ORDINANCE NO. 2021-03

AN ORDINANCE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF HUNTERDON, STATE OF NEW JERSEY AUTHORIZING THE LEASE FOR HUNTING PURPOSES OF CERTAIN PROPERTY OWNED BY THE TOWNSHIP AND NOT REQUIRED FOR PUBLIC PURPOSES.

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-14 authorizes the lease by municipalities of any real property, capital improvements or personal property or interests therein, not needed for public use to the highest bidder by open public lease at auction or by submission of sealed bids after the required newspaper advertisements; and

WHEREAS, the Township of Franklin is the owner of certain real property known as Block 5, Lot 2 & 3; and

WHEREAS, said properties are not needed for public use, and are currently leased for hunting purposes; and

WHEREAS, the Township Committee has determined that it is in the best interest of the Township continue to lease the property for hunting purposes; and

WHEREAS, the property known as Block 5, Lots 2 & 3 was offered for lease to the highest bidder via sealed bids, pursuant to N.J.S.A. 40A:12-14. The sealed bids were opened on February 23, 2021 at 12:00 p.m. at the Municipal Building, 202 Sidney Road, Pittstown, New Jersey.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Committee of the Township of Franklin, County of Hunterdon, State of New Jersey, that:

The hunting lease of the subject properties were offered for public bidding and the highest responsible bidder was **APPLEMOUNTAIN SPORTSMEN** with a total bid of **$3,063.00**, payable in three installments of **$1,021.00** each.

BE IT FURTHER ORDAINED that the property shall be leased in accordance with the terms enumerated in the form lease advertised and a copy of the signed lease shall be available for inspection at the Township Municipal Building.

Section 2:

If any section or provision of this Ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section of the provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Effective Date.

This Ordinance shall take effect upon final passage and publication as provided by law.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Committee of the Township of Franklin held on February 25, 2021 and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Township Committee to be held on March 25, 2021 at 7:30 p.m. or as soon thereafter as the Township Committee may hear this Ordinance Online at **https://us02web.zoom.us/j/87297158244** and/or at the Municipal Building, 202 Sidney Road, Pittstown, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Christine J. Burke

Christine Burke
Township Clerk

Additional Information:

Scheduled Zoom meeting.
Topic: Town Committee
Time: Mar 25, 2021 07:30 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/87297158244

Meeting ID: 872 9715 8244
One tap mobile
+13017158592,,87297158244# US (Washington DC)
+13126266799,,87297158244# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
Meeting ID: 872 9715 8244
Find your local number: https://us02web.zoom.us/u/kbQLdZC98b

I, Christine Burke, Clerk for the Township of Franklin, hereby certify that Ordinance #2021-03 was introduced on first reading by the governing body of the Township of Franklin, County of Hunterdon, on February 25, 2021.

Public hearing and consideration for adoption was held on March 25, 2021, at which time the Ordinance was finally adopted.

Christine J. Burke

Christine Burke, Township Clerk

Introduction	: February 25, 2021
Published	: March 4, 2021
Amended	: N/A
Published	: N/A
Public Hearing	: March 25, 2021
Adopted	: March 25, 2021
Published	: April 1, 2021

FRANKLIN TOWNSHIP
HUNTERDON COUNTY
FINAL PASSAGE

PUBLIC NOTICE is hereby given that the following titled Ordinance was duly considered for final passage and adopted by the Franklin Township Committee upon conclusion of the public hearing held on Thursday, March 25, 2021.

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF HUNTERDON, STATE OF NEW JERSEY AUTHORIZING THE LEASE FOR HUNTING PURPOSES OF CERTAIN PROPERTY OWNED BY THE TOWNSHIP AND NOT REQUIRED FOR PUBLIC PURPOSES.

By Order of the Township Committee

Christine J. Burke, RMC
Municipal Clerk

EMAIL TO THE HUNTERDON COUNTY DEMOCRAT

LEGAL NOTICE, ONE PUBLICATION ONLY, **THURSDAY, APRIL 1, 2021**

NO AFFIDAVIT NEEDED

HUNTING LEASE

This lease is entered into this 25th day of MARCH, 2021, between **Franklin Township** with an address of 202 Sidney Road, Pittstown, New Jersey 08867, hereafter known as "the Landlord", and APPLE MOUNTAIN SPORTSMEN with an address of 120 BUFFALO HOLLOW RD GLEN GARDNER NJ 08826, hereafter known as "the Tenant".

I. PROPERTY DESCRIPTION

The Landlord hereby leases to the Tenant, to use the property exclusively for hunting purposes, property consisting of approximately 11 acres situated at Block 5, Lots 2 & 3, in Franklin Township, Hunterdon County, New Jersey.

II. GENERAL TERMS OF LEASE

A. Time Period Covered. The provisions of this Lease shall be in effect for three (3) years and four months, commencing on the 1st day of April, 2021 and terminating on March 31, 2024. 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.

III. AMOUNT AND PAYMENT OF RENT

A. Cash Rental Rates. The Tenant agrees to pay as cash rent in the total amount of $3,063.00 payable in three installments of $ 1,021.00 each.

B. Rental Payment. The annual cash rent shall be paid in full on May 1, 2021 for the first year and on or before January 1 the subsequent years (January 2022 and January 2024). 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.

IV. LAND USE

The Tenant shall be granted the right to access and hunt the Township's property.

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.

V. 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 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:

Christine J. Burke
MUNICIPAL CLERK

Township of Franklin:

Phil Koury
Mayor Phil Koury

TENANT

Norman C. Peterson Jr.

NORMAN C. PETERSON JR

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of HUNTERDON ss:

I, NORMAN C PETERSON JR residing in LEBANON TOWNSHIP
(name of affiant) (name of municipality)

in the County of HUNTERDON and State of NEW JERSEY of full age, being duly sworn according to law on my oath depose and say that:

I am SECRETARY TREASURER of the APPLE MOUNTAIN SPORTSMEN
(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 APPLE MOUNTAIN SPORTSMEN.
(name of club/organization)

Subscribed and sworn before me
this 22nd day of 2021.

(Notary Public)

My Commission expires: 6-26-23

ANTONIO POACHES JR.
Notary Public - State of New Jersey
My Commission Expires Jun 26, 2023

Norman C. Peterson Jr.
(Type or print name of affiant under signature)

NORMAN C. PETERSON JR.