BOARD OF SUPERVISORS
Cynthia M. Jones, Chair
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Stephanie Shortal Bridget Kunakorn

#### 2025 - 2027 New Britain Township Farmland for Lease Portfolio

New Britain Township is seeking bids for the rental of three tracts of Township owned farmland for the 2025-2027 seasons.

**The Schoolhouse Road Property** consists of approximately 23.5 acres of farmable land. It is located along Schoolhouse Road directly across the street from the Township's West Branch Park. The parcel is currently in crop production and the lease is for hay or crop production. The lease is for a three-year term.

**The Garabed/Hovsepian Property** consists of approximately 8.3 acres of farmable land. It is located along Keller Road between Upper Stump Road and King Road. The parcel is currently in crop production and the lease is for hay or crop production. The lease is for a three-year term.

**The Veterans Park Property** consists of approximately 27.37 acres of farmable land. It is located along Walter Road and New Galena Road. The parcels are currently in crop production and the lease is for hay or crop production. The lease is for a three-year term.

The Township, in its sole discretion, may accept or reject any bid and may decide to reject all bids.

The Township will be considering bids and awards on all three properties.

Contact Dan Fox, Township Manager at 215.822.1391 or <a href="mailto:dfox@nbtpa.us">dfox@nbtpa.us</a> with any questions or to schedule a visit to the properties.

Sealed bids will be accepted in writing and must be completed in full. Bids are due on **Tuesday**, **April 15**, **2025**, at **NOON** at the Township Office. Bids will be reviewed at noon on that date in the Township office. All envelopes must be marked "SEALED FARM LEASE BID".

The New Britain Board of Supervisors will consider the bids at their **April 21, 2025**, Board of Supervisors Meeting.

# 2025-2027 New Britain Township Farmland Lease for Schoolhouse Road Property

New Britain Township is seeking bids for the rental of Township farmland for the 2025 through 2027 seasons.

**Schoolhouse Road Property** consists of approximately 23.5 acres of farmable land. It is located along Schoolhouse Road directly across the street from the Township's West Branch Park. The parcel is currently in crop production and the lease is for hay or crop production. The lease is for a three-year term. Please see **Appendix A** for-property details and **Appendix B** for example lease agreement.

The Township, in its sole discretion, may accept or reject any bid and may decide to reject all bids.

The Township will be considering bids and awards on all three properties.

Contact Dan Fox, Township Manager at 215.822.1391 or <a href="mailto:dfox@nbtpa.us">dfox@nbtpa.us</a> with any questions or to schedule a visit to the properties.

Sealed bids will be accepted in writing and must be completed in full. Bids are due on **Tuesday**, **April 15**, **2025**, at **NOON** at the Township Office. Bids will be reviewed at noon on that date in the Township office. All envelopes must be marked "SEALED FARM LEASE BID".

The New Britain Board of Supervisors will consider the bids at their **April 21, 2025**, Board of Supervisors Meeting.

