

Exhibit A

East Windsor Municipal Utilities Authority

Solicitation of Bids Leasing MUA Owned Real Property for Farming

FARM PROPERTY: Pollution Control Facility Block 1, Lot 2, 5.01 and 5.02
Approximately 90.078 tillable acres, 125.078 acres total

This Bid Solicitation consists of these Bid Specifications, including forms, and the lease agreement.

DEADLINES FOR BIDS: **April 8, 2020, 2:00 pm, E.S.T.**

I. REQUIREMENTS AFTER LEASE IS AWARDED

The following items will be required of the successful bidder within three (3) business days after receipt of notice of bid award/acceptance from the MUA:

1. The total bid amount.
2. Evidence that the successful bidder has the insurance policies required by these Specifications.

1.0 CHECKLIST

Your bid will not be considered complete unless two (2) copies of all items listed below are included with your package.

1. Proof that bidder is eighteen (18) years of age or older (copy of driver's license or birth certificate)
2. Complete Bid Form with required attachments (II. Bid Proposal Forms)
3. Qualifications Statement
4. Non-Collusion Certificate
5. Certificate Concerning Bidder (if bidder is a partnership or a corporation)
6. Signed Lease for Property

1.01 INTENT/PURPOSE

The MUA intends to award one or more lease agreements for the LEASING OF MUA OWNED REAL PROPERTY FOR FARMING.

The conditions and requirements of these Specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested farmers, uniformity in the submission of bids and selection of the highest responsible bidder(s).

The MUA shall be the sole judge concerning the merits of all bids. The selection of the

successful bidder will be made by the MUA after the bids have been opened and all bid packages reviewed.

1.02 LEASE PERIODS

1. The following lease period applies: one year, ending **December 31, 2020**. Additionally, the MUA shall, at its option, have the right to renew the lease term for up to (3) three one-year terms. In the event that the MUA elects to renew a lease term, it shall provide the Tenant with written notice of same sixty (60) days prior to the end of each term.
 - a. The Lessor may agree, but is not obligated, to permit the Lessee to access the farm prior to DATE FROM ABOVE if Lessee has satisfied all requirements and condition(s) of the Bid Specifications and Lease.
 - b. The Lessor may agree, but is not obligated, to extend the end of the lease term if weather conditions have delayed harvesting or if Lessee shows other good cause or as stated in paragraph 1 above.

1.03 DEADLINE FOR SUBMISSION OF BIDS

The deadline for the submission of bids is **April 8, 2020, 2:00 pm, local time**. At this time sealed bids received by that day and time will be opened and read aloud in the

East Windsor Municipal Utilities Authority
Board Conference Room
7 Wiltshire Drive
East Windsor, New Jersey 08520

1.04 DEFINITIONS

Bidder:As used in this solicitation the word “bidder” means any responsible party who meets all the requirements specified in this solicitation.

Lease: Lease” means the lease document included with these Specifications between the MUA, as Lessor, and the successful Bidder, or Lessee.

Lessee:“Lessee” means the successful bidder awarded a lease to pursuant to this Solicitation for Bids.

Lessor:“Lessor” means the East Windsor Municipal Utilities Authority.

MUA: “MUA” means the East Windsor Municipal Utilities Authority.

1.05 DESCRIPTION OF PROPERTY

The following properties are to be leased for farming: Pollution Control Facility - Block 1, Lot 2, 5.01 and 5.02, Approximately 100.078 tillable acres.

NOTE:None of the structures on the property are available for Lessee's use. Lease agreement is only for agriculture use.

1.05 INSURANCE REQUIREMENTS

The policy is to state that the insurance company may not cancel or refuse to renew unless at least ten (10) days prior, written notice is provided to the MUA. The Lessee shall submit an insurance certificate to:

East Windsor Municipal Utilities Authority
Richard Brand, Executive Director
7 Wiltshire Drive
East Windsor, New Jersey 08520

If the Lessee's Insurance policy (ies) will expire during the term of the lease the Lessee is obligated to renew it/them as necessary and to provide new certificates of insurance so that the MUA is continuously in possession of the Lessee's insurance.

