

## SPECIFICATIONS

### WASHINGTON TOWNSHIP, MORRIS COUNTY BID FOR FARMING RIGHTS ON BLOCK 34 LOT 46.04 WEST MILL ROAD, WASHINGTON TOWNSHIP, MORRIS COUNTY, NEW JERSEY

The Township of Washington, Morris County, New Jersey is accepting bids for the farming of Township property for a one (1) year term commencing, April 22, 2025. The property is known as Block 34, Lot 46.04 and is located on West Mill Road in the Township of Washington.

The Township is accepting separate bids for two distinct portions of Block 34, Lot 46.04. Portion #1 shall consist of approximately 7 acres which is contiguous to Block 34, Lot 46 and fenced off from the remainder of Block 34, Lot 46.04. This portion is currently pasture. Portion #2 consists of the remainder of Block 34, Lot 46.04 and consists of approximately 26 acres. The Township makes no representation as to the exact amount of acreage.

**The bid shall reflect the amount to be paid per acre/per year to the Township to farm or use for equestrian purposes approximately 7 tillable acres (Portion #1) and 26 tillable acres (Portion #2) together with the use of any existing structures on the property (hereinafter the "Premises"). A minimum of 5 acres of Portion #2 must be available to be mowed by the Licensee on 90 days notice for the Township's fireworks event(s) or other Township-sponsored event.**

The Licensee shall have, at a minimum, five years experience in production farming (and/or equestrian activities for Portion #1) and a Commercial Pesticide Applicator license. The Licensee shall provide a list of present and/or proposed equipment that the Licensee owns or leases. The Licensee shall use and occupy the Premises for farming activities only on Portion #2 and for farming or equestrian activities only on Portion #1.

If the successful bidder is not the current occupant of the premises, the Licensee shall be required to pay to the Township the reasonable value of all growing crops on the premises at the time of the award of the License. The Licensee shall then become the Owner of the growing crops.

The successful bidder for Portion #1 shall be required, at his own cost and expense, to re-locate the fence that is on Block 34, Lot 46.03 to the property line between Block 34, Lots 46.03 and 46.04.

The license shall not be assigned or transferred to any other person or entity.

All compensation shall be payable to the Township on September 1 of each year of the term of the license. If the compensation shall be in arrears or unpaid for (10) days after the due date, or if default shall be made in any of the conditions or agreements herein contained on behalf or part of Licensee to be kept or performed, the license shall, at the option of the Township, terminate ten (10) days after notice of such election shall be sent by mail to Licensee, addressed either to the licensed Premises or to any other address known to the Township. On the termination of the license, Licensee shall remove all objects grown or placed on the Premises, including fencing, and leave same in a condition satisfactory to Township.

Upon default by the Licensee, the Township may do the same at the cost and expense of Licensee, and the Licensee agrees to pay immediately upon presentation of a bill. On termination, the Township shall have the right to re-enter and repossess the Premises.

Notwithstanding the payment of compensation, the Township may terminate the License at any time by giving ninety (90) days' written notice of intent to terminate. Upon such termination, the Licensee shall yield immediate possession to the Township; the Township shall become owner of all growing crops remaining on the Premises on the date of termination and shall be obliged to pay the Licensee the reasonable value thereof.

The Licensee shall commit no act of waste and shall assume full and regular maintenance of the Premises and appurtenances on the Premises, including mowing and landscaping, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. The Township shall have no maintenance obligation with respect to the Premises. The Licensee shall not permit the accumulation of waste or refuse matter on the Premises.

All improvements made by the Licensee to the Premises which are capable of being removed from the Premises shall remain the property of Licensee and shall be removed by Licensee at the termination of the license.

The Licensee agrees by method of covenant to quit and surrender the Premises at the expiration of the license. Licensee shall, at Licensee's expense, remove all of Licensee's personal property and those improvements made by Licensee which have not become the property of the Township; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as it was at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Licensee or Licensee's agents, servants, visitors or licensees, excepted. All property of Licensee remaining on the Premises after the last day of the term, including growing crops, shall be conclusively deemed abandoned and may be removed by the Township, and Licensee shall reimburse the Township for the cost of such removal. The Township may have any such property stored at Licensee's risk and expense.