# Appendix A Property Details

### Farmable Areas of Township Open Space New Britain Township, Bucks County, PA

Parcel Name: Schoolhouse Road

Parcel #: 26-005-002-001

Total Parcel Area: 40.20 ac

Total Farmable Area: \_22.8\_\_\_ ac

# Farmable Areas of Township-Owned Open Space

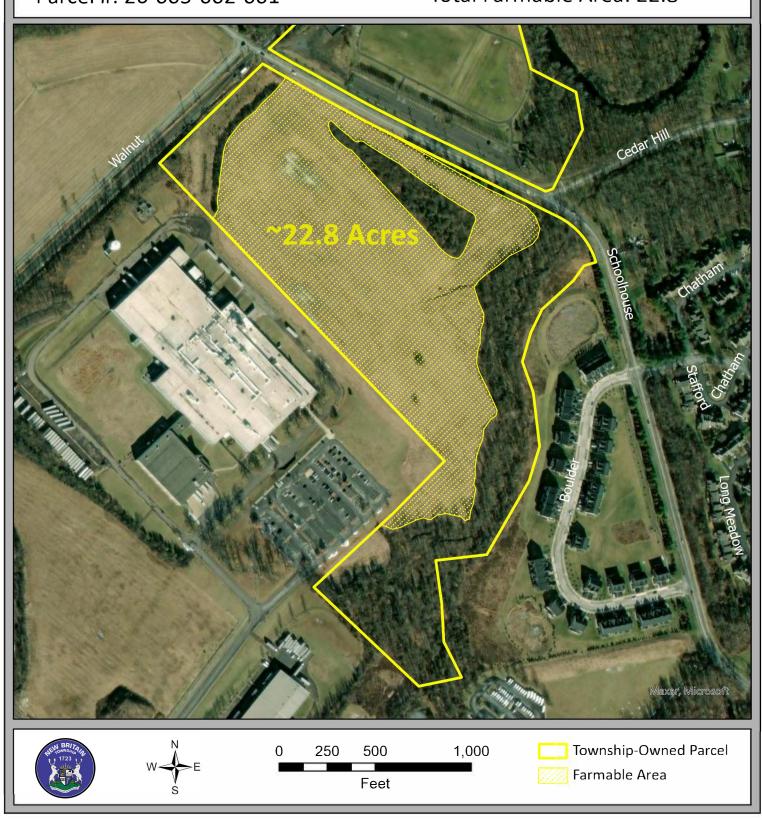
New Britain Township, Bucks County, PA

Parcel Name: Schoolhouse Road

Parcel #: 26-005-002-001

Total Parcel Area: 40.2 Acres

Total Farmable Area: 22.8



# Appendix B

# **Lease Template**

# FARM LEASE AGREEMENT Schoolhouse Road Property

i his Lease Agreement is entered into thisday of, 20, 20, by
and between NEW BRITAIN TOWNSHIP ("Lessor") a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 207 Park
Avenue, Chalfont, PA 18914, and, with an address at["Lessee"].
R-1. Lessor is the owner of a tract of land consisting of approximately 22.8 farmable acres located in New Britain Township along Schoolhouse Road and identified as Bucks County Tax Map Parcel 26-005-002-001 ["Property"].
R-2. Lessor and Lessee desire to put into writing the terms of Lessee's lease of the Property for crop farming.
NOW, THERFORE, the parties, intending to be legally bound, hereby agree as follows:
1. TERM AND RENT.
1.1. This Lease shall commence on, 20, and will end on December 31, 2027. The Lessor may extend this Lease Agreement for two (2) additional one-year periods from January 1, 2028, through December 31, 2028, and January 1, 2029, through December 31, 2029. Lessor shall provide, in writing, to Lessee its decision on whether to extend this Lease Agreement at least sixty (60) days prior to the end of the then current lease term.
1.2 Annual rent under this Lease shall be \$ per acre for a total annual rent of \$, payable by Lessee in one lump sum on the commencement date and January 31 for any renewal term.
2. <u>USE OF PROPERTY</u>

- 2.1. Lessee's use of the Property is limited to the following:
  - The property shall solely be used for planting and harvesting crops.
  - The property shall not be used for sod farming or tree farming.
  - Lessee agrees to conduct such agricultural activities in accordance with good agricultural practices that are standard in the farming industry in Bucks County, Pennsylvania.
  - Lessee shall be required for hay/grass crops to undertake a minimum of two cuttings per growing season and all bales shall be removed within ten days after cutting.
  - Lessee shall not erect any structures or buildings of any kind on the Property.
  - Lessee shall not store any equipment, machinery or supplies on the Property without the Township's written consent.
  - All fertilizers, herbicides and pesticides shall be applied according to the

- manufacturers' instructions and in accordance with good agricultural practices that are standard in the farming industry in Bucks County, Pennsylvania.
- Material Safety Data Sheets (MSDS) shall be provided to the Township in advance for any herbicide or pesticides used on the property.
- Lessee shall not remove or trim any brush, hedgerow, or trees along the perimeter of or within the farmland without first securing written approval from the Township.
- The Township shall retain the right of entry and non-public use of the property during the lease term. Should any crop be damaged by the Township or its agents, the lessee's sole remedy is the repayment of a proportionate share of the rent by the Township.