1.06 MUA REPRESENTATIVE

- a. Once the lease has been awarded, questions concerning the administration of the lease and the day-to-day matters involving the Property should be directed to:

East Windsor Municipal Utilities Authority
Richard Brand, Executive Director
7 Wiltshire Drive
East Windsor, New Jersey 08520
609-443-6000

1.07 PROPERTY CONDITION AT END OF LEASE

At the end of the Lease the Lessee shall have completed harvesting of all crops grown on the Property during the term of the Lease and planted a cover crop approved by the MUA, unless the MUA or the purchaser of the Property from the MUA agrees otherwise.

1.08 ASSIGNMENT / SUBCONTRACT

The successful bidder may not assign his/her rights under the Lease.

The bidder shall not subcontract any portion of the Lease without the MUA's prior written approval. Consent will be at the sole discretion of the MUA and may be withheld for any reason.

1.09 INTERPRETAION OF DOCUMENTS

The MUA's interpretation of the meaning and intent of these bid documents and the lease agreement shall be final and conclusive. In case of any discrepancy between these Specifications and any other document pertaining to this matter, the one containing the more specific language takes precedence over the one that is less stringent.

1.10 INTERPRETATION OF BID/LEASE TERMS

Any request for interpretation of these Specifications or the Lease agreement must be submitted in writing addressed to the Executive Director at the address stated in these Specifications.

No interpretation of the meaning of the Specifications or the lease will be made to any bidder orally. The MUA will only consider requests for interpretation that are received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addendum, which will be mailed by Certified Mail to all prospective bidders currently on record, not later than three (3) days prior to the date fixed for the opening of bids. All Addendum's so issued shall become part of these Specifications.

No other means of communication, whether oral or written, shall be binding on the MUA. Failure of a bidder to receive any such addendum or interpretation shall not relieve the bidder from performing pursuant to its bid.

1.11 OVERNING LAW

The leases to be awarded pursuant to this Solicitation shall be governed by and constructed in accordance with the laws of the State of New Jersey.

1.12 PAYMENT OF LEASE PRICE

The total per year lease amount shall be paid to the MUA within three (3) days of the Bidder's receipt of the MUA's Notice of Lease Award.

1.13 BIDDING INSTRUCTIONS

The bid form, Qualification Statement, Non-Collusion Certificate and, if applicable, the Certificate Concerning Bidder must be completed in full and the lease must be signed in ink. All quotations and any changes to them must be made with typewriter, computer, printer or pen.

The bid form includes space to report any deviation from the terms and conditions of the Bid Specifications proposed by the Bidder. If no deviation is reported, the Bidder will be responsible for complying with all of the requirements of the Specifications and Lease agreement. The MUA reserves the right to reject any proposed deviation.

TWO (2) ORIGINAL sets of the bid must be enclosed in one sealed envelope addressed to:
East Windsor Municipal Utilities Authority
Richard Brand, Executive Director
7 Wiltshire Drive
East Windsor, New Jersey 08520

The FRONT of the envelope must be marked with the name and address of the Bidder and the words "Lease Land Bid".

NOTE: FAILURE TO SIGN THE BID FORM AND TO PROVIDE ALL INFORMATION IN THE BID MAY RESULT IN THE REJECTION OF THE BID, IN WHOLE OR IN PART. The Bid Form is section 2.00 of this Specification.

1.14 LATE BIDS

No late Bids will be accepted or considered. The MUA will not relax the deadline or accept a bid delivered past the deadline regardless of any failure of or mistake by the U.S. Postal Service or any other delivery for the purpose of judging the timeliness of a bid submission. The MUA will not be responsible for any bid delivered to the wrong address or office.

