

**EASTAMPTON TOWNSHIP
BURLINGTON COUNTY**

**NOTICE OF REQUEST FOR PROPOSALS LEASE OF TOWNSHIP LAND FOR
AGRICULTURAL USE**

PLEASE BE ADVISED that the Township of Eastampton will accept proposals from qualified organizations to lease land for agricultural use on approximately 71 acres of Township owned property known as Block 600, Lot 4.02, located on the corner of Smithville and Monmouth Roads. Proposals must be delivered by hand or mailed and received by the **Township Manager, Township of Eastampton, 12 Manor House Court, Eastampton, New Jersey, 08060 no later than 10:00 A.M. on Friday, August 9, 2013. Please submit one (1) "ORIGINAL" and three (3) "COPIES".**

Contract documents and proposal specifications may be obtained from the Office of the Township Manager, Township of Eastampton, 12 Manor House Court, Eastampton, New Jersey, 08060 between 8:30 a.m. and 4:30 p.m., Monday through Friday or on the township website at www.eastampton.com. Submissions must be made in the manner designated therein and enclosed in a sealed envelope bearing the name and address of the proposer, addressed to the **Township Manager, Township of Eastampton, 12 Manor House Court, Eastampton, New Jersey, 08060** and marked "Proposal to Lease Township Land for Agricultural Use." Proposers are to comply with the requirements of P.L. 1975, C. 127. (N.J.A.C. 17:27).

All proposals shall be submitted only at the hours, date and place indicated above for receiving sealed proposals. The Township reserves the right to reject a proposal response where a proposer is not properly qualified in accordance with the requirements of the specifications. The right is also reserved to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the Township of Eastampton. The Township shall have sixty (60) days within which to accept or reject proposals. Proposers shall be required to keep their proposals open for that period of time and agree that they will not withdraw or reverse their prices therein.

*Kim-Marie White, RMC/CMC
Township Clerk
Eastampton Township*

Request for Proposals

Township of Eastampton

Lease of Township Land for Agricultural Use

The Township of Eastampton (Township) seeks proposals from qualified organizations to lease land for agricultural use on approximately 71 acres of Township owned property known as Block 600 Lot 4.02, located on the corner Smithville and Monmouth Roads as shown in Exhibit A.

Questions regarding this proposal should be directed in writing to the Thomas Czerniecki, Township Manager, 12 Manor House Court, Eastampton, NJ 08060 or tczerniecki@eastampton.com by July 22, 2013.

BACKGROUND INFORMATION

A map of the property, included herein as Exhibit A, delineates the areas available for farming. Through this request for proposals, it is the Township's intent to identify a proposer to operate and maintain the Property for agricultural production, specifically as crop fields, pursuant to the Proposed Farming and Maintenance Agreement (Exhibit B).

The farmable area is approximately 71 (+/-) acres. There are no buildings, parking areas, farm stands, or water sources on the land.

Proposers shall submit a separate price proposal for use of the Property for a three (3) year term. The Township reserves the right to reject any and all proposals as determined to be in the best interest of the Township, to waive minor informalities, and to award the contract as decided to be in the best interest of the Township taking into consideration the technical and price information submitted. The Township reserves the right to request further information to clarify proposals.

WHERE AND HOW TO SEND PROPOSAL

Applicants are required to submit a proposal on the sheet provided in a sealed envelope marked – "PROPOSAL: Farming of Block 600, Lot 4.02."

Proposal should be mailed or delivered to:

Thomas Czerniecki, Manager
Eastampton Township
12 Manor House Court
Eastampton, NJ 08060

Proposals must be received by **10:00 am, Friday, August 9, 2013**. Proposals will be publicly opened at 10:15 am on Friday, August 9, 2013 in the Council Meeting Room at the Manor House (Municipal Building), located at 12 Manor House Court, Eastampton, NJ 08060.

LATE PROPOSALS WILL NOT BE ACCEPTED.