#### 3. INSURANCE

Lessee shall obtain and maintain during the term of this Lease, a comprehensive policy of general liability insurance, naming the Township as an additional insured, thereby protecting the Township and Lessee against any liability occasioned by any occurrence on or about any part of the Leased Premises or any appurtenances thereto, with such policy to provide a minimum coverage of One Million Dollars (\$1,000,000.00) with respect to any one person or accident and in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) with respect to any property damage. Lessee shall provide duplicate originals or certificates for such insurance policies to Township, which certificates shall be endorsed to require the Township be given 30 days prior notice of any cancellation or modification of such policies.

#### 4. ASSIGNMENT

Lessee may not assign, sublease, or encumber the Property without Lessor's written consent.

#### 5. BREACH: NOTICE

- 5.1. In the event that either party breaches any of the terms of this Lease, which breach has not been cured for a period of thirty (30) days after written notice to do so, then this Lease shall automatically terminate.
- 5.2. Any notice required under this Lease shall be sent to:

Lessor:	Daniel C. Fox, Township Manager New Britain Township 207 Park Avenue
	Chalfont, PA 18914
_essee:	

#### 6. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties, and any amendments must be in writing signed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum the date above written.

Witness:	LESSOR: NEW BRITAIN TOWNSHIP
	Daniel C. Fox, Township Manager
Witness:	LESSEE:
	Print Name:

Appendix C

Bid Sheet

#### New Britain Township 2025-2027 Farmland Lease Bid Form

#### **Bid Form**

**Schoolhouse Road Property** 8.3 acres of crop or hay production.

per acre X acres = \$	2025 Total
per acre <b>X</b> acres <b>=</b> \$	2026 Total
per acre <b>X</b> acres <b>=</b> \$	2027 Total
ears: \$TOTAL	
per acre <b>X</b> acres <b>=</b> \$	2028 Total
per acre <b>X</b> acres = \$	2029 Total
s to Bid:	
	per acre X acres = \$ per acre X acres = \$ ears: \$TOTAL per acre X acres = \$ per acre X acres = \$

# 2025-2027 New Britain Township Farmland Lease for Garabed/Hovsepian Property

New Britain Township is seeking bids for the rental of Township farmland for the 2025 through 2027 seasons.

**Garabed/Hovsepian Property** consists of approximately 8.3 acres of farmable land. It is located at the corner of Stump Road and Keller Road. The parcel is currently in crop production and the lease is for hay or crop production. The lease is for a three-year term. Please see **Appendix A** for-property details and **Appendix B** for an example lease agreement.

The Township, in its sole discretion, may accept or reject any bid and may decide to reject all bids.

The Township will be considering bids and awards on all three properties.

Contact Dan Fox, Township Manager at 215.822.1391 or <a href="mailto:dfox@nbtpa.us">dfox@nbtpa.us</a> with any questions or to schedule a visit to the properties.

Sealed bids will be accepted in writing and must be completed in full. Bids are due on **Tuesday**, **April 15**, **2025**, at **NOON** at the Township Office. Bids will be reviewed at noon on that date in the Township office. All envelopes must be marked "SEALED FARM LEASE BID".

The New Britain Board of Supervisors will consider the bids at their **April 21, 2025**, Board of Supervisors Meeting.