1.15 BID WITHDRAWAL

A written request for the withdrawal of a bid, or any part thereof, may be granted if the request is received by the MUA prior to the specified time of Bid opening.

1.16 REJECTION OF BIDS / PARTIAL BID AWARD

The MUA reserves the right to accept or reject any and all bids and to waive any immaterial defects or informality in any bid or in the bidding if it is in the best interest of the MUA to do so.

1.17 BID OPENING

At the time fixed for the opening of bids each bid will be read aloud and made public.

1.18 LEASE AWARD

The award of the lease or the rejection of bids shall be made as soon as possible after the bids have been received, but in no cases later than twenty-six (26) business days following the date of opening bids. Whether any of the leases will be renewed for an additional term is a matter within the sole discretion of the MUA.

The MUA reserves the right to deviate from the details of these Specifications if the evaluated bid of any bidder indicates the best interest of the MUA will be served by such action.

1.19 APPLICATION OF PESTICIDES, HERBACIDES, FUNGICIDES, AND FERTILIZERS

The lessee will be responsible for all of the following:

1. Shall be in compliance with all federal, state and local government regulatory requirements for chemical application (FIFRA Act and FFDCA Act).
2. All Pesticide (chemical) applicators including but not limited to Pesticide, Herbicide, and Fungicide must be currently certified and meet the training requirements necessary to use above mentioned chemicals prior to application especially for restrictive use chemicals (NJAC 7:30-2.9 thru 2.11)
3. All chemical application permitting requirements including but not limited to the Clean Water Act.
4. All mixing, loading, and storing of chemicals and/or fuel will be done off site.
5. An Material Safety Data Sheet (MSDS) on all chemicals being applied must be supplied to the MUA one (1) week prior to its application.

**SOLICITATION OF BIDS LEASING EAST WINDSOR
MUNICIPAL UTILITY AUTHORITY OWNED REAL
PROPERTY FOR FARMING**

2.0 BID FORM

Bidder Name: _____

Address: _____

Telephone #: _____ **Cell #:** _____

Fax #: _____ **E-mail:** _____

Only bids submitted on this BID FORM will be considered in determining the highest bid. Lease awards will be made on the basis of the highest bid for each Farm.

Pollution Control Facility - Block 1, Lot 2, 5.01 and 5.02, Approximately 100.078 tillable acres.

See checklist, item 1.00, describing what must be submitted to the MUA in order for the BID to be accepted.

Fill in the Per-Lease Year Bid Price below.

\$ _____ per year

Bidder's Signature

Bidder's Name (Print)

Bidder's Social Security # or Federal ID#

Bidder is (check one) _____ an individual; _____ a partnership; _____ a corporation

All erasures and/or changes must be initialed by the Bidder.

Deviations from Specifications. Report in this sections any requirements of the Specifications with which the bidder proposes to not comply:

3.0 QUALIFICATIONS STATEMENT

Full Name of Bidder: _____

1. Describe your qualification to bid on this project:

2. What equipment do you propose to use?

3. What crops do you propose to grow?

4. Describe the last four properties that you farmed.

Owner's Name: _____
Owner's Telephone #: _____
Property Location: _____
Acreage: _____ Crop: _____
Dates farmed: _____

Owner's Name: _____
Owner's Telephone #: _____
Property Location: _____
Acreage: _____ Crop: _____
Dates farmed: _____

Owner's Name: _____
Owner's Telephone #: _____
Property Location: _____
Acreage: _____ Crop: _____
Dates farmed: _____

Owner's Name: _____
Owner's Telephone #: _____
Property Location: _____
Acreage: _____ Crop: _____
Dates farmed: _____

4.0 NON-COLLUSION CERTIFICATION

To be completed only if the Bidder is a partnership or corporation.

Name of Bidder: _____

Address: _____

City/State/Zip: _____

List the names and addresses of all persons, including business entities, who have 10% or more interest in the bidder's firm. If an interest holder is a corporation, name the stockholders holding more than 10% interest.

