

BID PACKAGE FOR PUBLIC SALE AT AUCTION OF  
LAND COMMONLY KNOWN AS THE WESTON ROAD LANDFILL  
IN THE TOWNSHIP OF HILLSBOROUGH, COUNTY OF SOMERSET,  
STATE OF NEW JERSEY, BLOCK 185, LOT 1.05

**TOWNSHIP OF HILLSBOROUGH  
INTRODUCTION TO BID PACKAGE**

This is the Bid Package for public sale at auction of that land owned by the Township of Hillsborough and commonly known as the Weston Road Landfill, Block 185, Lot 1.05, in the Township of Hillsborough, County of Somerset, State of New Jersey ("Property").

All pages in the Bid Package are to be initialed and dated by the Bidder and submitted as part of the Bid Proposal.

The Access Agreement and Agreement for Purchase of Real Estate are to be signed, dated, and submitted as part of the Bid Proposal.

Bidders will have sixty (60) days after the date that the Legal Notice is published to conduct due diligence regarding the condition of the Property.

The Township reserves the right to reject all bids for any reason and to waive immaterial defects in the bid submission.

Dated: May 6, 2022

Township of Hillsborough

By: *Pamela Borek*  
Pamela Borek, MBA, RMC  
Township Clerk

## **WESTON ROAD LANDFILL AUCTION BID PROPOSAL FORM AND CHECKLIST**

The Bid Proposal shall be submitted in one envelope and included the following:

1. Ordinance 2022-07 with Exhibit A attached
2. Bid Proposal Form
3. Bidder Certification regarding Interests and Gifts
4. Acknowledgement of Receipt of Addenda
5. Statement of Ownership Disclosure
6. Non-Collusion Affidavit
7. Consent of Surety (To be supplied by Bidder)
8. Bid Document Checklist
9. Access Agreement
10. Agreement for Purchase of Real Estate

THE ABOVE MATERIAL MUST BE SUBMITTED IN AN ENVELOPE ADDRESSED TO:

Pamela Borek, Township Clerk  
Township of Hillsborough  
Peter J. Biondi Municipal Building  
379 South Branch Road  
Hillsborough, New Jersey 08844

IT SHALL BE LABELED:

Bid at Public Auction for Weston Road Landfill

Including the name and address of the Bidder on the outside of the envelope.

**Township of Hillsborough**

**BID DOCUMENT CHECKLIST**

**Required  
By Owner**

**Submission Requirement**

**Initial each  
required entry**

•	Ordinance 2022-07 with Exhibit A (included)	
•	Bid Proposal Form (included)	
•	Bidder Certification Regarding Interests and Gifts (included)	
•	Acknowledgment of Addenda (included)	
•	Statement of Ownership Disclosure (included)	
•	Non-Collusion Affidavit (included)	
•	Bid Document Checklist (included)	
•	Consent of Surety (to be supplied by bidder)	
•	Access Agreement (included)	
•	Agreement for Purchase of Real Estate (included)	

Bidders are required to initial and date all pages in the Bid Package and submit as part of the Bid Proposal.

The Access Agreement and Agreement for Purchase of Real Estate are to be signed and dated and submitted as part of the Bid Proposal.



# Township of Hillsborough

COUNTY OF SOMERSET  
THE PETER J. BIONDI BUILDING  
379 SOUTH BRANCH ROAD  
HILLSBOROUGH, NJ 08844  
(908) 369-4313  
[www.hillsborough-nj.org](http://www.hillsborough-nj.org)

## ORDINANCE 2022-07

### **An Ordinance Authorizing the Public Auction of Block 185, Lot 1.05, Known as the Weston Road Landfill.**

**EXPLANATION:** This Ordinance authorizes the public auction of Block 185, Lot 1.05, known as the Weston Road Landfill.

**WHEREAS**, the Township of Hillsborough owns Block 185, Lot 1.05, consisting of approximately 4.9140 acres, commonly known as the Weston Road Landfill ("Property"); and

**WHEREAS**, because the Property is no longer in use or operated as a landfill and needs remediation and closure, and is no longer necessary for a public purpose, the Township of Hillsborough desires to offer the Property to prospective bidders which are willing to remediate and close the Property in accordance with Department of Environmental Protection requirements and return the Property to the Township tax rolls; and

