

Franklin Township
Farm Lease
Form and Checklist
Block 35, Lot 26.01- Hunting Lease

Bidder's Name: _____

Bidder's Address: _____

Bidder's Telephone Number: _____

Bidder's email (optional): _____

Annual Rent: \$ _____

Total Rent (annual rent x 3): \$ _____

The following items must be included in your bid submission:

- **Non-collusion Affidavit** (attached in the bid package).
- **Iran Certification** (attached in the bid package)
- **Russia/Belarus Certification** (attached in the bid package)

*****Please note the farm field area of this property is being bid out separately for farming purposes.*****

Notice to Bidders

Take notice that on the 3rd day of October, 2024, the Township of Franklin, County of Hunterdon, State of New Jersey, shall take sealed bids for the lease of certain real property owned by the Township of Franklin for hunting purposes (bow hunting only) for the 2025, 2026 and 2027 calendar years. The lands to be leased are shown on the Tax Map as Block 35, Lot 26.01. All bidders should be aware that the Township will be separately leasing this same property to a farmer for agricultural use. The hunting lease shall only be for the wooded portion of the property.

Bids shall be delivered to the Township of Franklin, 202 Sidney Road, Pittstown, New Jersey 08867. The sealed envelope shall bear the notation "Bid for Hunting Lease Block 35, Lot 26.01" **All bids must be delivered to the Municipal Clerk by 10:00 AM on the 3rd day of October 2024.** The winning bid will be awarded at the Committee Meeting on October 10th at 7:30 p.m. After awarding the bid the Township is required to adopt an ordinance before it can formally sign the lease agreement, the adoption of the Ordinance is scheduled for November 14, 2024.

Bid documents are available from the Clerk during regular business hours or by submitting a written request with a postage paid, return envelope. The bid document includes the contract that the Township intends to use to award this bid. By submitting a bid, the bidder is acknowledging that he/she has reviewed all the terms of the contract and agrees to comply with all requirements.

Every bid must include a complete Bid Proposal Form, Affidavit of Non- Collusion and Iran Certification. By submitting a bid, the bidder acknowledges that he/she/it has adequate insurance in conformance with the insurance requirements listed in the contract and that a certificate naming the Township and NJDEP as an additional insured will be provided prior to the winning bidder being permitted to enter the property.

The bid, if awarded, shall be made to the highest responsible bidder. The Township reserves the right to reject all bids. The Township reserves the right to waive such defects in any bid that does not, in the Township's discretion, materially affect the bid.

Christine Burke
Franklin Township
Municipal Clerk

HUNTING LEASE

This lease is entered into this ___ day of _____, 2024, between **Franklin Township** with an address of 202 Sidney Road, Pittstown, New Jersey 08867, hereafter known as “the Landlord”, and _____, with an address of _____, hereafter known as “the Tenant”.

I. PROPERTY DESCRIPTION

The Landlord is the owner of Block 35, Lot 26.01 in Franklin Township, Hunterdon County, New Jersey. The property is currently being leased to a farmer for agricultural purposes. There exists a large portion of the property which is wooded and therefore unable to be farmed. The Landlord hereby leases to the Tenant, to use the wooded portion of the property for hunting purposes (bow hunting only).

This Lease was awarded after public bid pursuant to the Local Lands and Building Law.

II. GENERAL TERMS OF LEASE

- A. **Time Period Covered.** The provisions of this Lease shall be in effect for three (3) years, commencing on the 1th day of January, 2025 and terminating on December 31, 2027. The Landlord shall have the ability, for any reason, to terminate the Lease or to reduce the acreage covered by the Lease upon giving the Tenant thirty (30) days’ notice, subject to return of prorated rent.
- B. **Amendments and Alterations.** Amendments and alterations to this lease shall be in writing and shall be signed by both the Landlord and Tenant.
- C. **Right of Entry.** The Landlord reserves the right for its agents, its employees, or its assigns to enter the property at any reasonable time to:
- a) Consult with the Tenant;
 - b) Inspect the property to confirm compliance with lease requirements;
 - c) Make repairs, improvements, and inspections; and
 - d) Make use of the property as it deems appropriate in between hunting seasons.
- D. **No Right to Sublease.** The Landlord does not convey to the Tenant the right to lease or sublease any part of the property or to assign the lease to any person or persons whomsoever.
- E. **Binding on Successors and Assigns.** The provisions of this lease shall be binding upon the heirs, executors, administrators, successors, and assigns of the tenant in like manner as upon the original parties, except as provided by mutual written agreement.