FAXED OR EMAILED PROPOSAL WILL NOT BE ACCEPTED.

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et. seq.

The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event all proposals are rejected, the Township reserves the right to re-solicit proposals.

MANDATORY PROPOSAL FORM

All information requested on the attached Proposal Form is required. The form and all attachments must be initialed by the Firm.

Please see attached Exhibit B for insurance and indemnity requirements and obligations of the selected proposer.

INTERVIEW:

The Township Manager reserves the right to interview any or all of the applicants submitting a proposal. The Township Manager reserves the right to request clarifying information subsequent to submitting a recommendation to the Township Council.

SELECTION PROCESS:

All proposals will be reviewed by the Township Manager, Township Clerk and CFO to determine responsiveness.

The Township Manager will recommend the proposal deemed most advantageous to the Township Council based upon the entire RFP submission.

PROPOSAL FORM (ALL INFORMATION IS MANDATORY)

A. CONTACT INFORMATION

1. NAME AND ADDRESS OF FIRM:

2. NAME, PHONE NUMBER, AND EMAIL ADDRESS OF THE INDIVIDUAL RESPONSIBLE FOR PROPOSAL:

3. FEE PROPOSAL FOR:

2014: \$ _____ PER ACRE x 71 ACRES = \$ _____.

2015: \$ _____ PER ACRE x 71 ACRES = \$ _____.

2016: \$ _____ PER ACRE x 71 ACRES = \$ _____.

4. A SUMMARY, NO MORE THAN ONE (1) PAGE, IDENTIFYING AND SUBSTANTIATING WHY THE VENDOR IS BE BEST QUALIFIED TO PROVIDE THE REQUESTED SERVICE. IDENTIFY BY OWNER AND LOCATION EXPERIENCE PERFORMING SIMILAR SERVICES.

5. A SUMMARY, NO MORE THAN ONE (1) PAGE, EXPLAINING THE MANAGEMENT PLAN FOR THE PROPERTY. PLEASE INCLUDE INFORMATION CONCERNING KNOWLEDGE OF SOILS, CONDITIONS, RECOMMENDED CROPS, FERTILIZERS, CROP ROTATION, ETC.

6. NAME AND CONTACT INFORMATION OF SUPERVISOR RESPONSIBLE FOR ANY ACTIVITY RELATED TO SUBJECT PROPERTY IF DIFFERENT THAN PROVIDED ABOVE.

7. A DESCRIPTION OF ANY PENDING COMPLAINTS, INVESTIGATIONS AND/OR LITIGATION MATTERS INVOLVING THE APPLICANT SINCE 2003 (USE SEPARATE SHEET IF NEEDED).

EXHIBIT B

PROPOSED FARMING AND MAINTENANCE AGREEMENT

THIS FARMING AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2013 by and among the Township of Eastampton, a municipal corporation having its principal place of business at 12 Manor House Court, Eastampton, NJ 08060 (hereinafter "Owner") and _____, located at _____ (hereinafter "Contractor").

RECITALS

WHEREAS, the Owner is the record owner of real property known as Block 600 Lot 4.02 as shown on the Municipal Tax Map of the Township of Eastampton (hereinafter the "Property"); and

WHEREAS, the Owner has determined that farming and maintaining a portion of the Property is proper and necessary to maintain the character of the property within the goals and objectives of the Owner; and

WHEREAS, the Owner recognizes that undeveloped open space and agricultural areas are a valuable natural resource that must be managed wisely in the best interest of the community; and

WHEREAS, the Owner recognizes the prudent utilization and preservation of agricultural areas, through active farming, contributes to quality of life by enhancing the rural landscape of the community; and

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, Owner and Contractor agree as follows:

1. **PROPERTY:** The Contractor agrees to farm and maintain a portion of the Property as shown on Exhibit A, which is attached hereto and incorporated herein (hereinafter the "Subject Property"). The Subject Property includes areas that will be actively farmed and areas that will not be farmed, but will be maintained by Contractor by periodic removal of miscellaneous litter and debris. Once a month the contractor will walk the perimeter of the property, which shall mean 25 feet from edge of pavement surrounding Subject Property, and remove all litter that may have accumulated on the property.