**WHEREAS**, it is the intent of the Township to offer the Property to the public following the auction process found in the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., with the Property to be auctioned as surplus property to that bidder meeting the requirements in the Legal Notice attached as Exhibit A to this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Hillsborough, Somerset County, New Jersey, that the Property be auctioned on the following conditions:

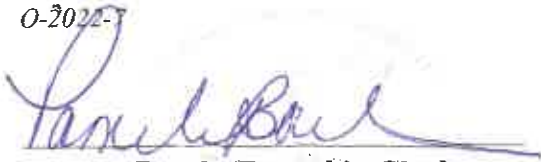
1. The Property is no longer needed and is hereby declared surplus property.
2. The Property shall be auctioned on the terms and conditions contained in the Legal Notice attached to this Ordinance as Exhibit A.
3. The Township Attorney is hereby authorized to prepare the necessary bidding package to solicit bids and the Clerk is authorized to issue that bid package.
4. The Township Administrator, Clerk and Township Attorney are authorized to conduct a public auction of the Property.
5. After the receipt of bids for the Property, the Township Committee of the Township of Hillsborough will review the bids and award the Property by Resolution to that bidder whose bid conforms with the conditions contained in the Legal Notice attached to this Ordinance as Exhibit A and which bid is the most advantageous to the Township, price and other factors considered. The Township Committee, however, expressly reserves the right to reject all bids where the highest bid is not accepted.
6. Upon the adoption of a Resolution awarding the Property, the Township Attorney is authorized to prepare the necessary documents to convey the Property and attend the closing, and that the Mayor and Clerk are authorized to sign the necessary closing documents to convey the Property.
7. The Property shall be auctioned and sold "AS IS" and "WHERE IS".

This Ordinance shall take effect in accordance with law.

**ATTEST:**

**TOWNSHIP OF HILLSBOROUGH:**

O-2022-7



**Pamela Borek, Township Clerk**



**Shawn Lipani, Mayor**

*Introduced: March 22, 2022*

*Published: April 1, 2022*

*Public Hearing: April 26, 2022*

*Adopted:*

*Published:*

# LEGAL NOTICE

Notice is hereby given that an Ordinance entitled:

## ORDINANCE 2022-07

An Ordinance titled,

### **An Ordinance Authorizing the Public Auction of Block 185, Lot 1.05, Known as the Weston Road Landfill..**

was introduced at a Meeting of the Township Committee of the Township of Hillsborough, County of Somerset, State of New Jersey held on March 22, 2022 and was passed and approved by the said Township Committee at a regular and duly convened meeting held on April 26, 2022.

PUBLIC SALE AT AUCTION OF LAND COMMONLY KNOWN AS THE WESTON ROAD LANDFILL IN THE TOWNSHIP OF HILLSBOROUGH, COUNTY OF SOMERSET, STATE OF NEW JERSEY

Please take notice that on July 12, 2022 at 2:00 P.M., the Township of Hillsborough will auction that property commonly known as the Weston Road Landfill, Block 185, Lot 1.05, consisting of approximately 4.9140 acres ("Property").

The auction will take place promptly on July 12, 2022 at 2:00 P.M. at the Township of Hillsborough Peter J. Biondi Municipal Building, Courtroom and Committee Meeting Chambers, 379 South Branch Road, Hillsborough, New Jersey.

In addition to any restrictions that are or may be imposed on the Property by the New Jersey Department of Environmental Protection ("DEP"), the Township of Hillsborough will impose the following supplemental conditions which shall all run with the land and shall bind the successful bidder and the successful bidder's heirs, successors, assigns and representatives:

1. The Weston Road Landfill must be closed by the successful bidder at its own cost and expense in accordance with all DEP regulations applicable to a landfill no longer in operation or use, including the preparation of and submission of a Closure and Post-Closure Plan pursuant to N.J.A.C. 7:26-2A.9 et seq. ("Closure Plan") to the DEP.
2. Any future remediation or construction on the Weston Road Landfill must be by the successful bidder at its own cost and expense in accordance with the DEP Closure Plan to be prepared and submitted by the successful bidder to the DEP for approval, the Soil Erosion and Sediment Control Act, and the Revised General Ordinances of the Township of Hillsborough, including the Land Development Ordinance.
3. Upon the award of the Property to the successful bidder by the Township of Hillsborough, the successful bidder must post a Performance Bond, within ten (10) days of the award, with the Township in an amount to be approved by the Township Engineer to provide financial assurance that the Weston Road Landfill will be closed in accordance with the DEP approved Closure Plan. Once the DEP approves the Closure Plan, the Performance Bond may be converted into a portion of the financial assurance the DEP may require to close the Weston Road Landfill in accordance with the approved Closure Plan and to establish any escrows that the DEP may require pursuant to the Sanitary Landfill Closure and Contingency Fund Act, the Solid Waste Management Act or for any legacy landfill account.

