

**TOWNSHIP OF JEFFERSON
COUNTY OF MORRIS, NJ**

CONSENT AGENDA RESOLUTION #17-34

**“RESOLUTION AUTHORIZING THE EXECUTION AND EXTENSION OF A LEASE AGREEMENT
BETWEEN THE TOWNSHIP OF JEFFERSON AND GERALD FRANEK
FOR USE OF BLOCK 521, LOT 3.01 BY THE JEFFERSON TOWNSHIP RECREATION DEPARTMENT”**

WHEREAS, Gerald Franek is the owner of premises known as Lot 3.01, Block 521, as identified on the Tax Map of the Township of Jefferson, Morris County, New Jersey (the “Property”); and

WHEREAS, the Township of Jefferson and Gerald Franek have previously entered into a Lease Agreement whereby the Township’s Recreation Department is entitled to use the upper portion of said Property for a roller/hockey rink, as well as an associated parking lot; and

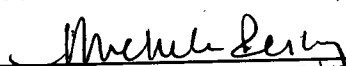
WHEREAS, the Township is desirous of continuing said Lease Agreement, and Gerald Franek is desirous of extending the terms of said Lease Agreement; and

WHEREAS, said Lease Agreement is for a **five (5) year period, beginning January 1, 2017 and ending on December 31, 2021**, subject to a termination by the Landlord upon ninety (90) days written notice; and

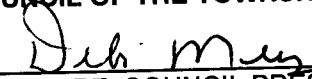
WHEREAS, as part of the Lease Agreement the Township Council agrees to waive the yearly fire permit fees for **Type 1** (Welding/Cutting Operations) and **Type 3** (Wrecking/Junk Yard) permits per **Chapter 256-21(D)**.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey, that the Mayor and Township Clerk are hereby authorized to enter into the attached Lease Agreement with Gerald Franek and that the yearly fire inspection permit fees and thereby waived.

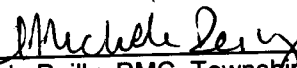
ATTEST:


MICHELE REILLY, TOWNSHIP CLERK
Dated: January 18, 2017

COUNCIL OF THE TOWNSHIP OF JEFFERSON:


DEBI MERZ, COUNCIL PRESIDENT

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township County at a meeting held on January 18, 2017.


Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham	X		X			
Dunham			X			
Finnegan			X			
Sanchelli		X	X			
Merz			X			

**LEASE AGREEMENT BETWEEN THE TOWNSHIP OF JEFFERSON (TENANT)
AND GERALD FRANEK (LANDLORD)
FOR USE OF BLOCK 521, LOT 3.01
BY THE JEFFERSON TOWNSHIP RECREATION DEPARTMENT"**

WHEREAS, Landlord is the owner of premises known as Lot 3.01, Block 521, as identified on the Jefferson Township Tax Map, in Jefferson Township, Morris County, New Jersey (the "Property"); and

WHEREAS, the Township has constructed on the upper portion of said Property a roller/hockey rink used by Township residents under the direction and control of the Township Department of Recreation; and

WHEREAS, Tenant also uses an adjacent parking lot; and

WHEREAS, Landlord conducts a business on said Property known as SAR's Auto; and

WHEREAS, Tenant is desirous of leasing said Property, and the Landlord is willing to grant the Lease under the following terms and conditions:

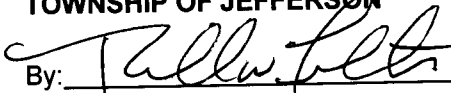
1. **Property.** Tenant agrees to lease the Property from the Landlord and the Landlord agrees to lease the Property to the Tenant for the **payment of \$1.00 per year. As additional consideration, Tenant agrees to waive the yearly fire permit fees for Type 1 (Welding/Cutting Operations) and Type 3 (Wrecking/Junk Yard) permits per Chapter 256-21(D).**
2. **Term.** **The term of this Lease shall be for a period of five (5) years, beginning January 1, 2017, and terminating on December 31, 2021.** Landlord shall have the option of terminating this Lease upon providing the Tenant ninety (90) days written notice of intention to terminate. Upon termination, Tenant shall have a right to remove any improvements to said Property that it desires to remove, or as may be directed by the Landlord to remove.
3. **Maintenance.** Tenant shall be solely responsible for the construction of any improvements to the Property other than that which exists presently and shall notify the Landlord and receive the Landlord's permission for any additional improvements to the Property. Tenant shall be solely responsible for the maintenance of its portion of the property and all improvements on said Property. Landlord shall not be responsible for any loss or damage to any of the improvements.
4. **Indemnification.** Tenant shall indemnify and save the Landlord, its employees, agents, and guests harmless against any and all liability resulting from Tenant's use of the Property, or the existence of the facility.
5. **Insurance.** Tenant shall name Landlord and its business, SAR's Auto, as additional insureds under the Township's general liability policy, insuring it against any and all damages that may arise from the Tenant's use of the Property.
6. **Use of Property.** Use of the Property shall be restricted to the use of the roller/hockey rink and associated parking lot. In the event that Tenant is desirous of changing the use, it shall provide written notice to Landlord, and Landlord shall provide consent.
7. **Entire Agreement.** This Lease contains the entire agreement between the Tenant and the Landlord and may not be modified, except in writing, signed by the Landlord and representatives of the Tenant.

Witnessed or Attested by:



Michele Reilly, Township Clerk

TOWNSHIP OF JEFFERSON

By:  1/18/17

Russell Felter, Mayor (Tenant) Dated

By _____
GERALD FRANEK (Landlord)