# Appendix A

# **Property Details**

### Farmable Areas of Township Open Space New Britain Township, Bucks County, PA

Parcel Name: Garabed/Hovsepian

Parcel #: 26-004-016

Total Parcel Area: 24.3 ac

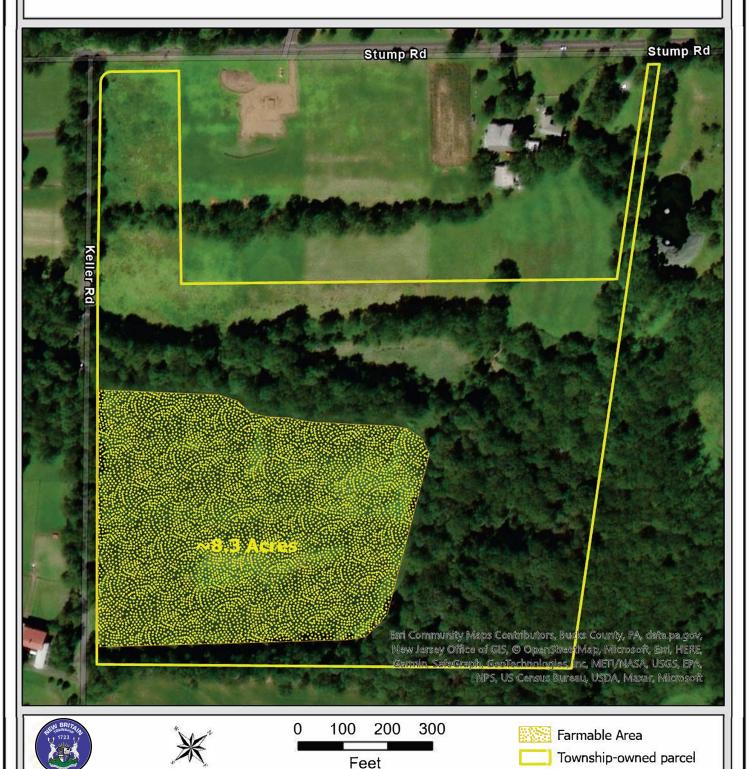
Total Farmable Area: 8.3 ac

# Farmable Areas of Township-owned Open Space New Britain Township, Bucks County, PA

Parcel Name: Garabed/Hovsepian

Parcel #: 26-004-016

Total Parcel Area: 24.3 Acres
Total Farmable Area: 8.3 Acres



# Appendix B

# **Lease Template**

# FARM LEASE AGREEMENT Garabed/Hovsepian Property

This Lease Agreement is entered into thisday of, 20, by and between NEW BRITAIN TOWNSHIP ("Lessor") a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 207 Park Avenue, Chalfont, PA 18914, and, with an address at["Lessee"].
R-1 Lessor is the owner of a tract of land consisting of approximately 8.3 farmable acres located in New Britain Township along Keller Road and identified as Bucks County Tax Map Parcel 26-004-016 ["Property"].
R-2. Lessor and Lessee desire to put into writing the terms of Lessee's lease of the Property for crop farming.
NOW, THERFORE, the parties, intending to be legally bound, hereby agree as follows:
1. TERM AND RENT.
1.1. This Lease shall commence on, 20, and will end on December 31, 2027. The Lessor may extend this Lease Agreement for two (2) additional one-year periods from January 1, 2028, through December 31, 2028, and January 1, 2029 through December 31, 2029. Lessor shall provide, in writing, to Lessee its decision on whether to extend this Lease Agreement at least sixty (60) days prior to the end of the then current lease term.
1.2 Annual rent under this Lease shall be \$ per acre for a total annual rent of \$ , payable by Lessee in one lump sum on the commencement date and January 31 for any renewal term.

#### 2. <u>USE OF PROPERTY</u>

- 2.1. Lessee's use of the Property is limited to the following:
  - The property shall solely be used for planting and harvesting crops.
  - The property shall not be used for sod farming or tree farming.
  - Lessee agrees to conduct such agricultural activities in accordance with good agricultural practices that are standard in the farming industry in Bucks County, Pennsylvania.
  - Lessee shall be required for hay/grass crops to undertake a minimum of two
    cuttings per growing season and all bales shall be removed within ten days after
    cutting.
  - Lessee shall not erect any structures or buildings of any kind on the Property.
  - Lessee shall not store any equipment, machinery or supplies on the Property without the Township's written consent.
  - All fertilizers, herbicides and pesticides shall be applied according to the manufacturers' instructions and in accordance with good agricultural practices that are standard in the farming industry in Bucks County, Pennsylvania.

- Material Safety Data Sheets (MSDS) shall be provided to the Township in advance for any herbicide or pesticides used on the property.
- Lessee shall not remove or trim any brush, hedgerow, or trees along the perimeter of or within the farmland without first securing written approval from the Township.
- The Township shall retain the right of entry and non-public use of the property during the lease term. Should any crop be damaged by the Township or its agents, the lessee's sole remedy is the repayment of a proportionate share of the rent by the Township.

#### 3. **INSURANCE**

Lessee shall obtain and maintain during the term of this Lease, a comprehensive policy of general liability insurance, naming the Township as an additional insured, thereby protecting the Township and Lessee against any liability occasioned by any occurrence on or about any part of the Leased Premises or any appurtenances thereto, with such policy to provide a minimum coverage of One Million Dollars (\$1,000,000.00) with respect to any one person or accident and in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) with respect to any property damage. Lessee shall provide duplicate originals or certificates for such insurance policies to Township, which certificates shall be endorsed to require the Township be given 30 days prior notice of any cancellation or modification of such policies.

#### 4. **ASSIGNMENT**

Lessee may not assign, sublease, or encumber the Property without Lessor's written consent.

#### 5. BREACH: NOTICE

- 5.1. In the event that either party breaches any of the terms of this Lease, which breach has not been cured for a period of thirty (30) days after written notice to do so, then this Lease shall automatically terminate.
- 5.2. Any notice required under this Lease shall be sent to:

Lessor:	Daniel C. Fox, Township Manager New Britain Township 207 Park Avenue
Lessee:	Chalfont, PA 18914

#### 6. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties, and any amendments must be in writing signed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum the date above written.

Witness:	LESSOR: NEW BRITAIN TOWNSHIP
	Daniel C. Fox, Township Manager
Witness:	LESSEE:
	Print Name:

Appendix C

**Bid Sheet** 

#### New Britain Township 2025-2027 Farmland Lease Bid Form

#### **Bid Form**

**Garabed/Hovsepian Property** 8.3 acres of crop or hay production.

2025: \$	per acre <b>X</b> acres = \$	2025 Total
2026: \$	per acre <b>X</b> acres <b>=</b> \$	2026 Total
<b>2027</b> : \$	per acre <b>X</b> acres = \$	2027 Total
TOTAL BID for 3 yea	ars: \$TOTAL	
Extension Year 1 <b>2028</b> : \$	per acre <b>X</b> acres <b>=</b> \$	2028 Total
Extension Year 2 <b>2029</b> : \$	per acre <b>X</b> acres <b>=</b> \$	2029 Total
Note any exceptions	to Bid:	
Bidder Information:		
NAME:		
ADDRESS		
PHONE:		
MOBILE PHONE:		
E-MAIL:		
SIGNATURE:		
DATE:		

### 2025-2027 New Britain Township Farmland Lease for Veterans Park Property

New Britain Township is seeking bids for the rental of Township farmland for the 2025 through 2027 seasons.

**Veterans Park Property** consists of approximately 27.37 acres of farmable land. It is located along Walter Road and New Galena Road. The parcels are currently in crop production and the lease is for hay or crop production. The lease is for a three-year term. Please see **Appendix A** for-property details and **Appendix B** for an example lease agreement.

The Township, in its sole discretion, may accept or reject any bid and may decide to reject all bids.

The Township will be considering bids and awards on all three properties.

Contact Dan Fox, Township Manager at 215.822.1391 or <a href="mailto:dfox@nbtpa.us">dfox@nbtpa.us</a> with any questions or to schedule a visit to the properties.

Sealed bids will be accepted in writing and must be completed in full. Bids are due on **Tuesday**, **April 15**, **2025**, at **NOON** at the Township Office. Bids will be reviewed at noon on that date in the Township office. All envelopes must be marked "SEALED FARM LEASE BID".