4. The current access easement to the Property through Block 185, Lot 1, from Weston Road may only be vacated or modified by action or written approval of the Township.
5. As a minimum bid, the successful bidder must agree to prepare the Closure Plan and submit it to the DEP for approval, submit a Performance Bond as described above to the Township of Hillsborough and agree to remediate and close the Weston Road Landfill in accordance with DEP requirements.
6. Once the DEP approves the Closure Plan, the Township of Hillsborough shall convey the Property to the successful bidder. The purpose of this restriction is to ensure that the successful bidder obtains approval for the Closure Plan for the Property.
7. The successful bidder must agree to indemnify and hold the Township of Hillsborough harmless for all claims arising from the Weston Road Landfill for personal injury or property damage against the Township, including any future claims.
8. The successful bidder must agree to indemnify and hold the Township of Hillsborough harmless for all claims arising from the Weston Road Landfill that the DEP has asserted or may assert against the Township, including any future claims and natural resources damages.
9. The successful bidder must agree to provide a general release to the Township of Hillsborough for all claims the successful bidder may have against the Township now or in the future.
10. The successful bidder must agree to provide a Certificate of Liability Insurance naming the Township of Hillsborough as a named insured in the following amounts:

General Liability in the sum of \$2,000,000.00 per accident and \$4,000,000.00 aggregate.

Property Damage in the sum of \$2,000,000.00 per accident and \$4,000,000.00 aggregate.

Commercial Umbrella in the sum of \$2,000,000.00 per accident and \$4,000,000.00 in the aggregate.

Workers Compensation in the statutory sum.

11. The Property is being sold “AS IS” and “WHERE IS”. The Property is sold subject to any existing environmental conditions, encumbrances, liens, easements, zoning ordinances, other restrictions of record, such as facts an accurate survey would reveal.
12. After this Legal Notice is published, bidders will be provided access to the Township of Hillsborough government records on file pertaining to the Property, including any environmental studies. However, bidders may not rely on these records and the records are merely provided for the convenience of the bidders. After this Legal Notice is published, there will be a period of sixty (60) days for bidders to conduct due diligence regarding the condition of the Property, including title, survey, and a Preliminary Assessment Report (“PAR”) at their own cost and expense. If the PAR reveals the need for a Phase II, bidders shall notify the Township of Hillsborough that a Phase II is necessary, including invasive testing, and propose a testing plan for approval by the Township. Based upon the testing plan, the Township of Hillsborough will determine whether to consent to the invasive testing and the Township Engineering Department will coordinate the same with the bidder or bidders. If the Township of Hillsborough declines to consent to further testing, the Township will terminate the auction process without any further obligation to bidders.
13. No financial exception or contingency will be permitted by the Township of Hillsborough.
14. No title or survey exception or contingency is permitted by the Township of Hillsborough.
15. No environmental remediation exception or contingency is permitted by the Township of Hillsborough.

16. As part of the bid package, there will be a form of Agreement for Purchase of Real Estate that bidders will be required to sign. The Purchase and Sale Agreement will, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., contain a provision disclosing that the Property is a sanitary landfill.

17. The bid package may be obtained from the Township Clerk at the Peter J. Biondi Municipal Building during regular business hours.

18. The Township Committee expressly reserves the right to reject all bids where the highest bid is not accepted.

The Legal Notice and auction may be withdrawn by the Township of Hillsborough at any time.

The award of the sale of the Property is subject to approval by Resolution of the Township Committee of the Township of Hillsborough.

Any conforming or non-conforming bid to this Legal Notice may be accepted or may be rejected.

For more information, bidders may contact Pamela Borek, Township of Hillsborough Clerk.

