

**FRANKLIN TOWNSHIP
RESOLUTION #2024-16**

**A RESOLUTION OF THE TOWNSHIP OF FRANKLIN, COUNTY OF
HUNTERDON, STATE OF NEW JERSEY, AUTHORIZING THE
HUNTING LEASE OF CERTAIN PROPERTY OWNED BY THE
TOWNSHIP AND NOT REQUIRED FOR PUBLIC PURPOSES,
PURSUANT TO N.J.S.A. 40A:12-14 ET SEQ.**

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 bidding 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 not needed for public use and the Township Committee has determined that it is in the best interest of the Township to lease the property for hunting.

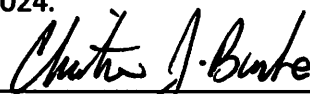
NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, that the properties listed on Exhibit A attached shall be offered for lease to the highest bidder by submission of sealed bids, pursuant to N.J.S.A. 40A:12-14. Opening of the sealed bid submissions will be conducted on January 25, 2024 at 10 am at the Municipal Building, 202 Sidney Road, Pittstown, NJ 08867. All sealed bids are required to be submitted prior to the bid opening.

BE IT FURTHER RESOLVED that the subject property shall be offered for public bidding as set forth below and shall be leased pursuant to the further expressed conditions enumerated below:

1. Each bid is subject to the rejection or acceptance by the Township Committee which shall occur no later than at its second regular meeting following the bid opening. The Township Committee reserves the right to reject all bids. If no action is taken by the Township Committee by the second regular meeting, then the bid shall be deemed to be rejected. The Township also reserves the right to postpone the date of lease and to withdraw the real property from bidding all together.
2. The minimum bid for each property is listed in Exhibit A. Each bidder shall submit his bid in terms set forth in the proposed Lease.

3. Each bidder shall be required to submit an executed lease with his bid.
4. The successful bidder shall be required to submit payment in accordance with the lease.
5. The lease is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of Franklin. The lease is further made subject to all deed restrictions including but not limited to any applicable Green Acres restrictions (N.J.A.C. 7:36-25.13).
6. Any descriptions of the property published by the Township are intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Franklin as to the conditions of the property or its suitability for hunting.
7. It is conclusively presumed that the bidder prior to making his bid has done the following:
 - a. Checked the exact location, including street address and lot size of the property.
 - b. Made a personal inspection of the property prior to bidding on the lease. Potential bidders should contact the Township Clerk at 908-735-5215 to schedule an inspection.
 - c. Bidder has thoroughly and completely read the proposed lease and agrees to every provision contained therein.
 - d. Bidder is familiar the Green Acres restrictions contained in N.J.A.C. 7:36-25.13 and all other deed restriction on the property.
8. Successful bidder is required to provide a certificate of insurance in the amounts detailed in Section V of the Lease.

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on January 04, 2024.



Christine Burke, RMC
Municipal Clerk

SCHEDULE A

Block 5, Lots 2 & 3 (approximately 11 acres), more commonly known as the municipal property behind the Cracker Barrel.

Notice to Bidders

Take notice that on the 25th day of January, 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 for April 1, 2024 – March 31, 2027. The lands to be leased are shown on the Tax Map as Block 5, Lots 2 & 3 (approximately 11 acres), more commonly known as the municipal property behind the Cracker Barrel.

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”. **All bids must be delivered to the Municipal Clerk by 10:00 AM on the 25th day of January, 2024.** The winning bid will be awarded at the Committee Meeting on February 8th at 7:30 p.m. at the Franklin Township Municipal Building, 202 Sidney Road, Pittstown, New Jersey 08867.

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. **The Township has set a minimum bid of \$500 per year.**

Every bid must include a complete Bid Proposal Form and Affidavit of Non- Collusion. 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 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 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, 2024 and terminating on March 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.

III. AMOUNT AND PAYMENT OF RENT

- A. **Cash Rental Rates.** The Tenant agrees to pay as cash rent in the total amount of \$ _____, payable in three installments of \$ _____ each.
- B. **Rental Payment.** The annual cash rent shall be paid in full on May 1, 2024 for the first year and on or before January 1 the subsequent years (January 2025 and January 2026). 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.

- (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.

2. **Insurance.** The Tenant, as 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 for products and completed operations aggregate, \$1,000,000 personal injury liability, \$10,000 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 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. Tenant will indemnify, defend and hold harmless the Landlord, its employees, 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 Township's property. 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.

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.

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. 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:

Township of Franklin:

Christine Burke, Township Clerk

_____, Mayor

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:
