

Penns Valley Area School District

4528 Penns Valley Road
Spring Mills, PA 16875

Request for Proposals for Property Lease

A. Introduction

The Penns Valley Area School District (“PVASD”) is soliciting proposals for the lease of designated District property. The leased property shall only be used for the purpose of growing agricultural crops.

1. Designated District Property – The property available for lease is adjacent to the Penns Valley Jr./Sr. High School and Penns Valley Elementary/Intermediate School in Gregg Township, Centre County, Pennsylvania, containing approximately 108 farmable acres. The property shall only be used for the purpose of growing agricultural crops as designated on the property map contained herein as Exhibit A. Areas highlighted in green are restricted to grass crops; crops planted in areas highlighted in yellow shall be approved by the District and must maintain strip farming pattern.
2. Property Lease – The terms and conditions of the Property Lease Agreement are contained herein as Exhibit B.
3. The point of contact for questions regarding this RFP or to arrange an inspection of the property shall be: Robert Miller, Director of Physical Plant, (814) 422-2000 extension 2541, or email: rmiller@pennsvalley.org
4. Individuals responding to this request must submit their written proposal as identified herein. Proposals are due on or before 10:00 a.m. local time, on Monday, March 18, 2019, and are to be clearly marked “Property Lease Proposal” and delivered in a sealed envelope to:

Penns Valley Area School District
Attn: Lynn Y. Naugle – Business Office
4528 Penns Valley Road
Spring Mills, PA 16875

Sealed bids will be publicly opened at 10:30 a.m. on Monday, March 18, 2019, in the Penns Valley ASD Administration Conference Room. Subsequent approval of the Property Lease Agreement is anticipated at the April 17, 2019, Regular School Board Meeting.

It is understood that the District reserves the right to reject any or all proposals or part thereof or items therein, and to waive any or all technicalities required for the best interest of the Penns Valley Area School District. Omission of any information may be sufficient cause for rejection of the proposal.

Penns Valley Area School District

4528 Penns Valley Road
Spring Mills, PA 16875

Request for Proposals for Property Lease Response Form

Proposals must be received by 10:00 a.m. local time, on Monday, March 18, 2019

Name: _____

Address: _____


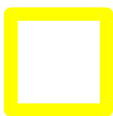
Telephone: _____ E-mail _____

I, the undersigned, hereby submit my bid in the amount of \$ _____ per year for the lease of the designated property. I have reviewed a copy of the proposed lease agreement and have been given the opportunity to ask any questions. I understand that the District reserves the right to accept or reject all or any bids.

Signature: _____ Date: _____

EXHIBIT A



| | | |
|------------------|---------------------------------------------------------------------------------------|------------------------------------------|
| Approx. 22 acres |  | Maintain in Grass |
| Approx. 91 acres |  | Choice of crop pending District approval |

Google

PENNS VALLEY AREA SCHOOL DISTRICT TILLABLE LAND

EXHIBIT B

LEASE AGREEMENT

This Lease Agreement ("Agreement") dated this 18th day of April, 2018, by and between the **Penns Valley Area School District**, a school district of the third class organized and existing under and pursuant to the Public School Code of 1949, as amended, 24 P.S. 101 et seq., with administrative offices located at 4528 Penns Valley Road, Spring Mills, Pennsylvania ("Landlord"), and _____, an adult individual with an address of _____, Pennsylvania ("Tenant").

1. **LEASED PREMISES.** Landlord leases to Tenant upon the terms and conditions contained in this Agreement, tracts of land situated in Penn Township, Centre County, Pennsylvania, containing approximately one hundred thirteen (113) acres, and depicted more specifically on Exhibit A which is attached hereto and made a part hereof ("Leased Premises").

2. **TERM OF LEASE.** The term is one (1) year.

3. **RENTAL PAYMENT.** Tenant shall pay to Landlord the sum of _____ U.S. Dollars (\$) as basic rental for each year of the lease term, with one-twelfth thereof due on the first of each month.

4. **SECURITY DEPOSIT.** The section intentionally left blank.

5. **INABILITY OF LANDLORD TO GIVE POSSESSION.** This section intentionally left blank.

6. **USE BY LANDLORD.** This section intentionally left blank.

7. **INSURANCE.** Tenant shall obtain and maintain during the term of this Agreement appropriate liability coverage for the Leased Premises, and Tenant shall provide Landlord a copy of insurance certificate that includes the Landlord as an additional insured.