A handwritten signature in dark ink, appearing to read "Pamela Borek". The signature is fluid and cursive, with the first name "Pamela" written in a larger, more prominent script than the last name "Borek".

Pamela Borek  
Hillsborough Township Clerk

*For Office Use Only:*  
*Sent: 04/27/2022*  
*Published:*

## BID PROPOSAL FORM

- Complete, sign and date this form.
- Bidder to submit a Consent of Surety stating that the surety will post a Performance Bond, within ten (10) days of the award, with the Township in an amount to be approved by the Township Engineer to provide financial assurance that the Weston Road Landfill will be closed in accordance with the Department of Environmental Protection ("DEP") approved Closure Plan.
- Bidder agrees to close the Weston Road Landfill at its own cost and expense in accordance with all DEP regulations applicable to a landfill no longer in operation or use, including the preparation of a submission of a Closure and Post-Closure Plan pursuant to N.J.S.A. 7:26-2A.9 et seq. to the DEP.
- Bidder hereby offers the Township \$\_\_\_\_\_ to convey the Weston Road Landfill to the Bidder. This amount is to be paid at closing. (Bidder must insert an amount.)

Applicant Signature and Date:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

**TOWNSHIP OF HILLSBOROUGH  
BIDDER CERTIFICATION**

Direct/Indirect Interests

I declare and certify that no member of the Township of Hillsborough Township Committee, nor any officer or employee or person whose salary is payable in whole or in part by the Township or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Committee Member, employee, officer of the Township has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the head of the firm or company.

I certify that I am not an official or employee of the Township of Hillsborough.

Gifts: Gratuities: Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any Township official, Committee Member or employee of the Township.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

\_\_\_\_\_  
President or Authorized Agent  
(print)

\_\_\_\_\_  
Signature

**TOWNSHIP OF HILLSBOROUGH**

**Acknowledgment of Receipt of Addenda**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addenda Receipt	Number	Dated	Acknowledged  (initial)
--------------------	--------	-------	-------------------------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized  
Representative)

Name: \_\_\_\_\_  
(Print or type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)
- ☐ Partnership    ☐ Limited Partnership    ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

**(Please attach additional sheets if more space is needed):**

<b>Name of Individual or Business Entity</b>	<b>Home Address (for Individuals) or Business Address</b>

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**TOWNSHIP OF HILLSBOROUGH**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey )  
 ) SS:  
County of Somerset )

I, \_\_\_\_\_ residing in \_\_\_\_\_  
 (name of affiant) (name of Municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose  
and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
 (title or position) (name of firm)  
the bidder making the Proposal for this bid entitled  
\_\_\_\_\_, and

(title of bid proposal)  
that I executed the said proposal with full authority to do so  
that said bidder has not, directly or indirectly, entered into  
any agreement, participated in any collusion, or otherwise taken  
any action in restraint of free, competitive bidding in  
connection with the above-named bid; and that all statements  
contained in said proposal and in this affidavit are true and  
correct, and made with full knowledge that the Township of  
Hillsborough relies upon the truth of the statements contained  
in said submission.

I further warrant that no person or selling agency has been  
employed or retained to solicit or secure such license upon an  
agreement or understanding for a commission, percentage,  
brokerage or contingent fee, except bona fide employees or bona  
fide established commercial or selling agencies maintained by  
the bidder for the purpose of securing business.

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me  
This \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public of  
My commission expires:  
(Seal)

## SITE ACCESS AGREEMENT

This Site Access Agreement ("Access Agreement") is made as of this \_\_\_\_ day of \_\_\_\_, 2022 ("Effective Date"), between **Township of Hillsborough**, ("Owner" or "Grantor") and \_\_\_\_ ("Grantee") (collectively, the "Parties").

### WITNESSETH

**WHEREAS**, Grantor is the owner of Block 185, Lot 1.05 in the Township of Hillsborough, County of Somerset, State of New Jersey (hereinafter, the "Premises"); and

**WHEREAS**, Grantee requested access to the Premises to conduct environmental testing in accordance with applicable law; and

**WHEREAS**, Grantor is willing to grant Grantee such limited access on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, of the promises and mutual covenants and agreements contained herein, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sole Ownership.** Grantor represents that the only party having present ownership interest in the Property is Grantor, and that no other person or entity has any present legal or equitable title to or any leasehold interest in such Property or any causes of action in reference thereto.

