

NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the leasing of certain farm Real Estate will be received by the Franklin County Commissioners in the Commissioner's Office, 14 North Main Street, Chambersburg, Pennsylvania, until 3:00 p.m., prevailing time, on Wednesday, November 18, 2015. Bids shall be placed in an opaque envelope plainly marked "Farm Lease Bid". All Bids so received will be publicly opened and read on Thursday, November 19, 2015 at 10:00 a.m. at the Franklin County Commissioners' Office, 14 North Main Street, Chambersburg, PA 17201.

The subject land proposed for leasing consists of three (3) parcels and is located East of Chambersburg, North of U.S. Route 30, known as The Farm, located on Franklin Farm Lane, in Guilford Township, Franklin County, Pennsylvania.

The three Parcels consist of approximately seventy-eight and forty hundreds (78.40) acres.

Copies of Bid Forms, Information to Bidders, Drafts and Proposed Lease Agreements may be obtained at the Franklin County Commissioners' Office or online at www.franklincountypa.gov.

The Commissioners have the right to reject any and all/or all bids.

FRANKLIN COUNTY COMMISSIONERS

David S. Keller, Chairman
Robert L. Thomas
Robert G. Ziobrowski

LEGAL AD

Please publish: Thursday, October 22, 2015

INFORMATION TO BIDDERS

The County is soliciting bids for the leasing of certain Real Estate located at the Franklin County Farm, on Franklin Farm Lane, Guilford Township, Franklin County, Pennsylvania.

Each bid must be submitted in a sealed envelope, plainly marked "Farm Lease Bid" and addressed to the Franklin County Commissioners, 14 North Main Street, Chambersburg, Pennsylvania.

The owners may waive any informalities or minor defects or reject any and all bids.

The terms will be for thirty-six (36) months beginning January 1, 2016 through December 31, 2018, with rent payable on the first day of each and every month during the term of the Lease.

Bids will be received by the Commissioners for 3 tracts known as parcel #3, 10-D-4-2L-2, containing approximately 78.40 acres.

All rentals will be bid on a monthly basis for the thirty-six (36) month period.

The successful bidder will execute all necessary documents within one (1) week of the award of the bid.

A copy of the Property Lease Agreement are attached hereto and made a part of the specifications reference.

Any bids received after the time and date specified shall not be considered.

BID FORM

I, _____, the undersigned, do hereby submit the following monthly rental for certain Real Estate at Franklin Farm, located on Franklin Farm Lane, Guilford Township, Franklin County, Pennsylvania, on a monthly basis for a period of thirty-six (36) consecutive months beginning January 1, 2016 through December 31, 2018.

1. For 3 parcels, containing approximately 78.40 acres, to be used for planting operations only - \$ _____ per month.

Name

Address

Phone #

LEASE

This Lease made and entered into this ____ day of _____, 2015, by the County of Franklin, State of Pennsylvania, by the duly elected Commissioners, hereinafter, known as Lessor and _____ hereinafter known as the Lessee.

WITNESSETH that the Lessor by Virtue of Section 2306, of the County Code, being the Act of August 9, 1955, P.L. 323, Number 130 as amended, hereby leases to _____ for a term of thirty-six (36) months, beginning on the 1st day of January, 2016 and ending on the 31st day of December, 2018. The following real estate described for agriculture purposes, excluding, however, hog and swine operations.

PARCEL #3, being located in Guilford Township, Franklin County, Pennsylvania, containing 78.40 acres to be used for crop operations only.

PARCEL #3

This Lease is granted subject to the following conditions:

That the Lessee shall pay to the County of Franklin, rental in the amount of _____
_____ (\$ _____ .00) per annum, payable in monthly advances on the first (1st)
day of each month, in the amount of _____ (\$ _____ .00) and the
Lessee shall also pay to the County of Franklin, on demand any sums which may have to be
expended restoring the premises to the condition required by Condition Nine (9) and Ten (10).
Compensation shall be made payable to the County of Franklin and forwarded by the Lessee direct
to the Franklin County Commissioners Office, 14 North Main Street, Chambersburg, Pennsylvania

The subject property for lease is located East of Chambersburg, North of U.S. Route 30, locally known as The Farm located on Franklin Farm Lane, in Guilford Township, Franklin County, Pennsylvania.

