

The Board of Supervisors of East Donegal Township, Lancaster County, Pennsylvania, will be receiving sealed proposals from interested parties to rent and farm an estimated 81 acres, located along Vinegar Ferry Road and the Susquehanna River in East Donegal and Conoy Townships. Interested parties can obtain a bid form at the Township Office located at 190 Rock Point Road, Marietta PA 17547 or by phoning (717) 426-3167. Bids must be submitted to the Township by 3:00 PM on Thursday, September 30, 2021, to be publicly opened at 3:15 PM on Thursday, September 30, 2021. The Board of Supervisors reserves the right to reject any and all proposal and to award the bid in the best interest of the Township.

BOARD OF SUPERVISORS
EAST DONEGAL TOWNSHIP

September 2021

Instructions to interested bidders:

If you are interested in submitting a bid to farm the Riverfront Property please do the following:

1. Use the bid sheet enclosed in this packet to record your name, address and the bid amount per acre.
2. Return the completed bid sheet in a sealed envelope with the outside marked, **“Bid for the Riverfront Property”**.
3. Return the envelope to the Township Office or mail to East Donegal Township, 190 Rock Point Road, Marietta, PA 17547. Envelope will be date and time stamped. Make sure that it is received at the Township Office before 3:00 PM, Thursday, September 30, 2021.
4. The Lease (copy attached) will be competed after the successful bidder is chosen. No need to complete and return the Lease at this time.
5. You are welcome to attend the public bid opening to be held on Thursday, September 30, 2021, at 3:15 PM.
6. It’s anticipated that the Board of Supervisors will award the bid at its regularly scheduled meeting on Thursday, October 7, 2021.
7. **The Board of Supervisors reserves the right to reject any and all proposals and to award the bid in the best interest of East Donegal Township.**
8. No tomatoes to be farmed on the property.
9. No irrigation materials to be located on the trail from sunup to sundown.
10. Trucks, Tractors, Trailers are to travel on a side field road. (Not on macadam trail).
11. Successful bidder will provide the Township with a “Certificate of Insurance”.

Any questions please contact the Township Office at 717-426-3167.

Jeffrey L. Butler
Township Manager

RIVERFRONT PARK
FARM LEASE 2021
BID SHEET

Plus/minus (+/-) eighty-one (81) acres.

Price per acre \$ _____ dollars (_____)
(Written amount per acre)

Printed name

Signature

Address

Date _____

FARM LEASE

This lease agreement is made and entered into on February 1, 2018, by and between East Donegal Township, Lancaster County, Pennsylvania, 190 Rock Point Road, Marietta, PA 17547 ("**Lessor**"), and _____ ("**Lessee**"), of _____, _____, _____.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor hereby leases to Lessee for the purpose of farming, all of those certain portions of the premises situated in East Donegal Township along the Susquehanna River, Lancaster County, Pennsylvania, and more particularly described in Exhibit "A" attached to this lease and made a part of it (herein referred to as the "Farm" or the "Leased Premises").

TERM OF LEASE/AMOUNT OF RENT. The term of this lease shall be for the growing season 2022 and 2023, and unless otherwise renewed shall terminate December 31, 2023 subject to Lessee's right to remove, after said date, but no later than March 1, 2024, any standing crops grown during 2023; and further subject to two (2) additional renewal periods as hereinafter described. Lessor and Lessee shall have the option to mutually renew this Lease on a yearly basis up to two (2) one-year renewal periods. If Lessee elects to renew this Lease, Lessee shall notify Lessor, in writing, at least three (3) months prior to the termination date of the then current lease period. Lessor shall then inform Lessee, in writing, within thirty (30) days after receipt of such notification that Lessor either agrees to renew or refuse to renew the Lease. If Lessor fails to notify Lessee within the time set forth above that Lessor refuses to renew the Lease, the Lease shall be extended for an additional period of one (1) year subject to all of the terms and conditions set forth herein. If Lessor timely notifies Lessee that Lessor refuses to renew the Lease, then this Lease shall automatically terminate at the end of the then current lease period.

Lessee shall pay accepted bid price of \$_____ per acre (see Exhibit B) per year. Lessee shall pay in two (2) installments per year. The first installment, the amount of forty-one (41) acres times the per acre bid price before the ground is entered upon, but no later than May 1, 2022 and 2023, whichever is earlier. The final amount due shall be due before the crop is harvested but no later than October 1, 2022 and 2023 whichever is earlier, 81 acres less 41 acres (40) multiplied by the amount per acre. Rental payments shall be remitted to East Donegal Township, 190 Rock Point Road, Marietta, PA 17547. Each day rent is late from the date of May 1 and October 1 Lessee shall pay \$25.00 per day.

Records- Lessee agrees to maintain, and to give to Lessor and to Lessor's authorized representative, the right to inspect, at all reasonable times, records on all matters relating to the Farm. Lessee shall specifically maintain a record of all of the following: location and amount of land planted and time at which planted, per acre yield of growing crop, and location of specified acreage. Upon request, Lessee agrees to provide Lessor with copies of all documents, records, or other media containing the foregoing described information.

