

**AGREEMENT FOR THE WASHINGTON TOWNSHIP LAND
TRUST OF MORRIS COUNTY, INC. TO ADMINISTER THE
DEER MANAGEMENT PROGRAM FOR THE TOWNSHIP OF
WASHINGTON**

THIS AGREEMENT made and entered into this _____ day of _____, 2022
by and between:

THE TOWNSHIP OF WASHINGTON,
a municipal corporation of the State of New Jersey, with offices at the
Municipal Building,
43 Schooley's Mountain Road,
Long Valley, New Jersey 07853

(hereinafter "Township")

and

WASHINGTON TOWNSHIP LAND TRUST OF MORRIS COUNTY, INC.
PO Box 4,
Long Valley, New Jersey 07853

(hereinafter "Land Trust")
(hereinafter collectively the "Parties");

W I T N E S S E T H:

WHEREAS, the Township is establishing a Deer Management Program through which permits to hunt on Township owned property will be issued; and

WHEREAS, the Land Trust has agreed to administer the issuance of the permits, as well as to administer the Deer Management Program as indicated below;

WHEREAS, the Township Committee has agreed to enter into an Agreement with the Land Trust for administration of the Deer Management Program which will set forth the obligations of the Parties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Permit Process: The Township shall receive applications for permits to allow participation in the Deer Management Program and hunting on Township owned property, as designated by resolution of the Township Committee. The Land Trust will administer the permitting process as well as the Deer Management Program.

2. Responsibilities of the Parties: The Parties shall coordinate with one another to administer the Deer Management Program. The Parties shall have the following individual responsibilities:

- a. Township of Washington shall be responsible for the following:
 - i. Receive applications for hunting permits;
 - ii. The Chief of Police and/or his designee shall perform background checks on applicants; and
 - iii. The Chief of Police shall make a recommendation to the Land Trust based upon the background check results.
- b. Land Trust shall be responsible for the following:
 - i. Receipt and review of applications, background check recommendations from the Chief of Police; and
 - ii. Review all Rules and Regulations of the program (attached) to determine if applicants qualify for participation;
 - iii. Handle all finances associated with the permitting process;
 - iv. Ensure proper signs are posted on designated hunting locations, and maintained in good condition at all times so as to remain clearly legible;
 - v. Coordinate the participants and the lands upon which each participant is permitted to hunt – one hunter per 15 acres;
 - vi. Ensure compliance of all participants with applicable New Jersey Division of Fish and Wildlife rules, applicable state and local laws and regulations.

3. Policies & Procedures: This Agreement shall incorporate “General DEER MANAGEMENT POLICY: 2022-23” appended hereto as **Exhibit A**. By executing this Agreement, the Parties agree to be bound by and to abide by the Policy.

4. Termination: This Agreement shall remain in effect for the entirety of the 2020-2021 hunting season. Neither party may terminate this Agreement for any reason during that period of time.

5. Term: It is understood and agreed by and between the parties hereto that this Agreement shall apply for the 2022-2023 hunting season only. The Agreement may be renewed annually, or for a term of up to two (2) years. The Agreement shall take effect following adoption of an appropriate Resolution by the Township and adoption of the Ordinance establishing the permitting process.

6. Indemnification: Land Trust, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Township, its successors and assigns, elected officials, officers, employees,

servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Land Trust's actions under this Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Land Trust's activities pursuant to the rights granted in this Agreement.

7. Modification: No change or modification of this Agreement shall be valid unless such change or modification is in writing and signed by each of the Parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by each of the Parties hereto.

8. Assignment: The Parties shall not assign, sublet, transfer, or otherwise substitute their interests in this Agreement, or any of their rights or obligations under this Agreement.

9. Notice: Any notice required to be submitted pursuant to the terms and conditions hereof, or in conjunction with the performance of the services contemplated hereby, shall be served upon:

- A. Township of Washington
Andrew Coppola, Township Administrator
Municipal Building,
43 Schooley's Mountain Road,
Long Valley, New Jersey 07853
- B. Washington Township Land Trust of Morris County, Inc.
Joe Koller
PO Box 4,
Long Valley, New Jersey 078535

10. Reporting: Land Trust shall provide immediate reports to the Township Administrator as to any issues or problems that arise in the course of the Deer Management Program and Land Trust's administration of same. Land Trust shall provide a written report to the Township Administrator, at the end of the hunting season, detailing the number of permits issued and funds collected.

11. Insurance: Land Trust shall maintain the requisite insurance for administration of this program. The Township of Washington shall be added as an additional insured and provide proof of such insurance to the Township Administrator.