The Real Estate that is to be leased by the County and consists of one (1) tract, known as Parcel #3.

Parcel #3, containing approximately 78.40 acres, consists of tillable farm land to be used only for agricultural planting operations. See draft attached, Parcel #3.

2. That the Lessee shall neither transfer nor assign this Lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest privilege, or license whatsoever in connection with this Lease without permission in writing from the Franklin County Board of Commissioners, hereinafter designated as County.

3. That the Lessee has inspected and knows the condition of the leased property and it is understood that the same is hereby leased without any representation or warranty by the County whatsoever, and without obligation on the part of the County, to make any alterations, repairs or additions thereto.

4. That during the term of the Lease, the Lessee shall use said property for agricultural purposes and shall plant, cultivate and harvest such crops on said property, in accordance with the provisions of land-use regulations attached hereto and made a part hereof. He shall at all times maintain the property in good condition and free from weeds, brush, washes and gullies detrimental to efficient farming operations or to the value of such property for agricultural use, and shall not commit or permit any unlawful acts, activities or nuisances upon said property. He shall keep no swine or hogs, cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the ground, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures. Subject to the limitations or alternatives with respect to the restoration of the property, all improvements used and occupied by the Lessee under this Lease at all times be protected and maintained in good order and condition by and at the expense of the Lessee.

5. In the event the County revokes this Lease or any other manner materially reduces the area covered thereby or materially affects its use by the Lessee prior to the date of expiration thereof, an equitable adjustment in the rental paid or thereafter to be paid under this lease shall be made, and the Lessee shall have the right to harvest, gather and remove from said land such crops as may have been planted or grown on said land or in the alternative, the said officer may require the Lessee to vacate immediately and, if funds are available, compensation will be made to the Lessee for the value of the crops remaining upon said land. Such adjustment of rental or right to harvest, gather and remove said crops shall be evidenced by a supplemental agreement, in writing, executed by the said officer and the Lessee; PROVIDED, HOWEVER, That none of the provisions of this paragraph shall apply in the event of revocation because of a breach by the Lessee of any of the terms and conditions of this Lease and the crops remaining upon said land shall become the property of the County of Franklin upon the effective date of such revocation. The County of Franklin reserves the right to construct and occupy both temporary and permanent structures upon the leased premises during the term of this lease. In the event said buildings are built, an equitable adjustment in the rental paid will be made between the lessor and the lessee as herein provided.

6. That the Lessee shall at all time exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

7. That the Lessee shall not construct any permanent structure on the said premises and shall not construct any temporary structure or advertising sign thereon.

8. That the right is hereby reserved to the County Commissioners, its officers, agents and employees, to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interest of the County, and the Lessee shall have no claim of any character on account thereof against the County or any officer, agent or employee thereof.

9. That any property of Franklin County damaged or destroyed by the Lessee incident to the Lessee's use and occupation of the demised premises shall be promptly repaired or replaced by the Lessee to the satisfaction of the County, or in lieu of such repair or replacement the Lessee shall, if so required by the County Commissioners, pay the County of Franklin money in an amount sufficient to compensate for the loss sustained by the County by reason of damages to or destruction of County property.

10. That the County of Franklin or its contractors or any of their officers, agents or employees shall not be responsible, for any loss, expense, damages to property, or injuries to person, which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the Lessee, or for injuries to the person of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents, servants or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from activities of the County of Franklin or its contractors, and the Lessee shall hold the County of Franklin and its contractors, and any of their officers, agents or employees, harmless from any and all such claims.

11. That for such period as the Lessee is in possession of the leased property pursuant to the provisions and conditions of this Lease, the Lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. The Lessee shall procure such insurance from any responsible company or companies. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the County shall be payable to the Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration or replacement of the property damaged or destroyed to be paid to the County, and that in the event the County does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes herein above set forth, then such proceeds shall be paid to the County, provided, however, that the insurer, after payment of any proceeds to the Lessee in accordance with the provisions of the policy or policies shall have no obligation or liability with the respect to the use or disposition of the proceeds by the Lessee. Nothing herein contained shall be construed as an obligation upon the County to repair, restore or replace the leased property, or any part thereof.

12. That in addition to the land-use regulations, attached hereto, the use and occupation of the premises leased hereby, shall be subject to the general supervision and approval of the County Commissioners having immediate jurisdiction over the property and to such rules and regulations regarding ingress, egress, safety, sanitation and security as may be prescribed by them from time to time.

13. That the Lessee shall pay the cost, as determined by the Commissioners having immediate jurisdiction over the property, of producing and/or supplying any utilities and other services furnished by the County or through County-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the County-owned facilities by which such utilities or services are produced or supplied. The County shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said County Commissioners upon bills rendered monthly.

14. (ALTERNATE) That, on or before said date of expiration of this Lease, or its termination by the Lessee, the Lessee shall at the Lessee's cost, vacate the leased property, remove the property of

the Lessee therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this Lease, damages beyond the control of the Lessee and due to fair wear and tear expected. If, however, this Lease is revoked, the Lessee shall vacate the leased property, remove the property of the Lessee therefrom, and restore the leased property to the condition aforesaid within such time as the County Commissioners may designate except as otherwise provided in Condition Nine (9) and Ten (10), thereof. In either event, and except as otherwise provided in Condition Nine (9) and Ten (10) hereof, if the Lessee shall fail or neglect to remove the property of the Lessee and so restore the leased property, then, at the option of the County Commissioners, the property of the Lessee shall either become the property of the County of Franklin without compensation therefore, or the County Commissioners may cause it to be removed and the leased property so to be restored at the expense of the Lessee and no claim for damages against the County of Franklin or its officers or agents shall be created by or made on account of such removal and restoration work.

15. That if more than one Lessee is named in this Lease, the obligation of said Lessees herein contained, shall be joint and several obligations.

16. That this Lease is subject to any existing easements for electric transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, sewer pipelines or other facilities located on the property covered by this Lease.

17. As the cost of soil conservation practices required by the land-use regulations is reflected in reduced rental, a federal subsidy might amount to a duplicate payment. The Lessee agrees that he will not accept any cost sharing payments for soil conservation practices required by the Lease that will result in duplicate payments.

18. It is hereby mutually agreed, covenanted, and understood by and between the parties hereto that, in the event said Lessee by adjudged bankrupt or insolvent, or in the event said Lessee makes an assignment for the benefit of his creditors, this Lease, at the option of the Lessor, shall immediately end and terminate and in no way be treated as an asset of said Lessee after the exercise of the aforesaid option; and the Lessor shall have the right to forthwith re-enter said premises as of his former and original estate.

19. Field fences and/or boundary fences will be maintained free from brush and vines. The Lessee will twice annually, mow one tractor swath adjacent to the fences. This mowing should be scheduled for 15 July and 1 October to provide optimum vegetation control.

20. All noxious weeds must be controlled by the Lessee on all leased portions of the tract including land usable by the Lessee, fence rows and field border strips.

21. The Lessee will be responsible for all applicable Federal, State, and Local environmental laws, regulations, mitigation and monitoring procedures during the term of the Lease. The County reserves the right to inspect and sample the property to determine compliance.

22. Upon expiration of the Lease, the Lessee must leave the property environmentally clean, in accordance with existing Federal, State, and Local laws and will be held financially responsible for any restoration required as a result of the Lessee's activities.

23. The Lessor will impose a charge, the amount to be determined by law or regulation on late payment of rent or other payments due under this agreement for each thirty (30) day period that the payment is overdue. The full late charge will also be applicable to periods of less than thirty (30) days.

24. Lessee will pay all Real Estate taxes levied and assessed against said premises.

25. If Lessee shall not keep, observe, perform and fulfill the conditions, covenants and terms of this lease, then it shall cease and absolutely determine; and any attorney may immediately thereafter as attorney for said Lessee at the sole request of the Lessor, sign an agreement for entering in any court or competent jurisdiction, an amicable action of ejectment, with confession of judgment therein, in favor of the said Lessor and against the said Lessee, and all persons claiming under him for the immediate recovery for the said Lessor of possession of the hereby demised premises, without any stay of execution, and with the release of all errors, and with costs of suit, and for all this, this shall be a sufficient warrant; and thereupon a writ of possession may issue forthwith with release of errors in all proceedings thereon, or concerning the same; and the Lessee agree that no writ of error, exception or objection may be made thereto. No such determination of this lease or taking possession of the premises shall deprive the Lessor of any action against the said Lessee for rent or damages.

26. The said Lessee shall indemnify and hold harmless County from any and all claims, suits, losses and damages on account of any injuries to any person or persons, including death resulting therefrom, or damages to the property of any person or persons arising out of the occupancy, or use of the leased premises, or by reason of the Lessee failing to comply with any of the covenants, terms and conditions herein contained, and the Lessee shall maintain at all times during the term of the lease, General Liability Insurance with an insurance company acceptable to Lessor, protecting Lessee and County against damages to both persons and property arising out of the use, occupancy, and maintenance of the leased premises in an amount not less than \$1,000,000.00. The foregoing notwithstanding, the County of Franklin does not waive any right to statutory immunity it may possess as a government agency. Evidence of insurance will be provided in the form of a Certificate of Insurance naming Lessor as an additional insured and certificate holder, providing a 30 day notice of insurance cancellation.

27. The Lessor reserves the right to terminate this lease, in whole or in part, upon ninety (90) days advanced notice to the Lessee, subject only to Lessee's right to remove growing crops or to be reimbursed for their value.

IN WITNESS WHEREOF, (I/We) have hereunto set (my/our) hand(s) and seal(s), the _____ day of _____, 2015.

Sealed and delivered
in the presence of

COUNTY OF FRANKLIN

David S. Keller

Robert L. Thomas

Robert G. Ziobrowski

LESSEE

"name"

**FRANKLIN FARMS
CHAMBERSBURG, PENNSYLVANIA**

**LAND USE REGULATIONS FOR AREAS OUTLEASED
FOR AGRICULTURAL PURPOSES**

1. GENERAL:

a. The County of Franklin has entered into an agreement with the Franklin County Soil and Water Conservation District providing for the development of a Conservation Plan for the installation. As part of the general Conservation Plan, separate Soil and Water Conservation Plans have been developed for every plot to be leased for agricultural and/or grazing purposes.

b. Each plan delineates certain basic conservation practices to be required, based on proper use of the land. The Lessee assumes responsibility for full utilization of all fields covered by the Soil and Water Conservation Plan. The Franklin Soil and Water Conservation District will provide any technical assistance necessary to establish the specific conservation practices. The Soil and Water Conservation Plan will be considered an integral part of each Lease. Any deviation therefrom without written consent of the County Commissioners will be considered a violation of the terms of the Lease.

c. During the final year of a Lease the successful Lessee will be permitted to enter the leased area for the purpose of preparing the land for reseeded, where harvesting a crop has left the land bare. This condition applies whether the successful Lessee has obtained the Lease for the first time or was the previous Lessee. The land must be returned to the County in as good or better condition than when initially leased.

d. Soil tests are a mandatory requirement of this regulation. All soil tests will be coordinated with County Commissioners' Office. If requested, ground samples will be taken in the presence of and turned over to the Franklin County Commissioners for submission to the Pennsylvania State Laboratory for testing. The Lessee will furnish Kits for complete soil tests, and copies of the results will be forwarded to the County Commissioners. The Lessee will not apply lime or fertilizer based on results of tests other than those done by or coordinated with the County Commissioners. These tests must be taken as a minimum, during the first and third years of the Lease.

2. AGRICULTURAL LAND:

a. Soil Treatment:

(1) Fertilizer Requirements: For maximum crop protection the Lessee will apply fertilizer in accordance with results of a soil test. In the event a soil test

is not made, the Lessee will apply a minimum of three hundred (300) pounds of 5-10-5 per acre per year, when a crop is removed by machine harvesting.

(2) Lime Requirements: The Lessee will apply agricultural lime in the amount necessary to bring the PH to 6.5 acidity level or higher as determined by a soil test or, in the event a soil test is not made, two (2) tons of agricultural lime per acre will be applied by June 15th of the second growing season of the Lease.

(3) The Lessee will notify the County Commissioners' Office by phone (261-3810) or in writing three (3) days prior to applying lime or fertilizer so verification of applications may be made.

(4) Penalties:

(a) Fertilizer: Lessee will be billed by the County of Franklin at the current price of the minimum fertilized requirement on a per acre basis for cropland or pasture acres not receiving the yearly minimum fertilizer application of three hundred (300) pounds of 5-10-5 per acre from which a crop has been removed. Fertilizer must be applied or the penalty paid prior to beginning the next season's operations.

(b) Hay: For maximum production, lime and/or fertilizer will be applied as determined by a soil test. On land areas selected by the Lessee to be planted with hay grasses, seed mixtures will be in sufficient amount and proper proportions to insure an efficient protective winter cover. Storage area for hay may be set aside upon approval of the County Commissioners. A plowed or disked firebreak twenty (20) feet in width must be constructed around the selected area and all materials must be removed by 15 December each year.

(c) Truck Crops: No truck crops of any kind that require large amounts of manual labor will be planted on leased land. This restriction includes, but is not limited to, potatoes, tomatoes, peas, beans, cabbage, sweet corn, etc.

(d) Contour Strip Cropping: All cropland will be strip cropped using contour guidelines, 80 to 120 feet apart. The Franklin County Soil and Water Conservation District or County Commissioners personnel will assist in laying out these contour-cropping strips.

(e) Planting limitations around Prison complex and PA State Police Barracks: High standing crops shall not be planted within 150 feet of the security fence of the Prison, the Prison Annex Complex or PA State Police Barracks. In addition, high standing crops are not permitted to be planted in the area between the Prison and County Human Services Building. Low standing crops including, but not limited to, hay grasses, wheat, oats, soybean, etc. are permitted to be planted and harvested in these areas.

(f) At no time will any strip or field be plowed any wider than the strip design without prior approval of the County Commissioners. Making unapproved alterations to the strip design will result in the Lessee being billed by the County Commissioners at the rate of Twenty-five (\$25.00) Dollars per acre for all acres exceeding the original strip design and cause the Lessee upon notification of the infraction to immediately reestablish the original strip and field design.

(1) Fences: Field fences and/or boundary fences will be maintained free from brush and vines. The Lessee will twice annually mow one tractor swath adjacent to the fences. This mowing should be scheduled for completion by 15 July and 1 October to provide optimum vegetation control. In addition, where a security fence borders the tract, the mowing will be twenty (20) feet in width to the inside of the fence.

(2) Unused Strips and Open Fields: Full utilization of all fields requires either cropping or mowing, at least one time per year. Fields are to be mowed by 1 November of each year.

(3) Penalties: Lessees will be billed by the County of Franklin at the rate of Ten (\$10.00) Dollars per unused, arable acreage not mowed by 1 November of each year.

(4) Equipment: It is not the intent of this regulation to dictate the type or condition of equipment to be used for mowing operations. However, equipment must be adequate to accomplish the work. Lessees will be notified in writing or unsatisfactory mowing operations. A joint inspection of the area will be made by the Lessee and County Commissioners to determine the corrective action to be taken.

(g) Mowing Season: Mowing operations will begin about 1 July of each year depending upon weather conditions and amount of precipitation. Subsequent mowing will be accomplished upon ten (10) days notice but in no event will the Lessee be required to mow leased areas more than two (2) times each mowing season.

(h) Fences:

(1) General: Barbed, electric or woven type fencing, mounted on suitable posts, will be furnished by Lessees. Fencing may not be attached to trees. The selected type of fencing must meet the following specifications.

(2) Barbed: Four strands of No.12 gauge or better, zinc-coated steel wire-top strand not less than forty-two (42) inches high. Barbs spaced not more than ten (10) feet on centers.

(3) Electric: Limited to six volts. Installed in accordance with underwriter's requirements. Mounted on locust or other suitable posts, spaced not more than fifty (50) feet on centers.

(4) Woven Wire, Stock and Field Fence: No. 10 gauge or better at top and bottom, zinc-coated steel wire with a minimum of ten (10) strands. Not less than forty-seven (47) inches high. Mounted on locust or other suitable posts, spaced not more than ten (10) feet on centers.

3. LIAISON:

County employees, agents or officers will be instructed to exercise care and diligence in preventing damage to the Lessee's cropland or his property in performance of their official duties.

4: WATER:

- a. Existing waterways are restricted and may not be used by the Lessee.
- b. No farm ponds may be constructed or new wells drilled.
- c. The County will not be responsible for the quantity or quality of water existent on any leased track.

It shall be understood and agreed that Parcel #3 is for agricultural use and restricted to those uses. That any other uses must be in written approval by the Commissioners of Franklin County. That absolutely no rights will be given for hunting or trapping on any of this leased real estate.