- F. Notwithstanding anything to the contrary contained herein, the Tenant's rights under this Lease shall be subject to, limited by and exercised in accordance with the Green Acres Restrictions at N.J.S.A. 13:8C-1, et seq. and N.J.A.C. 7:36, et seq., as may be amended and supplemented. Furthermore, the Tenant shall exercise its rights under the Lease to ensure that the property continues to be operated for conservation and recreation purposed in accordance with the Green Acres Restrictions.

III. AMOUNT AND PAYMENT OF RENT

- A. **Cash Rental Rates.** The Tenant agrees to pay as cash rent in the amount of \$_____ per year, equaling a total rental amount of \$_____ for the entire three year term.
- B. **Rental Payment.** The annual cash rent shall be paid in full on or before January 1st of each year. If rent is not paid when due, the Tenant agrees to pay interest on the amount of unpaid rent at the rate of 10 percent per annum from the due date until paid.
- C. All rental payments received by the Township shall be used for operating, maintenance or capital expenses related to its funded parkland or its recreation program as a whole pursuant to N.J.A.C. 7:36-25.11(e).

IV. LAND USE

The Tenant shall be granted the right to access and hunt the Township's property for bow hunting only. **The use of firearms on this property is strictly prohibited.**

A. The Tenant agrees:

1. **Land use.** Tenant agrees as follows:

- (a). At all times, abide by all state and federal hunting rules and regulations.
- (b). If the Tenant is a club or organization:
- i. The club/organization shall provide the Township with the name and contact information for a representative who can be contacted by the Township regarding this lease.
 - ii. The club/organization agrees that it shall be responsible for the actions and activities of all persons hunting under this lease.

- iii. The club/organization shall provide the Township with a list of all members of its club/organization who are permitted to hunt under this lease. The club/organization is responsible for providing the names of any new members to the Township before that member can hunt on the property.
- (c) If the Tenant is an individual, only that individual may use the property.
- (d) Maintain proper safety procedures regarding firearms.
- (e) Maintain proper vigilance aimed at preventing fire or damage by other means to the leased area.
- (f) See that vehicles are driven only on established roads and to see that all gates are left as originally found.
- (g) Not to bring onto the property: millings, stone or other materials without prior written consent of the Township Committee.
- (h) Alcohol is not permitted to be served or consumed while on Township property.
- (i) Not to conduct any commercial or retail operation on the property.

2. **Insurance and Indemnification.** The Tenant, at Tenant's own cost and expense, shall obtain and provide and keep in full force for the benefit of the Landlord, during the term hereof, the following policies:

- Commercial general liability insurance, insuring the Landlord against any and all claims for bodily injury, property damage or personal injury liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises for injuries to any persons or property, for limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability, \$1,000,000 personal injury liability, \$5,000 medical payments and \$2,000,000 general policy aggregate. Coverage shall be on an occurrence basis. All insurance coverages referenced in this agreement, purchased by the Tenant shall use Insurers with a minimum A.M. Best rating of A-VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- Automobile Liability Coverage: for any non-owned vehicles a policy in the amount of \$1,000,000 each occurrence for bodily injury and property damage liability,

- Compliance by Tenant with the carrying of insurance and furnishing a certificate of insurance shall not in any way relieve Tenant from any liability or diminish their obligations to maintain the insurance coverages required herein, or by law.

The Township and NJDEP shall be named as an additional insured on a primary and non-contributory basis on these policies. The policy must provide for a waiver of subrogation in favor of the Owner. The insurance policies shall be with companies authorized to do business in this State and shall be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen (15) days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of payment of the premium therefore. Tenant shall not house automobiles, motortrucks, or tractors on the property, or otherwise violate restrictions in the Landlord's insurance policies without written consent from the Landlord.