2. **CONDITIONS/LIMITATIONS:** Contractor will be permitted to plant crops and farm the Subject Property, subject to the following limitations and conditions:

- a. Contractor may plant crops on the property shown in Exhibit A. In the event the Township establishes active park facilities such as playgrounds and athletic fields, the Contractor shall maintain a twenty-five (25') foot buffer between any areas identified by the Township as being associated with active recreational uses. The Contractor shall be required to mow the grass within the buffer area three (3) times per year, said times to be in the months of May, July and either August or September (depending on rainfall amounts).
 - b. The Contractor shall submit an initial annual farm plan to the Owner upon signing this Agreement and thereafter shall provide an annual farm plan no later than February 15 of year.
 - c. Contractor shall continually farm and maintain all those areas within the designated Subject Property throughout the term of this agreement.
 - d. Contractor will follow the recommendations of the Burlington County Soil Conservation District and the Township of Eastampton as to type of plowing, crops planted, strip farming, crop rotation, land bank, etc.
 - e. All areas being farmed and/or maintained by Contractor under this Agreement shall be left in the same or better condition as they existed at the time of Contractor's entry upon the premises. Contractor agrees that any personal property or equipment used by Contractor in the performance of Contractor's obligation under this Agreement shall be removed at the termination of the Agreement.
 - f. It is understood that the Owner may make all or specific areas of the designated property unavailable to the Contractor. In the event that the Owner determines to utilize the property for other open space or park and recreation purposes, the Owner has the absolute discretion to direct the Contractor to vacate the designated areas without any liability to the Contractor for the value of services performed. If this is done, the Owner will allow Contractor reasonable and sufficient period of time to adequately harvest any crops that have been planted on said lands.
3. **COMPENSATION:** In consideration for Owner allowing Contractor to utilize the Subject Property under the terms of this Agreement, and to take the agricultural products derived from Contractor's use herein, Contractor agrees to abide by the terms of this Agreement and agrees to pay Owner the sum of:

2014:	\$_____ per acre x 71 acres = \$_____.
2015:	\$_____ per acre x 71 acres = \$_____.
2016:	\$_____ per acre x 71 acres = \$_____.

- a. Compensation shall be due on or before October 1st of each year.
 - b. Owner acknowledges that any and all compensation received under this Agreement shall be used in accordance with the New Jersey Green Acres Program Regulations set forth in N.J.A.C. 7:36-25.13 et. seq.
4. **CONTRACTOR'S REPRESENTATIONS AND PROMISES:** The Contractor makes the following representations and promises to the Owner, any or all of which may be waived, in whole or in part, by Owner. Owner may terminate this Agreement if any of the following requirements are not satisfied, in which case the parties shall have no further rights and liabilities hereunder.
- a. The Contractor shall submit an annual farm plan to the Owner no later February 15 of each year of this Agreement.
 - b. All activities of the Contractor in connection with such farming shall be in accordance with management practices that conserve soil and water, such as those agricultural management practices approved by the State Agricultural Development Committee, under the Right to Farm Act, N.J.S.A. 4:1C-1, et. seq., and that Contractor will minimize the use of herbicides, pesticides, and fertilizers in accordance with the Pesticide Control Act at N.J.A.C. 7:30, et. seq.
 - c. Contractor will follow the recommendations of the Burlington County Soil Conservation District as to the type of plowing, crops planted, strip farming, crop rotation, and land bank. All Contractor's activities shall continue for the full term of this Agreement, with the understanding that the area shall be left in a better or equal condition as they existed at the time of the Contractor's entry upon the premises. Contractor agrees that any personal property or equipment used by him in the performance of his obligations under this agreement shall be removed at the termination of this Agreement.
5. **LIMITED SCOPE OF AGREEMENT:** This Agreement is limited to the Contractor using and occupying the Subject Property for the purposes stated herein. This agreement shall not be interpreted as a lease, and Owner exclusively holds all property and proprietary interest and rights in the Subject Property; provided, however, Contractor is entitled to the benefit of agricultural products produced by the Contractor in farming said farm areas, and may sell or otherwise dispose of the same in a lawful and proper manner.
6. **DAMAGE, DESTRUCTION & REPAIRS:** Contractor shall cause no damage or destruction to the Subject Property. Contractor shall promptly notify Owner of any damage caused to the Subject Property by his/her agents, servants, employees, invitees, or licensees. Contractor shall not commit or cause to commit any waste upon said premises or any nuisance or any other thing