The Licensee shall obtain, pay for, and keep in effect for the benefit of the Township and the Licensee general liability insurance on the licensed Premises in the amount not less than **\$1,300,000** per occurrence. The Township shall be named as an "Additional Insured" on all policies. The Licensee shall deliver a Certificate of Insurance to the Township, which shall reflect the amount of land farmed and the use of the Premises for farming or equestrian activities, as the case may be, said certificate to be delivered prior to Licensee entering upon the Premises.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least thirty (30) days' written notice to the Township.

In the event of loss or damage to the Premises and/or any personal property thereon, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or

damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all such insured claims against the other party.

The Township shall not be liable for injury or damage to any person or property unless it is due to the Township's act or neglect. The Licensee is liable for any loss, injury or damage to any person or property caused by the wrongful act or neglect of the Licensee or arising from Licensee's use of the Premises. The Licensee shall defend and hold the Township harmless from and reimburse the Township for all liability and costs resulting from any personal injury or damage due to the wrongful act or neglect of the Licensee, the Licensee's employees, agents, Licensees, invitees or the public.

The Licensee shall arrange and pay for any utilities and services required for the Premises. **Township acknowledges that such utilities and services include water, electricity, natural gas and propane.**

The Township reserves to itself, its successors and assigns, the right to use Portion #2 of the Premises for any Township sponsored events, including fireworks displays, to the same extent as if the license were not made; and the Township shall not be held liable for any damage done, which may result from such use to crops or to any plant, shrub, tree or other object grown or placed on said land by Licensee.

The license is subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature heretofore given by the Township, or otherwise created, which now exist and which affect said Premises, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, or rights-of-way.

If any roadway or path exists on the Premises, Licensee shall not in any way damage, destroy or otherwise interfere with the same, said roadway or path not being included in this license.

**General Conditions to be observed by Licensee:**

A. The cutting of any trees, shrubs, plant materials or the alteration of any physical or natural condition of the property outside the tillable areas without first receiving written consent of the Township is prohibited.

B. Fertilizers and pesticides shall not be stored overnight on the Premises and pesticides shall be applied only under the supervision and control of an applicator holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License. This Registration number and related categories held by the Licensee must be supplied to the Township. Only chemicals approved by the Township shall be applied. A record of the type and amount of all chemicals and the date of application shall be maintained by the Licensee and be made immediately available on the request of the Township. No material will be applied to this property that will prevent the growth of grass in the future. The Township shall have the right to conduct soil tests at the termination of the license. At the option of the Township, Licensee shall replenish the soil with the nutrients necessary to support the growth of grass.

C. The safe and neat storage of all equipment and supplies related to the farming of the land shall be confined to areas designated by the Township. All equipment and

supplies shall be removed from the property during the off season; equipment not directly related to the farming practice shall be permanently removed from the property.

D. Licensee, at his own expense shall pick up and store, daily, in approved covered containers, all litter and debris that is produced as a result of the farming practice. These containers shall be stored in any area designated by the Township and emptied on a regular schedule, so as not to create a health or litter problem.

E. The Township shall not be responsible for the loss of or damage to any crops, equipment, supplies or materials under any circumstances, including animals.

F. Licensee has no authority to give special permission to any individual or organization regarding the use of the land, except as approved by the Township.

G. Licensee agrees to have any portable greenhouses, storage sheds or temporary structures located on the Premises approved in writing by the Township in advance of construction. These structures shall be kept locked and in a good state of repair at all times. The use of any buildings or structures owned by the Township must be provided for in writing.

H. All farming activity is to be conducted in compliance with Morris County Soil Conservation Service regulations for sedimentation and soil erosion control.

I. The Licensee shall be responsible for the cleanup and remediation of environmental damage or hazardous waste which occurs on the Premises during the term of the License in accordance with the rules and regulations of the NJDEP. At the termination of the license, if requested by Township, Licensee shall provide Township with a letter of Non-Applicability pursuant to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. Licensee's obligations pursuant to this paragraph shall survive the termination of the license.