Complete the certificate at the bottom of this page.

Name	Address	Social Security Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that (check one):

The list of stockholders named above is current and correct to the best of my knowledge.

Or

There are no persons having a 10% or greater interest in the Bidder's firm to the best of my knowledge.

Signature of Bidder

Date

EXHIBIT B
AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT
for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.4(a)1., each contractor shall submit to the Lessor (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Lessor, one of the following three documents:

- 1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- 2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- 3) An employee information report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts in the New Jersey Department of Treasury (“Division”) and distributed to the Lessor to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall the Lessor accept an employee information report unless the contractor certifies and agrees that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer of the State of New Jersey (“Treasurer”) pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and submits immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the Lessor, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the Lessor, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Lessor of any prior violation of this section of the contract.

The following additional mandatory requirements, as set forth in N.J.A.C. 17:27-3.4(a)2. and N.J.A.C. 17:27-3.6(a), shall apply to all contracts except to contracts that are subject to a Federally approved or sanctioned affirmative action program and when the contractor submits to the Lessor appropriate evidence of same. During performance of this contract, the contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during

employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
- C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time;
- E. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with:
 - 1) The applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
 - 2) A binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2;
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
- H. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

EXHIBIT C

N.J. BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 requires all public contractors entering into goods, services and construction contracts with municipal contracting units to provide proof that they are registered with the N.J. Department of Treasury before entering into an agreement with a municipal contracting unit. P.L. 2004, c. 54 also requires that public contracts include mandatory language regarding the Sales and Use Tax. **P.L. 2004, c.57 only applies to contracts costing 15% or more of the applicable bid threshold. THE FOLLOWING SETS FORTH THE REQUIREMENTS OF P.L. 2004, C.57 AS THEY APPLY TO THIS CONTRACT.**

A. Proof of Contractor's Business Registration

The Contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the Contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The Contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the Contractor. If the Contractor subcontracts any of the work, the Contractor shall also:

Forward copies of proof of its subcontractors' business registrations to the municipal contracting unit.

Maintain and submit to the municipal contracting unit a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.

Submit a complete and accurate list of subcontractors before final payment is made for goods provided or services rendered or for construction of the construction project.

C. Sales and Use Tax

For the term of this contract, the Contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.57:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the Contractor subcontracts any of its work, the Contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.57:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

FARMING SERVICES LEASE AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2020, by and between the East Windsor Municipal Utilities Authority, 7 Wiltshire Drive, East Windsor, New Jersey 08520 (Lessor") and _____ ("Lessee").

WITNESSETH:

WHEREAS, the Lessor owns certain real property situate in the Township of East Windsor, said property being designated as Block 1, Lots 2, 5.01 and 5.02 on the Township's Tax Map ("Premises") consisting of approximately 100.078 tillable acres of land; and.

WHEREAS, the Lessor has determined that it is in its best interest for said Premises to remain open, accessible and farmed; and

WHEREAS, the Lessor seeks to retain the services of Lessee to maintain farming activity on the Premises and Lessee seeks to render said services to the Lessor; and

WHEREAS, the value of this Lease does not exceed the bid threshold; and

WHEREAS, the Lessor has awarded this Lease to Lessee after soliciting bids, as permitted by law.

NOW, THEREFORE, it is agreed between the Lessor and Lessee as follows:

1. The Lessor hereby retains the services of Lessee to continue farming operations on that area of the Premises which has been or presently is being farmed, including but not limited to the growth of crops on the tillable 100.078 acres of the Premises.

2. Lessee shall be permitted to use a tractor and harvesting equipment in connection with such farming services on the Premises.

3. Lessee agrees to keep the Premises accessible to the public at all times and shall not establish barriers of any type on or about the Premises.