that may depreciate or otherwise devalue the Subject Property. Contractor shall not make or cause to make any improvements to the Subject Property or any part thereof, without the written consent of Owner first being obtained. Any and all improvements, if approved by Owner, shall become part of the real property of the Owner.

7. **COMPLIANCE WITH GOVERNMENTAL LAWS & REGULATIONS:** Contractor shall, at his/her sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter become in force, pertaining to the use of the Subject Property, including compliance with Green Acres Programs, Soil Conservation Programs and Land and Water Management and Conservation Programs.
8. **RIGHT TO ACCESS PROPERTY:** Owner, its agents, servants, employees, and invitees shall be permitted to enter into and upon the Subject Property at any time or times for the purposes of inspecting same to insure that the conditions and use of the Subject Property are in accord with the terms of this Agreement.
9. **NOTICES:** Any notices required to be given to any party to this Agreement shall be in writing and delivered either personally or by regular mail to the parties set forth on the first page of this Agreement. Contractor shall be required to Notify Owner of any change of address within seven (7) calendar days of such change.
10. **DESIGNATED AREAS:** Contractor acknowledges and agrees that the Owner may continue to use such portions of the property that are not covered by this Agreement, that Owner may change the designated areas at any time, and that Contractor shall have no control over Owner's use of said areas.
11. **ASSIGNMENT:** Any attempted assignment or subcontracting of this Agreement without Owner's prior written consent shall immediately void this Agreement and Contractor shall be liable for any and all damages, both incidental and consequential, as well as the legal costs incurred by Owner as a result of such action by Owner.
12. **DEFAULT BY CONTRACTOR:** Should Contractor (1) violate any of the provisions respecting the use and occupation of the Subject Property or (2) fail to abate a nuisance or prevent the occurrence of waste, or other damage, or (3) if Contractor becomes insolvent or (3) makes an assignment for the benefit of creditors or (4) files a petition of bankruptcy, whether voluntary or involuntary, the Owner may declare this Agreement terminated and deliver notice that Contractor must immediately vacate the Subject Property, remove all equipment, and restore the Subject Property to the condition required by Owner within ten (10) calendar days of any of the acts described in this paragraph. If Contractor fails to vacate and/or fails to remove property to Owner's satisfaction, Owner can take any action it deems necessary to the premises pursuant to this Agreement. In addition, Contractor, his agents, servants, employees, invitees

and licensees are independent contractors and not employees of Owner, and shall have no right or claim against Owner's worker's compensation plan, insurance coverage, or other protections.

