages to property, is absolute and is not dependent upon any question of negligence on bidder's part or on the part of bidder's agents, servants or employees.

TOWNSHIP CLERK/ADMINISTRATOR CONTROL

The Township Clerk/Administrator shall retain complete control over the bid process and bid documents. The enumeration in the contract documents of particular instances in which the opinion, judgment or direction of the Township shall control the work, or which work shall be performed to the satisfaction, approval or inspection of the Township, shall not imply that only matters similar to those enumerated shall be so governed and performed under the control of the Township. Without exception, all work under the contract documents shall be under the direct control and authority of the Township.

PERMITS

The Bidder shall take out all necessary permits at his own expense and pay charges incidental to the due and lawful prosecution of the work covered by the Contract.

INTOXICATING BEVERAGES

The Bidder shall not sell, permit nor suffer the introduction or use of intoxicating beverages upon or about the work embraced in this contract.

COMPLIANCE WITH LAWS

The Bidder shall keep itself fully informed of, and observe and comply with, all state, national and municipal laws in any manner affecting those engaged or employed in the work or the materials used in the work and of all such orders and decrees for bodies having any jurisdiction or authority over the same.

If any discrepancy is discovered in the specifications in relation to any such law, ordinance, regulation, order or decree, the Bidder shall notify the Township in writing. The Bidder shall protect and indemnify the Township, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree whether by himself or his employees or sub-Bidders.

AFFIDAVIT OF NON-COLLUSION

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

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NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

If requested by the Township, each Bidder 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:

1. A photocopy of a valid letter that the Bidder is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **or**
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **or**
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Bidder in accordance with N.J.A.C. 17:27-4.

WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to assure that every container bears a proper label. Further, all applicable Material Safety Data Sheets (MSDS), also known as hazardous substance fact sheet, must be furnished to the Township.

STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any Township contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten per cent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

If during the life of the contract, the Bidder disposes of his/her/its business concern by acquisition, merger, sale and/or transfer or by any means convey those interest(s) to another party, all obligations pursuant to this contract are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

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INDEMNIFICATION

The Bidder agrees to indemnify and save harmless the Township of Green, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character; or on account of any act, claim or amount, including but not limited to those arising out of or involving Bidder's acts or omissions, as well as those arising or recovered under Workers' Compensation law, or arising out of failure of the Bidder or those acting under Bidder to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnities, be indemnified against all liability, loss or damage of any nature whatever.

POLITICAL CONTRIBUTIONS

Starting in January 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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SCOPE OF WORK

Bidders are submitting proposals to farm the portion of the Township's property located at 93 Airport Road, as designated in the attached Exhibit A. **The term of this Agreement is for one (1) year, subject to early termination upon thirty (30) days' written notice.** Please note that the Township's termination right of thirty days' written notice must be taken into consideration when deciding on crops.

This bid is for crop farming only and there shall be no farm animals kept on or at the property.

Each Bidder is required to provide its plan for the type of farming that it proposes to be performed at the property, including the type of crops that it will plant, including but not limited to, alfalfa, corn, soybeans and cover crops. A key component that will be considered in evaluating bids is the Bidder's ability to be a competent and good steward of the land and undertake farm practices that minimize any adverse or negative impact on the land, including, but not limited to, environmental matters.

Bidders are also required to perform the following tasks:

- Plow, disc and remove rocks in excess of five (5) pounds from the fields.
- Trim back all tree branches and brush that overhangs over the fields.
- At least 50% of the products grown must be used for local animal feed, with local being defined as Sussex and Warren County, New Jersey.
- Farm the property in a manner that minimizes erosion.

FARM LICENSE AGREEMENT

THIS FARM LICENSE AGREEMENT ("Agreement") is made on _____, 2024 and shall expire on _____, 2025, unless sooner terminated.

BETWEEN

Township of Green, a Municipal Corporation of the State of New Jersey, whose address is 150 Kennedy Road, Tranquility, New Jersey 07879, referred to as "Green".

AND

Lessee to be named
Referred to as "Farmer".