12. Severability: Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

13. Jurisdiction: This Agreement shall be construed under, subject to, and governed by the laws of the State of New Jersey, without regard to conflict of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

TOWNSHIP OF WASHINGTON

Denean Probasco, Township Clerk

Matthew T. Murello, Mayor

ATTEST:

WASHINGTON TOWNSHIP LAND
TRUST OF MORRIS COUNTY, INC.

, Witness

Kim Ball Kaiser, President

Exhibit A

WASHINGTON TWP OPEN SPACE GENERAL DEER MANAGEMENT POLICY: 2022-23

I. RULES FOR OBTAINING AND RETAINING PERMISSION TO PARTICIPATE IN THE DEER MANAGEMENT PROGRAM:

1. General policy. Washington Township uses regulated hunting as one of its methods for managing deer population levels. For that reason, hunters who are allowed to hunt on Washington Twp. properties are considered “deer managers.” As such, you are expected to hunt in a way that protects the natural environment, fosters a diverse ecosystem, and guarantees that the land you enjoy today will remain for your children and grandchildren.

Deer management activities are allowed only with Washington Twp.’s express permission, and only in strict compliance with Washington Twp.’s deer management rules and policies. Washington Twp. endeavors to be fair in granting or denying permission to carry out deer management activities on its lands. *However, for the good of the program and the protection of the lands for which it is responsible, the Township reserves the right to withhold or revoke such permission at any time for any reason, in its sole and absolute discretion. All decisions made by Washington Twp. shall be final and binding, and without recourse of any kind.*

2. ***How to obtain permission to participate.*** Permission to conduct deer management activities on Washington Twp. properties can be granted to currently active participants and to persons on the waiting list, as follows:
 - a. Active participants may generally expect to retain active status if they comply with all of the rules and policies of the Deer Management Program. However, as noted above, the Township retains the right to revoke any program participant’s permission at any time for any reason they deem appropriate.
 - b. Individuals on the waiting list may have the opportunity to join the program, at the Township’s discretion. Normally, this will be on a first-come, first-served and resident’s first basis. You will be contacted in the event you have the opportunity to join the Program. Please note that an individual may submit a written request to be added to the Deer Management Program waiting list at any time of the year. Send your request to the “Deer Management Program” at WTLT’s main office in Long Valley. You must supply your full name, address, telephone number, and a valid email address. Requests will not be accepted by telephone.

3. **Registration-related requirements.** Individuals who wish to retain active status and individuals who are given the opportunity to join the Program must, in all cases, do the following:
- a. Complete the registration process. You must submit to WTLT's main office in Long Valley all seven items listed below as one single packet. The packet must contain ALL LISTED ITEMS in order for your registration to be processed. Incomplete registration packets will NOT be accepted.
 - i. Completed Registration Form
 - ii. Completed liability waiver
 - 1. **Acknowledge that Washington Twp. and Washington Township Land Trust make no representations regarding the condition or safety of its properties for purposes of hunting,**
 - 2. **Agree to comply with the Washington Township and Washington Township Land Trust Hunting Policy, posted signs, as well as local, state and federal regulations,**
 - 3. **Agree that you assume all risks associated with your presence and hunting activity on Washington Township property, and that neither Washington Twp. nor Washington Township Land Trust nor its members or Trustees is responsible for any personal injury or property damage resulting from your presence or activity, including hunting related accidents or injuries, and**
 - 4. **Agree that you will defend, indemnify and release Washington Twp. and the Washington Township Land Trust, its members and trustees, from any and all claims, liabilities, damages or costs of whatever nature that may arise or be made in connection with your presence or activity on Washington Township property managed as part of the Deer Management Program ("Land Trust Property").**
 - iii. Completed deer management survey (deer managers on active list)
 - iv. Proof of excess liability insurance for hunting in the amount of \$1 million naming Washington Twp. and Washington Township Land Trust,
 - v. Check for \$50 payable to Washington Township Land Trust and a check for \$30 payable to Washington Twp.
 - vi. A photocopy of your current hunting license
 - vii. A photocopy of your driver's license
 - b. Supply to WTLT's main office in Long Valley a copy of any permit pertinent to any season during which you plan to participate in deer management.
 - c. The Washington Twp. Police will perform a background check.

- d. Participate in at least one volunteer work day prior to the hunting season. You may attend regularly scheduled work days or make special arrangements with the Land Stewardship staff.
- e. Adhere to the rules.