2. **Right of Access.** Subject to the terms of this Access Agreement, Grantee, its employees, consultants, agents, contractors, and subcontractors shall have access to the Premises to accomplish the activities described in Paragraph 3 (the "Work"). Subject to the terms of this Access Agreement, Grantee, its consultants, and contractors may decommission the well on the Premises.

3. **Environmental Testing.** Subject to the terms and conditions of this Access Agreement, Grantor grants Grantee, including its designated employees, consultants, agents, contractors and subcontractors, permission to enter the premises for the sole purpose of Grantee's performance of a Preliminary Site Assessment in accordance with the Department of

Environmental Protection ("DEP") technical requirements. Upon the completion of the Preliminary Assessment Report by the Grantee, a complete copy shall be provided to Grantor.

If the Preliminary Assessment Report discloses the need for invasive testing, then, subject to the terms and conditions of this Access Agreement, including the notice requirements, Grantor will grant access to the Premises for the invasive testing provided that a representative of the Grantor is present during the invasive testing. Upon the receipt of the results of the invasive testing by the Grantee, a complete copy shall be provided to Grantor (collectively, the "Work").

4. Compliance with Law. Grantee will comply with all applicable laws and regulations in conducting the work on the Premises.

5. Operations Non-Interference. Grantee, in exercising the rights granted hereunder, shall not unreasonably interfere with Grantor's access to or use of the Premises. To the maximum extent practicable, Work shall be located and conducted in such a manner to minimize impact on the Grantor's operation upon the Premises, if any.

6. Commencement of Work. Prior to the start of any Work hereunder, Grantee shall notify Grantor in writing of the name, address, contact person and telephone number of its contractor. Such notice shall be provided in accordance with Paragraph 7 of this Agreement.

Grantee shall notify Grantor in writing at least three (3) days prior to the date when it intends to enter the Premises to conduct any Work, which notice may take the form of a single schedule of the Work presented to Grantor. Such notice shall be provided in accordance with Paragraph 7 of this Agreement. The amount of advanced notice required may be shortened by mutual consent of the parties.

7. Notice Procedure. All notices, demands or other communications to be given under this Access Agreement must be in writing and will be considered given: (i) three (3) business days following the day the notice is deposited in the U.S. mail, sent by registered or certified mail postage prepaid, return receipt requested; (ii) where permitted by applicable law, one (1) business day following the day the notice is timely deposited with a national overnight courier service; or (iii) one (1) business day following the day sent by email, with confirmed receipt, and the original deposited in the U.S. mail

on the day sent by email. The Parties shall promptly provide each other with written notice of any change in the contact information, for the above-designated recipients of required notices. All correspondence and notices required hereunder shall be sent to:

For Grantor to:

For Grantee to:

8. **Work Standards.** Grantee shall perform all Work in a safe and workmanlike manner consistent with the generally accepted level of care and skill ordinarily exercised by professional engineers, remediation/environmental contractors or consultants and others performing services of a similar nature and in accordance with normal industry standards and shall maintain all equipment in good condition and repair. The Work shall be completed with reasonable diligence and paid for in full by Grantee free and clear of all liens and encumbrances. Grantee will take all necessary and prudent precautions to fence or otherwise always secure the Work area, and to ensure that all equipment, materials, and substances generated or brought onto Grantor-owned property pose no threat to safety or the health of the environment.

9. **Certificates of Insurance.** Grantee represents, covenants and warrants (a) that Grantee's consultants and contractors or such other duly authorized agent/contractor performing the work pursuant to this Access Agreement shall carry, at a minimum, casualty, and general liability insurance in amounts of not less than as set forth in Paragraph 10 of the Legal Notice.

10. **Permits and Reports.** Grantee shall be responsible for obtaining all necessary permits and licenses for the Work, and shall comply with all local, state, and federal, statutes, regulations, ordinances, and other applicable law governing the Work at all times.

11. **Mark Outs.** Grantee shall be solely responsible for ascertaining and marking the location(s) of any subsurface

utility structures which may exist beneath the Premises and avoiding interference with or damage to same.

12. Right to Accompany. As stated above, Grantor and/or its representative(s) shall have the right to accompany Grantee's contractors, agents, and representatives at any time they access the Premises.

