Town of Dracut, Massachusetts

RFP #2021- Beaver Brook Farm

SEASONAL HAYING LEASE FOR BEAVER BROOK FARM

REQUEST FOR PROPOSALS
LEASE OF MUNICIPAL PROPERTY
FOR THE PURPOSE OF HARVESTING HAY
761 MAMMOTH ROAD, TOWN OF DRACUT, MA

DATE: May 12, 2021
REQUEST FOR PROPOSALS – SEASONAL HAYING LEASE FOR BEAVER BROOK FARM TOWN OF DRACUT, MA

Description: This request for proposals is for the haying of approximately 15 acres of land located at 761 Mammoth Road in Dracut, MA. The property is known as Beaver Brook Farm and was acquired by the Town of Dracut in Spring 2015. It is described as Assessor’s Map 44, Lot 106, and is further described in a deed in Book 29306, Page 48 in the Northern Middlesex Registry of Deeds. It is the Town’s goal to maintain the fields in accordance with sound agricultural practices.

Law: In accordance with Massachusetts General Laws, chapter 40, section 3 and chapter 30B, section 16, this property is being leased for a short-term period. The properties have been declared available for lease by the June 3, 2019 Dracut Town Meeting, Article 22. (Attached)

Time Table for RFP:

A pre-submittal, recommended, on-site briefing at 761 Mammoth Road has been scheduled for Tuesday, May 18, 2021 at 10:00 A.M.

Please direct all questions, in writing, to boconnor@dracutma.gov on or before Friday, May 21, 2021 by 10:00 A.M.

In order to be considered, sealed proposals (please include five copies) must be received by Friday, June 11, 2021 by 10:00 A.M. addressed as follows:

Barbara O’Connor, Purchasing Agent
Town of Dracut
62 Arlington Street
Dracut, MA 01826

All proposals must be presented in a sealed envelope clearly marked:

RFP #2021: “Seasonal Haying Lease for Beaver Brook Farm”
Proposals shall include the enclosed Information and Statement of Qualifications.

SUMMARY OF DESIRED FARM OPERATIONS

The Town of Dracut is looking for a person or entity who has significant agricultural experience—particularly for hay farming—to hay approximately 15 acres at Beaver Brook Farm. The Town’s goal is to have the hayfields at the farm responsibly managed, using sound agricultural practices. The Town has approved a significant number of lease years for this contract, encouraging the proposer to apply soil amendments and nutrients resulting in development of healthier soil. The Town anticipates that haying per season should generate three to four hay cuttings per season.

The Town of Dracut is a Right to Farm Community, in accordance with Chapter 23 of the Town of Dracut General Laws; MGL, Chapter 40A, Section 3; Chapter 90, Section 9; Chapter 111, Section 125A and Chapter 128, Section 1A. Given that the Beaver Brook Farm is located between two large condominium units, the Town would like the proposer to have a full knowledge of the Right to Farm legislation and be able to educate abutters on this issue. Despite the adoption of this statute in Dracut, the Town anticipates and expects that the proposer will be sensitive and respectful to abutters during times of soil amendment applications and farm operations.

SUBMISSION INFORMATION

SUBMISSION INFORMATION:
A proposal should include the following information:

1. Name of proposer.
2. Address of proposer
3. Name of contact person, telephone number, fax number and e-mail address.
4. If proposer is not an individual, names and address of all partners, officers, directors and any other person with an ownership interest greater than 5%.
5. Names of any Town of Dracut officials or employees who are related to the proposer or any of the partners, officers, or directors of the organization, or who have any ownership interest in the proposing organization.
6. Names and resumes of staff members who will be assigned to manage the farm.

7. A list of all activities providing relevant experience during the last ten years including farm name, location, dates, name of any land lessor if applicable.

8. List of assets owned by proposer which will be available to carry out the business plan including equipment (model/year) and cash or other assets available for use in the operation, including written documentation thereof.

9. If a joint venture or partnership proposal, provide the information listed in the “Agricultural Experience and Qualifications” section above for all parties to the joint venture or partnership.

10. Other information which will document the proposer’s capabilities and qualifications for the project.

11. Liability Insurance: Agreement to maintain throughout the Term of the Lease on terms and conditions acceptable to the Town, (a) a Commercial General Liability insurance policy or policies to protect the Town, as Lessor, against any liability to the public or to any invitee of Lessee or Lessor with a limit of not less than $500,000 per occurrence and not less than $1,000,000 in the annual aggregate, or such larger amount as the Town may prudently require from time to time, covering at least bodily injury and property damage liability; (b) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute.