NOW THEREFORE, the parties agree as follows:

1. **Farm Property**. Subject to the terms and conditions contained within this Agreement, Green hereby grants to Farmer the revocable right to use the following described property for crop farming purposes as described within this Agreement:
 - a. The property shown on Exhibit A that is outlined in red, which is a portion of the property owned by Green, located at 93 Airport Road (Block 19, Lots 15 & 15.01 and Block 32, Lot 1) (the "Farm Property"), is to be farmed in accordance with this Agreement.
 - b. Green may, at any time upon thirty (30) day's written notice, exclude the Farmer from using all or any part of the Farm Property, or terminate this Agreement. In the event that Green excludes Farmer from using a portion of the property, the remaining property shall constitute the "Farm Property". The property is subject to an existing Ground Lease Agreement, dated February 1, 2021, for the potential development of a solar facility comprising approximately 31 acres in the northern area of the Property. The Township, as set forth herein, may terminate this agreement by providing the Farmer thirty (30) days written notice for any reason, including the proposed solar development, which termination would be thirty (30) days following written notice, with no further access granted to Farmer thirty (30) days after the written notice. In the event that the Farmer fails or refuses to vacate the Farm Property, the Farmer shall be responsible for paying all of Green's reasonable attorneys' fees and costs in enforcing this Agreement. Farmer acknowledges and agrees that Green's right to terminate this Agreement as a material confirmation for the Township entering into this Agreement.

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- c. Buildings are not included in this Agreement, and as such Farmer has no right to use any buildings.
2. **Term.** The term of this Agreement is for one (1) year, beginning on _____, 2022 and ending on _____, 2023, unless sooner terminated.
3. **Use.** The Farm Property is to be used and occupied for no other purpose than crop farming, for Farmer's use only. Farmer shall not, and will not allow others to, occupy or use the Farm Property or any part thereof for any purposes, nor for any purpose deemed unlawful, disreputable, or extra hazardous on account of fire or other casualty. There shall be no right of public access to the Farm Property. Farmer shall steward the Farm Property as detailed in Exhibit B and plant the crops listed in Exhibit B, based on the schedule contained in that Exhibit and shall rotate the crops as also reflected in Exhibit B, unless Green agrees in writing to a modification of that Exhibit.

Farmer shall also:

- Plow, disc and remove rocks in excess of five (5) pounds from the fields.
 - Trim back all tree branches and brush that overhangs over the fields.
 - At least 50% of the products grown must be used for local animal feed, with local being defined as Sussex and Warren County, New Jersey.
 - Farm the property in a manner that minimizes erosion.
4. **Commencement of Farming.** Farmer shall promptly commence farming operations on the Farm Property upon execution of this Agreement by all parties. A suitable crop or crops may be planted during 2024, but no later than May 1, 2024, and the Township Clerk's office must be made aware of the crop in writing on or before this date. Farmer shall take into consideration Green's termination rights in determining the crops that it may plant.
5. **Good Farm Management Policies.** Farmer shall use good farm management practices adopted by the State of New Jersey Agriculture Development Committee, including control of wildlife, but wildlife control shall only be undertaken if approved in advance and in writing by the Green Township Committee in their sole discretion and if approved only to the extent necessary to reduce crop loss. Farmer shall preserve, protect and guard the Farm Property from any unlawful use, environmental violation or damage.

If the Township Committee authorizes wildlife control, Farmer shall report to the Green Township Clerk the type and total number of wildlife harvested on a monthly basis.

6. **Maintenance of the Farm Property.** Farmer shall keep the Farm Property free of general litter and debris and shall, at its own expense, pick up and remove all litter and debris produced as a result of the farming operations. Farmer shall prohibit illegal dumping and shall be responsible if any illegal dumping or other unlawful activity occurs on the Farm Property. Farmer shall mow at least once per quarter all unfarmed sections of the Farm Property in order to keep back overgrowth. Farmer shall not store or permit the storing of any inoperable equipment

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or vehicles, junk, garbage or similar materials on or at the Farm Property at any time, violation of this prohibition shall serve as the basis for immediate termination of this Agreement, and Farmer shall be solely responsible for all costs and expenses incurred in removing such items.