The New Britain Board of Supervisors will consider the bids at their **April 21, 2025**, Board of Supervisors Meeting.

# Appendix A Property Details

#### Farmable Areas of Township Open Space New Britain Township, Bucks County, PA

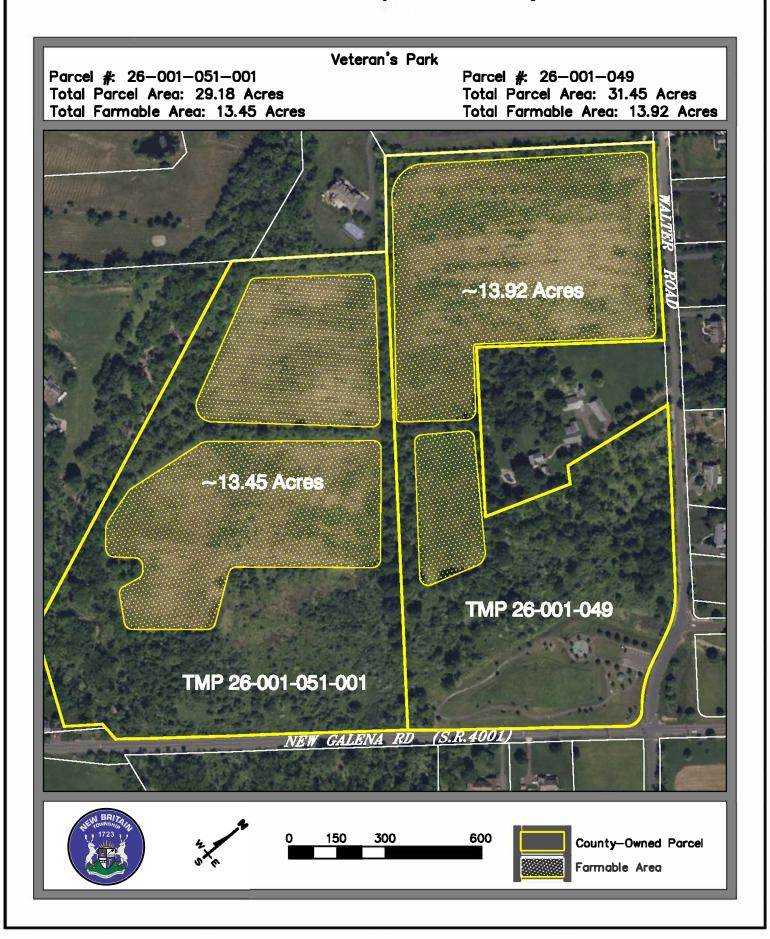
Parcel Name: Veterans Park

Parcel #: 26-001-049 & 26-001-051-001

Total Parcel Area: 60.63 ac

Total Farmable Area: 27.37 ac

## Farmable Areas of Township-Owned Open Space New Britain Township, Bucks County, PA



# Appendix B Lease Template

#### **FARM LEASE AGREEMENT Veterans Park Property**

	This Lease Agreement is entered into thisday of, 20, by and between NEW BRITAIN TOWNSHIP ("Lessor") a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 207 Park Avenue, Chalfont, PA 18914, and, with an address at ["Lessee"].
	R-1. Lessor is the owner of a tract of land consisting of approximately 22.8 farmable acres located in New Britain Township along Schoolhouse Road, and identified as Bucks County Tax Map Parcel 26-005-002-001 ["Property"];
	R-2. Lessor and Lessee desire to put into writing the terms of Lessee's lease of the Property for crop farming.
	NOW, THERFORE, the parties, intending to be legally bound, hereby agree as follows:
1.	TERM AND RENT.
	1.1. This Lease shall commence on, 20, and will end on December 31, 2027. The Lessor may extend this Lease Agreement for two (2) additional one-year periods from January 1, 2028, through December 31, 2028, and January 1, 2029, through December 31, 2029. Lessor shall provide, in writing, to Lessee its decision on whether to extend this Lease Agreement at least sixty (60) days prior to the end of the then current lease term.
	1.2 Annual rent under this Lease shall be \$ per acre for a total annual rent of \$, payable by Lessee in one lump sum on the commencement date and January 31 for any renewal term.
2.	<u>USE OF PROPERTY</u>
2.1.	Lessee's use of the Property is limited to the following: The property shall solely be used for planting and harvesting crops. The property shall not be used for sod farming or tree farming.