12. Agricultural Experience and Qualifications:

The proposer should have experience in agriculture including the raising and selling of crops, land management experience, and knowledge of sound agricultural practices. The Town desires a lease who:

   i. Has a significant number of years in operation raising and selling hay and/or crops;
   ii. Has an agricultural education, including educational background in agriculture;
   iii. Has references from employers, landlords, customers or others familiar with the Proposer’s agricultural experience;
   iv. Understands techniques and methods of land management;
   v. Understands techniques and methods of sound agricultural practices.
13. Plan of Operation for Sale and Distribution of Hay

The proposer will submit a detailed management plan for the farming operations which he or she would conduct on the property. The plan will cover up to three years of operations and will include the following information:
- Hay to be grown and expected volumes
- Marketing channels through which crops will be sold including past customers who may be included in the plan;
- Hours proposer expects to spend on the operation if not all work hours will be on the farm;
- Expected labor costs, including number of hours, how employees will be obtained, hourly pay rates, and other labor related costs;
- Cost for supplies, seeds, plants, fertilizer, and other materials;
- Planned organic farming practices;
- Equipment to be used (tractors, trucks, other farm equipment);
- Overhead costs such as insurance, interest, waste disposal;
- Expected profit after annual rent payment to the Town of Dracut;

NEGOTIATION OF AGREEMENT

Once the proposer is selected as the most qualified, the proposer shall be notified and negotiations initiated to reach agreement on the detailed lease and program to be provided.

If for some reason agreement cannot be reached, then, with the approval of the Town Manager, discussions with the top-ranked proposer shall be terminated, the proposer will be so notified, and the second-ranked individual will be invited to undertake negotiations. This process can continue, at the discretion of the Town Manager, to the third-ranked proposer, and beyond, if agreement cannot be reached.

Agreement Requirement - There shall be a written agreement with the lessee stating the time limit for the lease and giving the Town the option of terminating such agreement for cause and allowing the lessee a reasonable opportunity to cure any violations of the agreement.

Certifications - The agreement shall include the following certifications that shall be signed under penalties of perjury:

1. Certification that the proposer has not given, offered or agreed to give any gift, contribution or offer of employment as an inducement for, or in connection with the award of the agreement. (use attached form)
2. Certification that no subcontractor for the proposer has given, offered or agreed to give any gift, contribution or offer of employment to the proposer or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the proposer or subcontractor of the lease. (use attached form)

3. Certification that no person, corporation or other entity, other than a bona fide, regular employee of the proposer has been retained or hired to solicit for or in any way assist the proposer in obtaining the lease upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the lease. (use attached form)

4. Agreement that the proposer at his/her own expense will obtain and maintain a general liability insurance policy covering negligent errors, omissions and acts of the organization or of any person or business entity for whose performance the organization is legally liable arising out of the performance of such agreement. The awarding authority may require a subcontractor employed by the organization, subject to this subparagraph, to obtain and maintain a similar liability insurance policy.

   The organization shall furnish a certificate or certificates of such insurance coverage to the Town of Dracut prior to the award of the lease, showing coverage in an adequate amount for the applicable period of limitations and including any added coverage in such amounts as the awarding authority requires.

5. Certification that the individual or organization has complied with state tax laws, in accordance with M.G.L. Chapter 62C, Section 49A. (use attached form)

6. Certification under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. (use attached form)

Disclosures - The selected proposer shall be required to file a disclosure of beneficial interests in real property transaction form with the Commissioner of the Division of Capital Asset Management (DCAMM). No contract to lease property is valid until the lessee files this form with DCAMM. An updated disclosure form must be filed within 30 days of any change in beneficial interests during the lease term.
RULE FOR AWARD

The Town of Dracut will determine the most advantageous proposal from a responsible and responsive Proposer by taking into consideration all of the evaluation criteria set forth in this RFP.

The Town may make such investigations as the Town deems necessary and the proposer shall furnish to the Town all such information and data for this purpose as the Town may request.

The Lease will be awarded within sixty days after the proposal due date unless the time for the award is extended by mutual agreement of the parties.

In these matters, the judgment of the Town will be binding, conclusive, and final.

RIGHT TO REJECT PROPOSALS

The Town reserves the right to reject any or all proposals, if it is determined by the Town Manager to be in the interest of the Town to do so.

The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals, should the Town deem it to be in the interest of the Town.

The Town may also reject proposals which in its sole judgment are incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions or irregularities, if considered minor.

Information for Proposers

1. **Town Objectives.** The Town’s primary goal in leasing the Beaver Brook Farm hayfields property is to promote local agriculture and sound land management. The Town also wishes to have a tenant who will be able to educate the public about local farming, farm operations and Right to Farm legislation.

2. **Farm Operations.** Use of Land – the land shall be actively farmed to produce hay only. (There is no water available on the property, however at some point the town
will be installing water to the site.) Land stewardship shall be in accordance with the requirements of the Town’s Agricultural Commission guidelines and requirements and Chapter 23- Right to Farm Bylaw of the Town of Dracut General Laws. Additionally, the property shall be farmed in adherence to the Massachusetts Plant Nutrient Regulations which became effective on December 5, 2015. Soil testing shall be conducted every two years and, in an effort to maintain soil quality on the site, no tillage shall be allowed on the fields.