7. **Pesticides, Etc. Pesticides.** Fertilizers and other chemicals shall be applied to the Farm Property only under the supervision and control of a person holding a current New Jersey Department of Environmental Protection Certified private or commercial Applicator Registration License, as well as all other licenses and permits required by applicable law. However, no such fertilizer or chemicals shall be used without the prior written approval of Green. A minimum of thirty (30) days' notice shall be given to Green, to the attention of the Clerk/Administrator, before any application of pesticides or fertilizers. Only pesticides, fertilizers and other chemicals approved by the appropriate governmental authority shall be applied, and a record of the type and amount of all such pesticides, fertilizers and chemicals used on the Farm Property shall be maintained by Farmer and submitted to Green on or before the last day of each month. Pesticide applications may only be made by licensed pesticide applicators, and all pesticide applications shall be done with ground type equipment. No aerial spraying of pesticides or other chemicals shall be permitted.
8. **Environmental Compliance.** At all times during the term of this Agreement, Farmer shall fully and at its own expense comply with all federal, state, county and municipal, laws, statutes, ordinances, rules, requirements, resolutions, regulations, codes, and directives involving hazardous materials and the protection of the environment. This paragraph shall survive the termination or expiration of this Agreement.
9. **Costs.** Farmer shall be solely responsible for the cost of all farming operations. All equipment, supplies and debris related to the farming operations shall be removed from the Farm Property by Farmer at its expense prior to the expiration or termination of this Agreement. Nothing herein shall prohibit or restrict Green, its officers, employees, authorized agents or representatives, from accessing or entering the Farm Property for purposes of performing any engineering, soil, water or other testing or evaluation, any site inspection, or for any other purpose, provided, however, that Green, its authorized agents or representatives shall exercise ordinary care and caution in accessing or entering the Farm Property so as not to interfere with the farming operations conducted by Farmer.

Farmer shall not charge Green anything for Farmer's use of the Farm Property.
10. **Repairs and Care.** Farmer has examined the Farm Property and has entered into this Agreement without any representation on the part of Green as to the condition thereof. Farmer shall take good care of the Farm Property and shall at Farmer's own cost and expense, or with the proceeds of Farmer's insurance, make all repairs, and shall maintain the Farm Property in good condition and state of repair, and at the end or other expiration of the Term and each Extended Term, shall deliver up the Farm Property in good order and condition.
11. **Signs.** Farmer shall not place nor allow to be placed any signs, upon, in or about the Farm Property, except as may be consented to by Green in writing and in its sole discretion.

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12. **Compliance with Laws, etc.** Farmer shall promptly comply with all federal, state, county and municipal, laws, statutes, ordinances, resolutions rules, regulations, codes, requirements and directives of all governmental or public authorities and of all their subdivisions, applicable to and affecting the Farm Property, its use and occupancy, at Farmer's own cost and expense.
13. **Assignment and Sub-lease.** Farmer shall not assign nor sublease the Farm Property or any part thereof.
14. **Insurance.** Farmer, at Farmer's own cost and expense, shall maintain and keep in full force for the benefit of Green, during the Term the following insurance:
 - a. **Workers' Compensation Insurance:** Workers' Compensation Insurance for all employees to be engaged in work on or at the Farm Property, in an amount not less than the statutory minimum regarding within the State of New Jersey.
 - b. **Commercial General Liability Insurance:** Commercial General Liability insurance coverage, providing insurance covering at a minimum personal injury, death and property damage written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than \$1,000,000.00 per occurrence.
 - c. **Automobile Liability Insurance:** Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death and property damage. The Farmer shall also carry insurance in the same amounts stipulated above on all vehicles not owned by bidder, but which are used in connection with the work being performed under the Contract.
 - d. **Proof of Insurance:** The Farmer shall furnish the Township with satisfactory proof of the required insurance by submitting acceptable certificates of insurance or the original insurance policies and endorsements or properly executed conformed copies. Each insurance policy and endorsement shall contain an undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty (30) days' notice to the Green by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referring to Green and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of this Agreement. All insurance required by this Agreement shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to Green. The policies shall include waiver of rights of subrogation. Farmer shall continue to provide proof of insurance for all new or renewal policies during the term of this Agreement. Bidder's liability insurance (commercial general liability and automobile), shall be primary over any insurance maintained by the Township.
15. **Indemnification.** Farmer shall indemnify, defend and hold harmless Green, its governing body members, officer, employees and agent from and for any and all damages, payments, expenses, costs, attorney fees and from and for any and all claims, damages, and liability for losses or

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damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by Farmer, its agents, employees, Farmers, invitees, and each of their heirs, assignees and successors, or for any cause or reason whatsoever arising out of or by reason of the presence, occupancy or business of Farmer on or at the Farm Property.