Sealed bids should be addressed to the Township Clerk, Township of Washington, 43 Schooley's Mountain Road, Long Valley, New Jersey 07853. Bids will be opened at 10:00 a.m. on April 1, 2025.

**PROPOSAL**

**TOWNSHIP OF WASHINGTON, MORRIS COUNTY, NEW JERSEY  
ONE-YEAR LICENSE TO CONDUCT AGRICULTURAL ACTIVITIES  
AT BLOCK 34, LOT 46.04, PORTION #1**

DATE:

Proposal of \_\_\_\_\_ (hereinafter called, "Bidder"), a corporation of the State of \_\_\_\_\_, a partnership, an individual doing business as \_\_\_\_\_.

(Delete inapplicable designations above.)

To the Township of Washington, County of Morris, State of New Jersey (hereinafter called, "Owner")

Ladies and Gentlemen:

The Bidder, in compliance with your invitation to submit proposals for the license to conduct agricultural activities at Block 34, Lot 46.04, having examined the Specifications and other documents, and being familiar with the site, hereby proposes to farm or use for equestrian purposes approximately 4 acres (Portion #1) in accordance with the aforementioned documents, within the time set forth herein for the price of \_\_\_\_\_ for approximately 4 acres for one (1) year with the option to renew for two (1) year extensions. The minimum bid is \$544 per year.

**The Bidder acknowledges that if the successful bidder is not the current occupant of the premises, the successful bidder must pay to the Township the reasonable value of all growing crops, if any, on the premises at the time of the award of the License. The Bidder further acknowledges that the successful bidder shall be required to re-locate the fence that is on Block 34, Lot 46.03 to the property line between Block 34, Lots 46.03 and Lot 46.04.**

The Bidder hereby certifies that he has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not colluded with any person in preparing its Bid.

The Bidder agrees not to withdraw its bid within sixty (60) days of the bid opening and shall permit the Owner to accept this Proposal within sixty (60) days of bid date.

The Bidder understands that the Owner reserves the right to reject any or all proposals and to waive any informalities.

WITNESS/ATTEST:

Respectfully submitted,

\_\_\_\_\_  
(Seal) if Bidder is a  
Corporation

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

**IMPORTANT: THIS FORM MUST BE COMPLETED**

**PROPOSAL**

**TOWNSHIP OF WASHINGTON, MORRIS COUNTY, NEW JERSEY  
ONE-YEAR LICENSE TO CONDUCT AGRICULTURAL ACTIVITIES  
AT BLOCK 34, LOT 46.04, PORTION #2**

DATE:

Proposal of \_\_\_\_\_ (hereinafter called, "Bidder"), a corporation of the State of \_\_\_\_\_, a partnership, an individual doing business as \_\_\_\_\_.

(Delete inapplicable designations above.)

To the Township of Washington, County of Morris, State of New Jersey (hereinafter called, "Owner")

Ladies and Gentlemen:

The Bidder, in compliance with your invitation to submit proposals for the license to conduct agricultural activities at Block 34, Lot 46.04, having examined the Specifications and other documents, and being familiar with the site, hereby proposes to farm or use for equestrian purposes approximately 20 acres (Portion #2) in accordance with the aforementioned documents, within the time set forth herein for the price of \_\_\_\_\_ for approximately 20 acres for one (1) year with the option to renew for two (1) year extensions. The minimum bid is \$880 per year.

**The Bidder acknowledges that if the successful bidder is not the current occupant of the premises, the successful bidder must pay to the Township the reasonable value of all growing crops, if any, on the premises at the time of the award of the License.**

The Bidder hereby certifies that he has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not colluded with any person in preparing its Bid.

The Bidder agrees not to withdraw its bid within sixty (60) days of the bid opening and shall permit the Owner to accept this Proposal within sixty (60) days of bid date.

The Bidder understands that the Owner reserves the right to reject any or all proposals and to waive any informalities.

WITNESS/ATTEST:

Respectfully submitted,

\_\_\_\_\_  
(Seal) if Bidder is a  
Corporation

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

**IMPORTANT: THIS FORM MUST BE COMPLETED**