The Tenant agrees to indemnify and hold harmless the Township, its employees, volunteers, invitees, agents and assigns and the NJDEP its employees, volunteers, invitees, agents and assigns from any and all claims or obligations brought against them or which may be alleged to be brought against them in relation to Tenant's use of the property. Tenant will indemnify the Township and NJDEP against any liability which may be awarded against it, and as part of said indemnity, will pay for all reasonable attorneys' fees and costs which may be incurred by it in defending any of said claims. As a condition to this indemnification and hold harmless provision, the Township and NJDEP shall have the right to defend any said claims brought against it and shall have the right to select counsel of his own choosing to represent them.

3. Damages. When Tenant leaves the property, to pay the Landlord reasonable compensation for any damages to the property for which he, the Tenant, is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the Tenant are excepted.
4. Costs of Operation. To pay all costs of operation.
5. Farm Lease. Tenant acknowledges that the property is currently being leased to a farmer for agricultural purposes. Tenant shall in no way interfere with the farmer's agricultural activities and shall take care not to damage any of the farmer's crops. Tenant shall confine its hunting activities to the wooded area of the property and shall only enter the tillable lands in order to retrieve game. Tenant shall ensure that all vehicles are parked in an area that will not block access to farming equipment.

B. The Landlord agrees:

1. **Removable Improvements.** Let the Tenant install tree stands or blinds which are temporary and removable in nature, which do not mar the condition or appearance of the property, at the Tenant's expense. The Township further agrees to let the Tenant remove such tree stands/blinds even though they are legally fixtures at any time this lease is in effect or within thirty (30) days thereafter, provided the Tenant leaves in good condition that part of the property from which such improvements are removed. The Tenant shall have no right to compensation for improvements that are not removed except as mutually agreed.
2. **Posting.** Tenant shall be permitted to post the property with "No Hunting" signs during the term of the lease.

C. Both agree:

1. **No Obligation to the Other Party.** Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
2. **Local Lands and Buildings Law.** This Lease was awarded to the highest bidder by submission of sealed bids pursuant to N.J.S.A. 40A:12-14.
3. It is mutually agreed that failure to abide by the terms of this Lease by any person present on the leased area under this lease will constitute cause for forfeiture of all hunting rights and rents.

V. GREEN ACRES

VII. GREEN ACRES

Tenant acknowledges that the property is listed on the Township's Recreation Open Space Inventory and therefore is governed by certain Green Acres restrictions.

- A. Tenant agrees to comply with all requirements set forth in N.J.A.C. 7:36-25.13 and any and all deed restrictions contained in Deed 2170, Page 206.
- B. **Public Access:** Tenant acknowledges that public access must be permitted on this property pursuant to the deed restrictions. Tenant shall be permitted to erect signage to inform the public that hunting may be occurring during state regulated hunting seasons and the proper safety precautions that should be taken when entering the woods during hunting season (i.e. wearing blaze orange).

- C. The terms of this lease have been reviewed and approved by the New Jersey Department of Environmental Protection in accordance with N.J.A.C. 7:36-25.13.

VI. OTHER TERMS

- A. Tenant recognizes the inherent dangers associated with hunting, both natural and human-created. Tenant recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may occur on the premises aforementioned. Tenant acknowledges his/her/its recognition of these dangers and the possible existence of dangerous physical conditions upon the premises. With the aforementioned recognitions in mind, tenant agrees to indemnify and hold harmless the Township and NJDEP as set forth in Paragraph IV(2).
- B. The various parts, sections and clauses of this Lease are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder off this Lease shall not be affected thereby.

Executed in duplicate on the date first above written:

Township of Franklin:

Christine Burke, Township Clerk

Mayor Michael Homulak

TENANT

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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 _____
(title or position) (name of club/organization)

the bidder making this Proposal for the bid proposal entitled "Hunting Lease" and 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 project; 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 Franklin relies upon the truth of the statements contained in said Proposal and in the Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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 _____.
(name of club/organization)

Subscribed and sworn before me
this _____ day of _____, 2024.

(Notary Public)

(Type or print name of affiant under signature)

My Commission expires: _____

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of Franklin (Hunterdon County)** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of Franklin (Hunterdon County)** to notify the **Township of Franklin (Hunterdon County)** in writing of any changes to the answers of information contained herein.*

*I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of Franklin (Hunterdon County)** and that the **Township of Franklin (Hunterdon County)** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).