8. **SUBLETTING AND ASSIGNMENTS.** Tenant shall not assign this Agreement or enter into any sublease Agreement without the prior written consent of Landlord. Any attempted assignment of sublease by Tenant without prior written consent of Landlord is null and void and is a breach of the conditions of this Agreement. If Landlord shall consent to an assignment or sublease, any such consent shall not be deemed to be a consent to any subsequent assignment or sublease. It is understood that Tenant intends to enter into a sublease with third parties, and Landlord shall not unreasonably interfere therewith, nor shall it unreasonably withhold its approval.

9. **RELIEF OF LANDLORD FROM LIABILITY.** Tenant releases Landlord from liability for any personal injury or damage to personal property of Tenant, Tenant's employees, or Tenant's business invitees not arising from the negligence or intentional acts of Landlord or Landlord's agents or employees. Landlord shall not be liable for any injury or damage caused by water, rain, snow, or ice that may leak or flow from whatever source into or about the Leased Premises. Tenant, in addition, shall indemnify and hold harmless Landlord, its successors, and agents, and assigns from and against any claim, loss, or expense arising from or related to Tenant's actions, or failure to act where or when required to do so, for those of Tenant's employees or Tenant's business invitees, and for those of Tenant's sub lessees, their employees, and invitees, and such obligation shall include reasonable attorney's fees.

10. **USE AND OCCUPANCY OF THE LEASED PREMISES.** Tenant shall occupy and use the Leased Premises in conformance with all applicable federal, state, and local statutes, rules, regulations, laws, and ordinances now in force or that may be enacted in the future, as well as Landlord's policies, including but not limited

to, securing an approved soil conservation plan, following the Penns Valley Area School District's Pest Management Policy (Attachment 1) and notifying Mr. Robert Miller, Director of Physical Plant, three (3) days prior to any pesticide applications. Lessee must also provide a copy of pesticide application license. Tenant shall not store any flammable, hazardous, or toxic substances or engage in any activity on or about the Leased Premises which activities or substances expose Tenant, Landlord, or others to a risk of injury, loss, or damage.

Tenant shall use the Leased Premises only for the purpose of growing agricultural crops. The Landlord must approve all crops and has the right to refuse any crop proposed. Current pattern of crop strips (strip farming) shall be maintained. Winter crops are prohibited. Designated areas shall be identified for grass crops only and animal manure shall only be used with approval from the Landlord.

11. **RULES AND REGULATIONS.** In addition to the terms and conditions of this Agreement, Tenant shall be bound by the Rules and Regulations applicable to all tenants which Rules and Regulations are attached to this Agreement. Landlord shall have the right during the term of this lease to alter, amend, or modify these Rules and Regulations, provided that any alteration, amendment, or modification shall serve the purpose of preserving the Leased Premises and the quiet enjoyment of all tenants. No alteration, amendment, or modification shall become effective as to Tenant until Tenant shall have been provided with a written copy of the altered, amended, or modified Rules and Regulations by mail, posting, or delivery to the Leased Premises. Tenant agrees that a violation of the Rules and Regulations shall be a breach of the terms and conditions of this Agreement and that upon any

violation, Landlord shall be permitted to exercise any and all remedies provided for in this Agreement.

12. **SUBORDINATION.** The parties acknowledge and agree that this Agreement is under, subject, and subordinate to any and all mortgages and security interests that presently encumber the property or that in the future may encumber the property of which the Leased Premises is a part.

13. **CARE AND MAINTENANCE OF LEASED PREMISES.** This section intentionally left blank.

14. **RIGHT OF ENTRY.** Landlord, Landlord's agent, and persons authorized by Landlord shall have the right to enter upon the Leased Premises at all reasonable times to inspect, show the premises to prospective tenants and purchasers, and such other lawful activities that do not unreasonably interfere with Tenant's use of the Leased Premises.

15. **UTILITIES.** This section intentionally left blank.

16. **REMEDIES.** Landlord may, at its sole option, terminate this Agreement without prior notice, if Tenant shall breach any term or condition of this Agreement.

17. **ATTORNEY'S FEES AND COSTS.** If Landlord shall enforce the provisions of the Agreement through collection efforts and/or in any court or legal proceeding against the Tenant, Landlord shall be entitled as part of any court judgment or other award to be reimbursed for all costs and expenses of enforcement including reasonable attorney's fees.