13. Term. This Access Agreement shall terminate sixty (60) days after the Effective Date. If at the time of termination, the Work is not complete, the Parties agree to negotiate, in good faith, for an extension of the Agreement.

14. No Admissions. This Access Agreement is not and shall not be construed as an admission of any issue of fact or law or as an admission or adjudication of any liability and shall not be admissible in any other suit or proceeding except a suit or proceeding to enforce the terms contained herein.

15. Assignment. Grantor is permitted to transfer or assign any of its rights or obligations under this Access Agreement to a consultant or contractor to perform the Work.

16. Entire Agreement. This Access Agreement constitutes the Parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Access Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

17. Arm's Length. Grantor and Grantee acknowledge that this Access Agreement has been negotiated at arm's length and, therefore, agree that any rule of construction on contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document.

18. Enforcement. If any part of this Access Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

19. Non-Waiver. The waiver of any breach of any term or condition of this Access Agreement does not waive any other breach of that term or condition or of any other term or condition.

20. Applicable Law. Grantee and Grantor agree that this Access Agreement may be enforceable in a court of law in accordance with New Jersey law without regard to conflicts of

law principles and consent to being subject to the jurisdiction of the courts of New Jersey.

21. **Execution.** This Access Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Facsimile signatures, including signatures provided by electronic mail, which shall be considered originals and have the force and effect of same.

22. **Parties Bound.** This Access Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, personal representatives, successors, transferees, assigns, and tenants.

23. **Effective Date.** This Access Agreement shall take effect on the date set forth in the preamble hereto.

**(Signatures on Next Page)**

IN WITNESS WHEREOF, the Parties hereto have hereunto placed their respective hands and seals as of the Effective Date.

**TOWNSHIP OF HILLSBOROUGH**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## AGREEMENT FOR PURCHASE OF REAL ESTATE

This Agreement for Purchase of Real Estate ("Agreement") is made on \_\_\_\_\_, 2022, between the Township of Hillsborough with an address at 379 South Branch Road, Hillsborough, New Jersey 08844 ("Seller") and \_\_\_\_\_, with an address at \_\_\_\_\_ ("Buyer").

1. Purchase Agreement. The Seller agrees to sell, and the Buyer agrees to buy the property referenced in this Agreement.

2. Description of Property. The property to be sold consists of: (a) the land and all the buildings, other improvements, and fixtures on the land; (b) all the Seller's rights relating to the land; and (c) all personal property specifically included in this Purchase Agreement:

Block 185, Lot 1.05 known as the Weston Road Landfill.

The foregoing property shall be referred to as the "Property".

3. Consideration. The consideration or purchase price for the Property shall be that the Buyer agrees to remediate and close the Property known as the Weston Road Landfill in accordance with all Department of Environmental Protection ("DEP") requirements for a landfill no longer in operation or use, including the preparation of a Closure and Post-Closure Plan pursuant to N.J.A.C. 7:26-2A.9 et seq. ("Closure Plan") and payment to Seller in the amount of \_\_\_\_\_ Dollars.

4. Deposit in the form of a Performance Bond. The deposit will be in the form of a Performance Bond in an amount to be determined by the Township of Hillsborough Engineer to provide assurance that the Weston Road Landfill will be closed in accordance with the DEP approved Closure Plan.

5. Time and Place of Closing. The closing of title shall take place within sixty (60) days of the approval of the Closure Plan by the DEP, including the posting of financial assurance. The parties agree to fully cooperate so the closing can take place

within this period. The closing will be held at the Township of Hillsborough Municipal Building.

6. Physical Condition of Property. The property is being sold "AS IS" and "WHERE IS" subject to all existing conditions, defects, easements, encumbrances, and restrictions. The Seller makes no representation as to the value or condition of the Property. The Seller also makes no representations as to the existence of any adverse environmental conditions or contamination on the Property. Buyer represents that Buyer has inspected the Property prior to the public auction and execution of this Agreement and agrees to accept the Property "AS IS" and "WHEREAS". Buyer expressly agrees to undertake all remediation and closure of the Property and to bring the Property into compliance with all applicable federal, state, and local statutes, rules, regulations, codes, and ordinances in accordance with the DEP approved Closure Plan.

7. Quality of Title. Seller agrees to convey title by Quitclaim Deed. Buyer shall be responsible for the payment of all fees, assessments, liens, taxes, and encumbrances that may exist against the Property.

