

ADDITIONAL RESPONSES TO QUESTIONS RECEIVED PRIOR TO THE QUESTION CUT-OFF DATE: 2023 FARM LEASE AUCTION

BIDDER QUESTION 1.

My question is about LE24-016. There are additional fields in the 2012 lease on Block 67, Lot 2.03. I was told that they might not have been listed because there is not access to these fields. There is access to these fields on Block 67, Lot 2.03. So, I was wondering if they will be listed in the auction also?

RESPONSE: The Department's intent was to offer for public bidding, all fields presently in the farm lease program with public access. The Department has added an additional 30.45 acres to the LE24-016 Lease Map, which are designated as fields E and F on the Lease Map. The Minimum Bid has also been increased to \$2,984.00 to reflect the additional acreage. The updated Lease Map and Minimum bid can be found at <https://dep.nj.gov/otpla/2023-farm-lease-opportunities/>.

BIDDER QUESTION 2.

Part 1: Reviewing the IN-KIND SERVICES clause 4 on page 3 of DEP lease agreement. This seems to be very vague. Are Mandatory in-kind service included but not limited to just farming practices? Sounds like I could be asked to do anything the big government wants. I'm not a contractor or a general contractor. My label is a producer. That means I produce a product from growing plants which is for me called grain. I specialize in certain grains not all grains and my equipment reflects just that, the certain grains I grow. Are you telling me I might have to produce something that possibly I'm not equipped to do and not harvest?

RESPONSE: The type of In-kind Services required for 2024 are listed on the Lease Maps at <https://dep.nj.gov/otpla/2023-farm-lease-opportunities/>. In-kind Services may change based on Fish & Wildlife's needs during a given year. Pursuant to Subparagraph 4A of the Fish & Wildlife Lease Agreement, "the required In-kind Services shall be mandatory and designated by the Department on an annual basis. In-kind Services may include, but are not limited to, planting a crop, plowing, discing, seeding operations, applying herbicide, lime or fertilizer, mowing, brush hogging, no-till drilling seed or any combination of these activities. Tenant is responsible for all costs including, but not limited to labor, fuel, seed, chemical or other resources necessary to complete the In-kind Service." Further, pursuant to Subparagraph 4E, "Tenant shall be responsible for providing his/her own equipment to perform the In-kind Services."

Part 2: On top of that I'm responsible for all work and no subcontractors?

RESPONSE: Yes. Pursuant to Subparagraph 4F of the Fish & Wildlife Lease Agreement, "Tenant shall not enter into subcontractor agreements to fulfill Tenant's In-kind Services obligations under this Lease. Any subcontract made shall be null and void and shall, in the discretion of the Department, constitute grounds for termination of this Lease."

Part 3: Do I get prevailing wage for the IN-KIND SERVICES? Or does this get the state out of hiring for contract [which has to be for bid and prevailing wage?].

The Department reminds all bidders that information obtained through any other source or identified in a "Bidder Question" should not be relied upon when making bidding decisions.

RESPONSE: Pursuant to Subparagraph 4A of the Fish & Wildlife Lease Agreement, Tenant shall perform In-kind Services on a parcel or parcels of land for a reduction in the Base Rent.

Part 4: Traveling up to a 5 mile radius from where?

RESPONSE: Pursuant to Subparagraph 4A of the Fish & Wildlife Lease Agreement, Tenant shall perform In-kind Services on a parcel or parcels of land within a five (5) mile radius of the Premises.

Part 5: Does IN KIND SERVICES have to be done before or after I plant my crop?

RESPONSE: Pursuant to Subparagraph 4B of the Fish & Wildlife Lease Agreement, "for each Lease Year, the Department shall notify the Tenant, as described in Paragraph 34 ("NOTICES"), on or before March 1 of the current Lease Year, of the In-kind Services to be performed, the deadline to perform the In-kind Services, and the In-kind Parcel where the In-kind Services shall be performed."

Part 6: Am i responsible for property taxes on farm assessed land?

RESPONSE: Pursuant to Paragraph 15 of the Fish & Wildlife Lease Agreement, "Tenant shall be responsible for, and promptly pay when due, all taxes and assessments, together with interest and penalties thereon, that are levied upon or assessed with respect to the Premises or the leasehold estate hereby created."

Part 7: Where does my liability end? Does it end with me leaving the property or does my liability cover hikers, hunters, trespassers, drivers, or anyone else who decides to walk on state land?

RESPONSE: Pursuant to Paragraph 20 of the Fish & Wildlife Lease Agreement, "Tenant shall, for itself, its successors, and assigns, assume all risks and liabilities arising out of Tenant's possession, operation, maintenance, and improvement of the Premises and In-kind Parcel."

Part 8: Section 14 Security? I am responsible for other people's property or well being that enters state land?

RESPONSE: Pursuant to Paragraph 14 of the Fish & Wildlife Lease Agreement, "Tenant shall, at Tenant's sole cost and expense, be completely responsible for all security of the Premises. Except as otherwise provided herein, Department has no obligation to Tenant for security of the Premises and shall not be responsible to Tenant, its agents, servants, employees, visitors, or contractors for personal injury, death, and/or loss, damage or destruction of improvements, supplies, equipment, or other personal property on the Premises."