- The property shall not be used for sod farming or tree farming.
- Lessee agrees to conduct such agricultural activities in accordance with good agricultural practices that are standard in the farming industry in Bucks County, Pennsylvania.
- Lessee shall be required for hay/grass crops to undertake a minimum of two cuttings per growing season and all bales shall be removed within ten days after cutting.
- Lessee shall not erect any structures or buildings of any kind on the Property.
- Lessee shall not store any equipment, machinery or supplies on the Property without the Township's written consent.
- All fertilizers, herbicides and pesticides shall be applied according to the manufacturers' instructions and in accordance with good agricultural practices that are standard in the farming industry in Bucks County, Pennsylvania.

- Material Safety Data Sheets (MSDS) shall be provided to the Township in advance for any herbicide or pesticides used on the property.
- Lessee shall not remove or trim any brush, hedgerow, or trees along the perimeter of or within the farmland without first securing written approval from the Township.
- The Township shall retain the right of entry and non-public use of the property during the lease term. Should any crop be damaged by the Township or its agents, the lessee's sole remedy is the repayment of a proportionate share of the rent by the Township.

#### 3. INSURANCE

Lessee shall obtain and maintain during the term of this Lease, a comprehensive policy of general liability insurance, naming the Township as an additional insured, thereby protecting the Township and Lessee against any liability occasioned by any occurrence on or about any part of the Leased Premises or any appurtenances thereto, with such policy to provide a minimum coverage of One Million Dollars (\$1,000,000.00) with respect to any one person or accident and in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) with respect to any property damage. Lessee shall provide duplicate originals or certificates for such insurance policies to Township, which certificates shall be endorsed to require the Township be given 30 days prior notice of any cancellation or modification of such policies.

#### 4. **ASSIGNMENT**

Lessee may not assign, sublease, or encumber the Property without Lessor's written consent.

#### 5. BREACH: NOTICE

Lessor:

- 5.1. In the event that either party breaches any of the terms of this Lease, which breach has not been cured for a period of thirty (30) days after written notice to do so, then this Lease shall automatically terminate.
- 5.2. Any notice required under this Lease shall be sent to:

New Britain Township 207 Park Avenue Chalfont, PA 18914
Lessee:

Daniel C. Fox Township Manager

#### 6. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties, and any amendments must be in writing signed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum the date above written.

Witness:	LESSOR: NEW BRITAIN TOWNSHIP	
	Daniel C. Fox, Township Manager	
Witness:	LESSEE:	
	 Print Name:	

# Appendix C Bid Sheet

#### New Britain Township 2025-2027 Farmland Lease Bid Form

### **Bid Form** Veterans Park Property 22 acres of crop or hay production.

2025: \$	per acre <b>X</b> acres = \$	2025 Total
2026: \$	per acre <b>X</b> acres <b>=</b> \$	2026 Total
2027: \$	per acre <b>X</b> acres = \$	2027 Total
TOTAL BID for 3 ye	ears: \$TOTAL	
Extension Year 1 <b>2028</b> : \$	per acre <b>X</b> acres = \$	2028 Total
Extension Year 2 <b>2029</b> : \$	per acre <b>X</b> acres = \$	2029 Total
Note any exceptions	s to Bid:	
Bidder Information	:	
NAME:		
ADDRESS		
PHONE:		
MOBILE PHONE:		
E-MAIL:		
SIGNATURE:		
DATE:		