16. **Reimbursement of Green.** If Farmer shall fail or refuse to comply with any of the terms and conditions of this Agreement, Green may carry out and perform such conditions at the cost and expense of Farmer, which amounts shall be payable on demand to Green. This remedy shall be in addition to such other remedies as Green may have by reason of the breach by Farmer of any of the terms and conditions of this Agreement.
17. **Inspection and Repair.** Farmer agrees that Green and Green's governing body members, officers, agents, employees and other representatives, shall have the right to enter the Farm Property or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed or construed to create an obligation on the part of Green to make such inspection or repairs.
18. **Remedies upon Farmer's Default.** If there should occur any default on the part of Farmer in the performance of any conditions and covenants herein contained, or if during the Term, the Farm Property or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should Farmer be evicted, Green, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, terminate this Agreement and retake possession without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Farm Property. Farmer shall remain liable for all compensation and damage and other financial obligations owed by Farmer to Green.
19. **Termination on Default.** If any of the contingencies set forth in the preceding clause occur, or should Farmer be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against Farmer for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Agreement or the estate of Farmer hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, Green may, at any time thereafter, terminate this Agreement and the Term, upon giving to Farmer five days' notice in writing of Green's intention so to do. Upon the giving of such notice, this Agreement and the Term or the Extended Term shall end on the date fixed in such notice as if the said date was the date originally fixed in this Agreement for the expiration hereof; and Green shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage.
20. **Termination for Convenience.** Green may terminate this Agreement on thirty (30) days' written notice to the Farmer.
21. **Non-Liability of Green.** Green shall not be liable for any damage or injury which may be sustained by Farmer or any other person as a consequence of the elements or resulting from any act or omission of Farmer or any individual or entity acting on their behalf or at their direction,

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including but not limited those acts or omissions involving carelessness, negligence or improper conduct of Farmer's agents, employees, guests, Farmers, invitees, assignees or successors.

22. **Non-Waiver by Green.** The various rights, remedies, options and elections of Green, expressed herein, are cumulative. The failure of Green to enforce strict performance by Farmer of the conditions and covenants of this Agreement or to exercise any election or option, or to resort or have recourse to any remedy herein conferred or the acceptance by Green of any installment of rent after any breach by Farmer, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by Green of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.
23. **Validity of Agreement.** The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
24. **Notices.** All notices required under the terms of this Agreement shall be given and shall be complete by hand delivery to the other party, or delivery by a nationally recognized overnight delivery service, or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.
25. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No representative, agent or employee of Green has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Green and Farmer.
26. **Mechanic's or Other Liens.** Farmer shall not allow liens of any kind to be created or filed against the Farm Property. If any mechanic's, construction or other liens shall be created or filed against the Farm Property by reason of labor performed or materials furnished for Farmer in the erection, construction, completion, alteration, repair or addition to any building or improvement, Farmer shall upon demand, at Farmer's own cost and expense, promptly cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Farmer's failure so to do shall entitle Green to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to such as are permitted by law.
27. **Waiver of Subrogation Rights.** Farmer waives all rights of recovery against Green or Green's governing body members, officer, agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which Farmer is insured. Farmer shall obtain from Farmer's insurance carriers and will deliver to Green, waivers of the subrogation rights under the respective policies.

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28. **Early Termination.** Green may terminate this Agreement immediately upon thirty (30) days' notice.
29. **Governing Law; Interpretation and Modification.** This Agreement shall be governed by and construed in accordance the laws of the State of New Jersey, and venue for any legal action to enforce this Agreement shall be solely limited to the Superior Court of New Jersey, Sussex County.
30. **License Only.** This Agreement grants to Farmer a revocable license to use the Farm Property for the purposes stated herein. Farmer is not a tenant and is not entitled to any protections, statutory or otherwise that a tenant may have and Farmer specifically waives and relinquishes any entitlement to claim the benefits of such statutes and protections afforded by landlord/tenant law.

IN WITNESS WHEREOF, the parties have set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

FOR THE TOWNSHIP

Margaret "Peg" Phillips, Mayor

ATTEST:

Mark Zschack, Township Clerk

Date

FOR THE LICENSEE:

NAME/TITLE (PLEASE PRINT)

WITNESS/ATTEST:

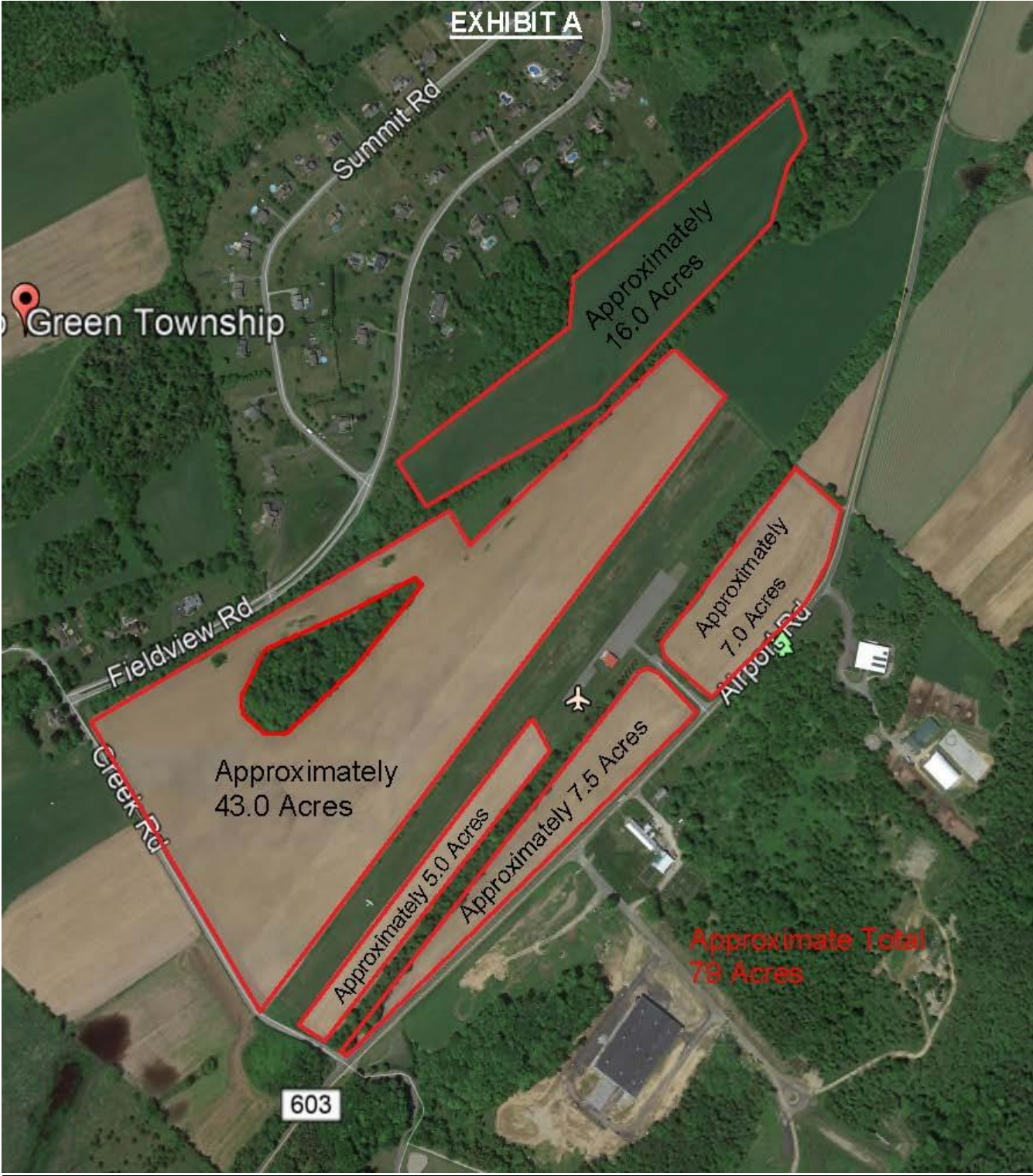
PRINT NAME

SIGNATURE

DATE

DATE

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EXHIBIT B

This contract is for crop farming only and there shall be no farm animals kept on or at the property. Please note that the Township's termination right (thirty (30) days) must be taken into consideration when deciding on crops.

Crops that may be planted: Triticale (corn crop), peas, corn, soybeans and alfalfa.

A key component of this Agreement is the ability to be a competent and good steward of the land and undertake farm practices that minimize any adverse or negative impact on the land, including, but not limited to, erosion and creation of any environmental detriment to the property and including but not limited to, the use, spillage or discharge of hazardous materials, on, at or beneath the property.

The Farmer is also required to perform the following tasks:

- Plow, disc and remove rocks in excess of five (5) pounds from the fields.
- Trim back all tree branches and brush that overhangs over the fields.
- At least 50% of the products grown must be used for local animal feed, with local being defined as Sussex and Warren County, New Jersey.
- Farm the property in a manner that minimizes erosion.