Cultivation and Operation- Lessee agrees and covenants to cultivate the Farm during the term of this lease in an efficient, economic, and husbandman-like manner and to employ all modern methods of farming as are customarily practiced in the area.

Conditions:

- A. The Lessee shall use approved farming practices.
- B. The Lessee shall comply with local, state and federal rules, regulations ordinances and laws.
- C. The Lessee agrees to farm or cultivate all rented ground keeping common and noxious weeds under control including boundaries around land.
- D. The Lessee shall not destroy, block, impede or otherwise restrict passage on or through existing driveways and access.
- E. The Lessee shall not use chemicals in excess of chemical manufacturer recommended labeled rates (As allowed in Flood plain area).
- F. The Lessee is responsible for any chemical spills or cleanup that may be required by Lessor or other authorities.
- G. The Lessee shall have a conservation plan in place with the Farm Service Agency, if applicable.
- H. The Lessee shall remove any and all trees/debris that fall due to weather conditions.
- I. The Lessee shall not grow tomatoes on the Farm.

Waste- Lessee agrees to:

- A. Operate the Leased Premises with care and not permit waste of the Leased Premises,
- B. Not destroy or remove without prior written consent of the Lessor any of the buildings, sheds, engines, windmills, pumps, water tanks, pipes, fences, drains, and other fixtures and improvements that exist on the Leased Premises at the beginning of the term of this lease, and
- C. Not erect, construct, or place without prior written consent of Lessor any fixtures upon the Leased Premises during the term of this lease.

Minerals and Wood- Lessee shall not sell or remove from the Leased Premises without the prior written consent of Lessor any sand, gravel, rock, oil, coal, or other mineral, or any lumber, posts or wood.

Alterations, Additions, and Improvements- Lessee may not make any alterations, additions, or improvements to the Farm without the prior written consent of Lessor.

- A. All alterations, additions or improvements made by Lessee shall become the property of Lessor at the termination of this lease unless Lessor elects to remove the same, in which case Lessee shall promptly remove all alterations, additions, and improvements, and any other property placed on the Farm by Lessee, and Lessee shall repair any damage caused by such removal and reimburse Lessor for any and all fees and costs it incurs to remove the same.

Right to Enter- Lessor or Lessor's authorized representatives shall have the right, at any reasonable time, to enter upon the Leased Premises for the purposes of inspecting same or making any repairs, alterations, or improvements as Lessor shall deem necessary or advisable.

No Partnership- This lease shall not give rise to a partnership relation between the parties to this lease. Neither party shall have the authority to bind the other without the other party's written consent.

No Assignment or Sublease- Lessee may not assign this lease or sublease or encumber any portion of the Leased Premises without the prior written consent of Lessor. Any attempted or actual assignment, sublease, or other transfer in violation of the provisions of this lease shall, at the option of Lessor, be void.

Assignment by Lessor- Lessor may assign this lease in its' sole discretion.

Insurance- Lessee agrees to obtain, maintain, and pay for public liability insurance coverage in the amount of \$500,000.00. Certificate of Insurance in the name of the Township shall be in the hands of the Township Secretary before February 28, 2022. Or this may be used as a Breach of Contract on part of the Township.

Breach- If Lessor or Lessee fails to carry out any provision of this lease, the other party shall have the right to terminate this lease on five (5) days written notice to the offending party of the other party's intention to do so and Lessor shall have the right to proceed by all legal means to obtain possession of the Leased Premises. Nothing contained in this lease constitutes a waiver of the right of either party to damages occasioned by breach.

Remedies- In addition to any and all other remedies available to the parties in this agreement, of law, in equity or otherwise the following remedies also may be exercised:

Attorney Fees- Lessee agrees to pay all costs, expenses, and attorney fees incurred by Lessor in order to enforce this agreement including, without limitation, obtain possession of the premises, regardless of whether legal action was commenced.

Distraint- Lessee, for Lessee, Lessee's personal representatives, heirs, successors, and assigns, agrees that all the personal property on the Leased Premises shall be liable to distress; that all personal property, if removed from Leased Premises, shall for thirty days after removal be liable to distress, and may be distrained and sold for rent in arrears; and that Lessee waives all right to benefit of any laws now made or subsequently made, exempting personal property from levy and sale of arrears of rent.

Separate, Concurrent, and Cumulative- All remedies available to the parties may be exercised separately, concurrently, or cumulatively.

Entire Agreement and Amendments- This lease shall constitute the entire understanding of the parties with regard to the subject matter, and no amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

Excuse- Neither Lessor or Lessee shall be required to perform any term, condition, or covenant of this lease if performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have signed this agreement as of the day and year first above written, intending to be legally bound hereby.

**EAST DONEGAL TOWNSHIP
Lancaster County, Pennsylvania**

Attest: _____

By: _____
_____, Chairman
Board of Supervisors
Lessor

Attest: _____

By: _____

Lessee