18. **CONDEMNATION OF LEASED PREMISES.** If all or any part of the Leased Premises shall be condemned under the government's power of eminent domain, the lease shall terminate as to the portion taken. Landlord shall not be liable to Tenant for any claims by Tenant for loss of use of all or any portion of the Leased Premises or because this Agreement has been terminated.

19. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the parties hereto, and shall include in particular any sub lessee of Tenant.

LANDLORD:

PENNS VALLEY AREA SCHOOL DISTRICT

Attest:

Board Secretary

By: _____
Board President

Witness:

TENANT:

ATTACHMENT 1

PENNS VALLEY AREA SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: INTEGRATED PEST
MANAGEMENT

ADOPTED: July 17, 2002

REVISED: April 20, 2005

| 716. INTEGRATED PEST MANAGEMENT | |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Purpose</p> | <p>The school district shall utilize integrated pest management procedures to manage structural and landscape pests and the toxic chemicals used for their control in order to alleviate pest problems with the least possible hazard to people, property and the environment.</p> |
| <p>Title 22, Sec. 4.12 Pol. 102</p> | <p>The district shall integrate IPM education into the curriculum in accordance with relevant academic standards.</p> |
| <p>2. Definition</p> | <p>Integrated Pest Management (IPM) is the coordinated use of pest and environmental information to design and implement pest control methods that are economically, environmentally and socially sound. IPM promotes prevention over remediation, and it advocates integration of at least two (2) or more strategies to achieve long-term solutions.</p> |
| <p>SC772.1</p> | <p>Integrate Pest Management Plan is a plan that establishes a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks.</p> |
| <p>3. Authority</p> <p>3 P.S. Sec.111.21- 111.61 7 Pa. Code Sec. 128 et seq</p> | <p>The Board establishes that the school district shall use pesticides only after consideration of the full range of alternatives, based on analysis of environmental effects, safety, effectiveness and costs.</p> |
| <p>SC772.1</p> | <p>The Board shall adopt an Integrated Pest Management Plan for district buildings and grounds that complies with policies and regulations promulgated by the Department of Agriculture.</p> |
| <p>4. Delegation of Responsibility</p> | <p>The Director of Physical Plant shall be designated to serve as IPM coordinator for the district and be responsible to implement integrated pest management procedures and to coordinate communications between the district and the approved contractor.</p> |

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|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>SC 772.1</p> <p>5. Guidelines</p> | <p>The Director of Physical Plant shall be responsible to annually notify parents and guardians of the procedures for requesting notification of planned and emergency applications of pesticides in school buildings and on school grounds.</p> <p>The Director of Physical Plant will be involved in making decisions relative to pest management shall participate in update training.</p> <p>Pest management strategies may include education, exclusion, sanitation, maintenance, biological and mechanical controls, and site appropriate pesticides.</p> <p>An integrated pest management decision shall consist of the following five (5) steps:</p> <ol style="list-style-type: none"> 1. Identify pest species. 2. Estimate pest populations and compare to established action thresholds. 3. Select the appropriate management tactics based on current on-site information. 4. Assess effectiveness of pest management. 5. Keep appropriate records. <p>An Integrated Pest Management Program shall include the education of staff, students and the public about IPM policies and procedures.</p> |
| <p>SC 772.1</p> | <p>When pesticide applications are scheduled in school buildings and on school grounds, the district shall provide notification in accordance with law, including:</p> <ol style="list-style-type: none"> 1. Posting a pest control sign in an appropriate area. 2. Providing the pest control information sheet to all individuals working in the school building. 3. Providing required notice to all parents and guardians of students or to a list of parents and guardians who have requested notification of individual applications of pesticides. |
| <p>SC 772.1</p> | <p>Where pest pose an immediate threat to the health and safety of students or employees, the district may authorize an emergency pesticide application and shall notify by telephone any parent and guardian who has requested such notification.</p> |
| <p>SC 772.1</p> | <p>The district shall maintain detailed records of all chemical pest control treatments for at least three (3) years. Information regarding pest management activities shall be available to the public at the district's administrative office.</p> |
| <p>Title 22</p> | <p>.</p> |

Sec. 4.12

School Code
772.1

7 Pa. Code
Sec. 128 et seq

3 Pa. C.S.A.
Sec. 111.21-111.61

7 U.S.C.
Sec. 136 et seq

Board Policy
102