- 13. LIABILITY INSURANCE:** During the term of this Agreement, Contractor, at his/her sole expense, shall carry farmers liability insurance and shall name the Owner and the New Jersey Department of Environmental Protection named as addition insureds. Contractor shall furnish proof of having obtained said liability insurance no later than thirty (30) calendar days from the date of execution of this Agreement. If the Contractor fails to provide proof of insurance within the time period above, the Owner shall have the option to: (a) enjoin the Contractor from accessing the Subject Property or (b) take out such policies sufficient to protect Owner's interests and charge the cost of same to Contractor or (c) cancel this Agreement. Contractor shall not commit, or permit the commission of, any hazardous acts on the Subject Property or the Subject Property in any manner that will cause an increase in the Owner's existing rates of insurance, or cause a cancellation of any Owner's insurance.
- 14. INDEMNIFICATION:** Contractor will indemnify and save harmless the Owner and the New Jersey Department of Environmental Protection from any liability or damages Owner may suffer as a result of claims, demands, costs, or judgments against the Owner and the New Jersey Department of Environmental Protection arising out of Contractor's use, maintenance or occupation of the Subject Property under this agreement and from the acts of the Contractor, including his/her agents, servants, employees, invitees and licensees. Owner agrees to give Contractor written notice of any claim made against Owner or Contractor or any of their representatives.
- 15. FORCE MAJEURE:** This Agreement shall remain in force for the life of this Agreement between the parties for the subject premises; however, Contractor shall continue to indemnify and save harmless the Owner from any liability or damages Owner may suffer as result of claims, demands, costs or judgments against it arising out of Contractor's use, maintenance or occupation of the premises even though such liability or damage may not be brought to Owner's attention until after the termination of this Agreement.
- 16. ENFORCEMENT:** If Owner, in the enforcement of any part of this Indemnity Agreement, shall incur necessary expenses or become obligated to pay attorneys' fees or costs, Contractor agrees to reimburse Owner for such expenses, attorneys' fees or costs after receiving written notice from Owner of the incurring of such expenses, costs or obligations.
- 17. SIGNS:** Contractor shall not place nor allow to be placed any signs of any kind whatsoever upon, in or about the Premises or any part thereof without the prior, written consent of Owner.
- 18. NEW JERSEY GREEN ACRES COMPLIANCE:** This Agreement is subject to New Jersey Green Acres ("Green Acres") rules and regulations. Owner and Contractor shall comply with applicable Green Acres rules and regulations at all times. Owner and Contractor shall not enter into, or

permit to exist, any legal interest or lien on the Subject Property resulting in a subordination or diminishment of Green Acres' legal interests to the Subject Property.

19. SECURITY INTEREST AND LIENS: Contractor shall not enter into, or permit to exist, any security interest or lien in any crops on the Subject Property, or any liens, claims, or demands for work performed, materials furnished, or operations conducted, at his request or order, in connection with the Subject Property. Contractor agrees that he/she will, upon the request of the Owner, execute and deliver to Owner any document requested by Owner or any prospective lender to Owner, to subordinate any rights of Contractor under this Agreement to any mortgage or lien involving the Subject Property.

20. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding the conflicts of law provisions thereof.

21. SEVERABILITY: In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seal, and have caused this Agreement to be executed and attested the date first above written.

ATTEST:

TOWNSHIP OF EASTAMPTON
IN THE COUNTY OF BURLINGTON

Kim-Marie White, Municipal Clerk

Rovenna D. Overton, Mayor

Contractor

SUBJECT AREA

SUBJECT AREA

MONMOUTH ROAD (COUNTY ROUTE No. 537)

POB LOT 2.08

POB LOT 4.02

PROPOSED LOT 2.08
(AREA = 4.538 AC.)

FARMLAND AREA 1
18.7Ac.

FARMLAND AREA 2
53.8Ac.

PROPOSED LOT 4.02
(AREA = 163.200 AC.)

PROPOSED LOT 2.07
(AREA = 36.048 AC.)

EXISTING LOT LINE
TO BE ELIMINATED

LOT TO BE
ELIMINATED

$R = 1000'$
 $C = S06^{\circ}44'19"E$
 $L = 478.39'$
 $\Delta = 27^{\circ}40'41"$



EXHIBIT A



GRAPHIC SCALE
1" = 300'