II. GENERAL RULES:

1. Deer managers must comply with all applicable N.J. Division of Fish and Wildlife rules. Violation of state rules may result in immediate dismissal from the Program.
2. Deer managers may harvest only deer. No hunting of any other kind and no trapping of any kind is permitted. Only vertical bow hunting permitted unless otherwise indicated on the program property list adopted by resolution of the Washington Township Committee. Horizontal bow (crossbow) hunting is only permitted on designated properties and in areas 150 feet from any property line. Bow hunting is only permitted from an elevated position.
3. The bottom portion of your WTLT permission letter must be in your possession, with your hunting license, at all times while engaged in deer management activities.
4. Deer managers must maintain \$1 million in excess liability insurance for the duration of the hunting season.
 - a. If your insurance is due to lapse during the season, you are required to provide proof of insurance renewal prior to the lapse. A copy of your insurance must be mailed, emailed, or faxed to WTLT each time your insurance is renewed.
 - b. Permission to engage in deer management activities is automatically suspended during any time that your insurance is not in effect.
5. *The "Deer Management Period" for the Land Trust properties extends from one month before the season opens until two weeks after it closes. No deer management activities other than scouting are allowed outside this period.*
6. Although Township owned properties are normally CLOSED to the public from sunset until sunrise, deer managers have the privilege of entering the property as early as they wish, during the Deer Management Period, so long as their activities are directly related to the deer management program. Similarly, they may remain on the property as long as necessary, if their activities are directly related to deer management activities (trailing a wounded deer, for example). ***This is not a general permission for 24-hour access to the Land Trust properties, and deer managers are expected to exercise this privilege discreetly.***
7. Hunters may share properties assigned only if all registered hunters for the properties send separate emails with their consent and approval of such sharing to wtlandtrust@gmail.com.
8. Hunting, maintaining a hunting stand, and baiting are prohibited within 50 yards of any blazed trail.
9. Only portable, temporary hunting stands are permitted and must be marked with the hunter's permit #.
10. No cutting of trees, saplings, or shrubs is permitted. Trimming twigs and small branches in close proximity to tree stands is permissible.

11. No spikes are permitted in trees.
12. No trail construction of any kind is allowed.
13. Baiting is allowed provided it is consistent with the following:
 - a. The goal shall be for most of the bait, and most forms of bait, to be available to deer only during shooting hours. Nocturnal feeding of deer is counter to the goals of the Deer Management Program, and it reduces your chances of seeing and bagging deer.
 - b. Baiting shall begin no earlier than the beginning of the Deer Management Period, and shall end no later than the last day of the season.
 - c. Deer managers may offer bait using timed deer feeders set to distribute feed no earlier than dawn, and no later than one hour before sunset.
 - d. In addition to this, or alternatively, deer managers may also distribute feed (of any suitable type) by hand, no earlier than one hour before dawn, and no later than one hour before sunset.
 - e. In any case, at no time can the amount of bait available to deer exceed the capacity of a one-gallon bucket.
 - f. Scent attractants and salt and mineral blocks are permitted.
 - g. All other forms of baiting are prohibited.
14. All equipment used in deer management activities, including hunting stands, feeders, and cameras must be clearly labeled with owner's name, permit and phone number.
15. All deer management equipment and supplies and all personal belongings, including tree stands, feeders, and cameras are to be removed from the property at the end of the hunting season. WTLT will dispose of any deer management equipment, supplies, or personal belongings that remain on the Township properties after the Deer Management Period.
16. No deer manager shall post any sign or notice of any kind anywhere on the Land Trust properties without explicit approval from Township or WTLT personnel.
17. Deer managers are strictly prohibited from interfering with any management, research, or recreational activities on the property, including such things as removing or moving flagging or other markers.
18. While at the Township properties, deer managers are required to follow any instructions given by any Township or WTLT staff members.
19. Deer managers are required to be courteous at all times to neighbors and to other guests at the Land Trust properties. Any problems or concerns should be reported promptly to the WTLT staff.
20. Alcohol is not permitted on Land Trust properties at any time.
21. EARN A BUCK. All "deer managers" must harvest one antlerless deer, from the Township property they have permission to hunt, prior to harvesting an antlered buck. Antlerless deer harvested on other properties do not count. Compliance with this requirement will be spot checked using NJDFW confirmation numbers.
22. Violation of any rule may result in permanent exclusion from deer management at Township and/or WTLT lands.
23. Motor vehicle use of any kind is prohibited from use on township or WTLT property.

24. No one may hunt on Township or WTLT property without a current Township hunting permit in their name. Permitted hunters may not allow guests to hunt with them except as noted in item 7 above or item 25 below.
25. Deer managers participating in the Deer Management Program may bring their children to hunt with them on the Land Trust property to which he/she is registered. This is only permitted if the child(ren) completes the registration process (fee is waived) and the child(ren) is under 16 years of age. All hunters, adult or minors, must follow all local, state and federal regulations and laws applicable to hunting. Deer managers must ensure that the insurance policy provided as part of the registration process covers the presence of the child(ren) for hunting purposes and same is emailed to wtlandtrust@gmail.com. If approved, the child(ren) must be accompanied by the registered deer manager at all times.
26. Permitted hunters are required to report any non-permitted hunting to WTLT staff.