4. Lessee agrees to farm the Premises using management practices that conserve soil and water, such as those agricultural management practices approved by the State Agriculture Development Committee under the Right to Farm Act (N.J.S.A. 4:1C-1 *et seq.*), and that minimize the use of herbicides, pesticides, and fertilizers in accordance with the Pesticide Control Code (N.J.A.C. 7:30).

5. Lessee agrees not to adversely impact documented occurrences, if any, of a threatened, endangered, or rare species, or the habitat of such species, on the Premises.

6. The Lessor agrees that, in consideration for the farming services rendered to the Lessor, Lessee shall have the right to sell on his own account any crops harvested by him in connection with said farming activity.

7. The title to the Premises shall remain in the Lessor and no conveyance of title is intended by this Lease, nor shall this Lease be deemed a conveyance of any title, leasehold, or other right or interest in the Premises to Lessee. The Lessor shall retain all rights, title and interest in the Premises including but not limited to the right to make improvements on the Premises. In the event of any conflict between the right of the Lessor to the Premises and the right of Lessee to farm the Premises, the right of the Lessor shall control and shall be given priority.

8. This Lease does not authorize Lessee to engage in hunting on the Premises.

9. Lessee agrees that any use of the Premises by Lessee that is not consistent with this Agreement shall be a violation of this Lease. Lessee also agrees to promptly repair any damage to the Premises, including but not limited to damage to public access pathways, caused by Lessee's use or neglect.

10. Lessee agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Lessor harmless from damages and losses arising from the negligent acts, errors or omissions of Lessee, his employees, his agents and/or his subcontractors in the performance of services under this

Lease. Lessee is not obligated to indemnify the Lessor for the Lessor's own negligence or the negligence of others.

11. Lessee shall maintain, during the life of this Agreement, liability insurance, which shall name the Lessor as additional insureds. Lessee shall provide an insurance certificate to the Lessor to indicate such coverage. Said certificate shall specifically incorporate by reference the indemnification, defense and hold harmless provisions of paragraph 10. Said insurance shall be for a minimum of \$500,000.00 with a minimum of a combined single limit of \$500,000.00 for bodily injury and/or property damage per occurrence. The insurance certificate is subject to review and approval of the Lessor's attorney.

12. This Lease shall become effective on the date first written above and shall continue for a period ending December 31, 2020. Either party may terminate this Lease by giving the other party written notice at least thirty (30) days prior to the effective date of termination. This Lease may be renewed for up to three (3) additional one-year terms upon the written agreement of both parties, at the end of the initial term and each additional term.

13. Lessee agrees to comply with the Affirmative Action Addendum, attached hereto as Exhibit B, and the New Jersey Business Registration and Sales and Use Tax Addendum, attached hereto as Exhibit C.

14. This Lease has been awarded to Lessee based on the merits and abilities of Lessee to provide the goods or services as described herein. This Lease was awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, Lessee hereby certifies that Lessee (including persons and other business entities having an interest in Lessee, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 *et seq.* (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Lease that would, pursuant to P.L. 2004, c.19,

affect its eligibility to perform this Lease, nor will it make a reportable contribution during the term of this Lease to any municipal committee of a political party if a member of that political party is serving in an elective public office of the Township of East Windsor when the Lease is awarded, or to any candidate committee of any person serving in an elective public office of the Township of East Windsor when the Lease is awarded.

15. All of the terms and conditions of the Lessor's Solicitation of Bids documents including bid specifications, bidding instructions, bid form and requirements concerning the application and storage of Pesticides, Herbicides, Fungicides and Fertilizers as set forth on Exhibit A are hereby incorporated by referenced into this Lease Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

ATTEST:

EAST WINDOSR MUNICIPAL UTILITES
AUTHORITY (Lessor)

Steven A. Kurs, Secretary

By:_____
Linda L. Moore, Chairperson

WITNESS/ATTEST:

(Lessee)

By:_____