The former tenant has hayed the fields for the past three years and prior to the former tenant, the land was hayed and farmed for decades prior to the Town’s ownership.

Two years ago the fields were fertilized with cow manure, however no lime was applied to the land.

3. **Hours of Operation.** The Right to Farm Bylaw specifies that farming and agricultural activities may take place “on holidays, weekdays and weekends by night or day.” Farming operations shall take into account and shall be conducted with sensitivity to neighboring properties and tenants of the Beaver Brook Farm main house.

4. **Storage on Site.** Hay cannot be stored on site. Hay must be baled and removed off-site within seven (7) days of mowing;

5. **Property Included in Lease.** (see attached map) The lease premises shall include the following:
   a. Large field adjacent to Mammoth Road as well as the large field towards the east and towards Beaver Brook.

6. **Term of Lease.** The lease shall be for a one-year term with the possibility of two extensions, each of one year. Unless the lease has been terminated in accordance with the termination provisions, the Lessee will be entitled to participate in the RFP process at that time. The lease will be terminated if the Lessee fails to maintain the property in satisfactory agricultural use per the specific terms of the Lease agreement.

7. **Maintenance of Grounds.** The farm property is located in a prominent location within the community. Consequently, proper maintenance of the grounds and the appealing look of the property from the street is an important aspect of this project. The grounds shall be kept clean and free of litter and debris and maintained to present an orderly appearance.

8. **Selection Process.** A five-member review panel, composed of Agricultural Commission members, Beaver Brook Farm Committee members and Community Preservation Committee members will be appointed by the Town Manager to review and rank the proposals received before the deadline, based on the evaluation criteria
identified in this RFP. The panel will transmit its recommendations to the Town Manager who will initiate lease negotiations with the recommended proposer.

9. **Projected Schedule.** The estimated schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP available</td>
<td>May 12, 2021</td>
</tr>
<tr>
<td>COMMBUYYS</td>
<td>May 12, 2021</td>
</tr>
<tr>
<td>Central Register</td>
<td>May 12, 2021</td>
</tr>
<tr>
<td>Website/Office</td>
<td>May 12, 2021</td>
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<tr>
<td>Lowell Sun</td>
<td></td>
</tr>
<tr>
<td>First</td>
<td>May 24, 2021</td>
</tr>
<tr>
<td>Second</td>
<td>May 31, 2021</td>
</tr>
<tr>
<td>Site Visit</td>
<td>May 18, 2021 10AM</td>
</tr>
<tr>
<td>Questions due</td>
<td>May 21, 2021 10AM</td>
</tr>
<tr>
<td>Proposals due</td>
<td>June 11, 2021 10AM</td>
</tr>
</tbody>
</table>

The Applicant will be ranked on several criteria relating to this RFP. S/he will be ranked on:

1. **Experience in Farming, Production and Qualifications**
   a. Experience with agricultural production as manager or self-employed farmer.
   b. Demonstrated success and quality of recent farming activities.
   c. Qualifications, experience and availability of key personnel to be assigned to the operations.

2. **Financial Strength and Credit Worthiness**
   a. Documentation of financial stability.
   b. Ability to finance any applicable business plan.

3. **Overall Presentation and Organization of the Proposal**

4. **Ability to comply with the goals of the Town of Dracut for use of the Land**
1. Experience in Farming, Production and Qualifications:

A *Highly advantageous rating* will be given to a Proposer who has significant experience in the development and operation of facilities that are similar in nature, size, and scope. In particular, this highest rating will be reserved for Proposers who have ten or more years’ experience in dealing with municipalities or other public bodies and leasing of public land, and who have developed other sites in Massachusetts, and who have experience using agricultural technology and methods to minimize waste and resources.

An *Advantageous rating* will be given to a Proposer who has less than five to ten years’ experience in the development and operation of similar projects.

An Unacceptable rating will be given to a Proposer who has less than five years’ experience in the development and operation of similar projects.

2. Financial Strength and Credit Worthiness

A *Highly advantageous rating* will be given to a Proposer who has significant financial resources to operate under the proposed contract and can demonstrate the Proponent’s ability to carry out the ongoing operations and continued maintenance of the land. A statement describing the anticipated costs and the anticipated sources of financing and/or working capital is required.

An *Advantageous rating* will be given to a Proposer who has sufficient financial resources to operate the farming operation on an ongoing basis.

An Unacceptable rating will be given to a Proposer who has little or no financial resources to carry out the proposed management and operations at the farm.