8. Transfer of Title. Seller will provide Buyer with a fully executed Quitclaim Deed, Affidavit of Title, Affidavit of Consideration, Seller Residency Certification, 1099 Reporting Forms and FIRPTA Certificate of Non-Foreign Status at the time of transfer of title.

9. Realtor's Commission. The parties represent they have not used the services of a real estate agent and no real estate commissions are due and payable because of this transaction. Each party shall be responsible for payment of any real estate commissions attributable to their respective use of a realtor related to this transaction and all real estate commission due and owing shall be paid at the time of closing.

10. Parties Liable. This Agreement is binding upon all parties who sign it. Neither this Agreement, nor any right or rights under this Agreement, shall be assigned by the Buyer without the prior written consent of the Seller. Any assignment made in

violation of these provisions shall be null and void. Buyer represents that Buyer has sufficient cash available to consummate the within transaction. Unless the conditions of this Agreement shall, in all respects, be complied with by Buyer in the manner provided in this Agreement: Buyer shall lose all rights, remedies or actions either at law or equity under this Agreement. If Seller is unable to convey title as set forth herein, Buyer's sole remedy shall be to terminate this Agreement.

11. Contingencies. This Agreement shall only be contingent upon Seller being able to convey a Quitclaim Deed to the Property subject to all fees, assessments, liens, taxes and encumbrances that may exist against the Property which shall be paid by Buyer. Once the Seller awards this Agreement to the Buyer, the transfer of the Property shall not be contingent upon any inspections of the Property as the Property is being sold "AS IS" and "WHEREAS" subject to all existing conditions and defects. This Agreement shall not be contingent upon Buyer obtaining a mortgage loan or any financing for the purchase. Buyer expressly represents that Buyer has sufficient funds available to post the required Performance Bond for the remediation and closure of the Property and satisfy Buyer's obligations under this Agreement.

12. Buyer's Indemnification and Hold Harmless Agreement. Buyer hereby agrees to indemnify and hold Seller harmless for all claims arising from the Weston Road Landfill for personal injury or property damage claims against Seller, including any future claims. Buyer hereby agrees to further indemnify and hold Seller harmless for all claims arising from the Weston Road Landfill that the DEP has asserted or may assert against Seller, including any future claims and natural resources claims/damages.

13. General Release. Buyer agrees to provide a general release to Seller for all claims Buyer may have against Seller now or in the future. Buyer specifically agrees not to assert any claims against Seller arising from the Weston Road Landfill and the sale of the Landfill by Seller to Buyer.

14. Buyer's Acknowledgment that Property is a Landfill. Pursuant to the New Jersey Solid Waste Management Act, N.J.S.A. 13:E-1, et seq., Buyer acknowledges that the Property is a landfill known as the Weston Road Landfill.

15. Attorney Review. This Agreement was reviewed and prepared by Seller's attorney. While the terms and conditions herein are non-negotiable and will not be altered, the Agreement has been made available for review by prospective purchasers and their legal representation prior to the public auction and on the auction day itself. The parties agree that the three (3) day attorney review period does not apply to this transaction.

16. Complete and Binding Agreement. This Agreement is the entire and only Agreement made between the Buyer and Seller with respect to the Property. Neither party has made any promises or guarantees of or affecting the Property which are not contained herein. This Agreement binds the Seller, the Buyer and their respective heirs and it replaces and cancels any previous Agreements between them. This Agreement can only be changed by an Agreement in writing signed by both parties. It is understood that willful refusal by either party to perform the promises and representations made by them in this Agreement will subject the other party to damages.

17. Assignment. Buyer shall not assign its rights under this Agreement without the express written consent of Seller.

18. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. Any claims of or arising out of this Agreement shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

19. Notices. All notices pertaining to this Agreement shall be in writing. All notices shall be sent to the other party by overnight mail by recognized carrier, certified mail, personal delivery, or ordinary mail. Notices shall be considered effective if sent to the parties' attorneys.

20. Authorized Signatures. By execution of this Agreement, the signatories represent they have full legal power and authority to execute this Agreement for the purposes expressed herein and to bind the parties hereto.

**Attest/Witness**

**Township of Hillsborough**

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**Attest/Witness**

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