3. Overall Presentation and Organization of the Proposal

A *Highly advantageous rating* will be given to a Proposer who provides a cohesive and complete presentation of the materials requested and meets the priorities of the Town. In particular, this highest rating will be reserved for Proposers who have ten or more years’ experience in dealing with municipalities or other public bodies and leasing of public land and who have experience in working with the public to resolve issues relating to Right to Farm Communities (i.e. farm activities and operations at all hours) and residential housing.
An *Advantageous rating* will be given to a Proposer who provides an adequate presentation of the requested information, perhaps missing several of the items and meeting most of the priorities of the town;

An Unacceptable rating will be given to a Proposer who has an incomplete submission and does not meet the requirements outlined by the town;

4. **Ability to comply with the goals of the Town of Dracut for care and use of the Land**

A *Highly advantageous rating* will be given to a Proposer who meets the priorities of the Town with respect to the responsible management of the land to keep it productive. In particular, this highest rating will be reserved for Proposers who have ten or more years’ experience in farming similar land;

An *Advantageous rating* will be given to a Proposer who has more than five years less than ten years’ experience in the responsible management of land and farm operations to keep the land productive;

An Unacceptable rating will be given to a Proposer who has no understanding or experience in implementing the goals of the town in the care and operation of the land.
PRICE PROPOSAL SHEET

Vendor Name:  
____________________________________________________________________

Vendor Address:  
____________________________________________________________________

____________________________________________________________________

Telephone Number: ________________________________________________

Email: _____________________________________________________________

Proposed Annual Rental Payment: $_________________________

Proposed Annual Rental Payment: (written)  
____________________________________________________________________

(Signature)  
____________________________________________________________________

(Printed name of person signing bid or proposal)  
____________________________________________________________________

(Title)  
____________________________________________________________________

(Name of business)  
____________________________________________________________________

(Date)
DISCLOSURE OF BENIFICIAL INTEREST
IN A REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Commissioner of Capital Asset Management and Maintenance, as required by M.G.L. c.7, S.40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:
   _____________________________________
   (Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: __ Lease or rental for _1-3 years_________ (term).

4. Lessor(s): __ Town of Dracut, MA.________________________________________
   Lessee(s): ____________________________________________

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

   Name               Address
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________

13
None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or position</th>
</tr>
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<tbody>
<tr>
<td>_________________________</td>
<td>__________________</td>
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<td>_________________________</td>
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</tbody>
</table>

5. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or addition to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _________________________________

Printed name: _______________________________

Title: _________________________________

Date: _________________________________
STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, S.49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NAME OF PROPOSER(S):

________________________________________________________

SIGNATURE(S):

________________________________________________________

________________________________________________________

PRINTED NAME(S) AND TITLE(S):

________________________________________________________

________________________________________________________

NAME OF BUSINESS:

________________________________________________________

ADDRESS:

________________________________________________________

________________________________________________________

SOCIAL SECURITY NUMBER(S) OR FEDERAL ID NUMBER:
CERTIFICATION OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, club, or other organization, entity, or group of individuals.

________________________________________
(Signature of individual submitting bid or proposal)
Beaver Brook Farm hayfield, as seen from Mammoth Road.
Middle of the hayfields, looking towards Mammoth Road
Lower hayfield, looking towards the east.
Lease area – Attached
1 inch = 100 feet
COPY OF VOTE PASSED
TOWN OF DRACUT
ANNUAL TOWN MEETING
JUNE 3, 2019

ARTICLE #22:
Unanimously, the Town voted to lease to a private and/or non-profit entity select and specific parcels of land, presently owned by the Town of Dracut and used for agricultural and/or open space purposes.

The lease of farmlands owned by the Town of Dracut shall be subject to a request for proposals (RFP) and applicable local Charter and Bylaws, as well as the Massachusetts General Laws. Properties that may be considered for any Town-owned farm leases/licenses include, but are not limited to, the following properties:

650 Marsh Hill Road (Yapp Farm), Map 20, Block 14
761 Mammoth Road (Beaver Brook Farm), Map 44, Lot 106
170 Crosby Road, Map 18, Block 20, Lot 1

Submitted by Helen Dunlap, Chair, Community Preservation Committee
Board of Selectmen recommended approval

A TRUE COPY ATTEST:  
Kathleen M. Graham, Town Clerk
TOWN OF DRACUT
AGRICULTURAL LEASE
FOR BEAVER BROOK FARM

This Lease (“Lease”) is made as of this ______ day of __________, 2021 between the Town of Dracut, Massachusetts (“Town”) and ________________ (“Tenant”), with a place of operation at ______________________ (collectively referred to as the “parties”) for land located at __________________________, Dracut, Massachusetts. In consideration for the payment of rent of $_____/acre payable on or before __________________ and the covenants herein agreed to by the Tenant, the Town leases to the Tenant the land in said Dracut comprised of ______± acres of land located at ______________________ (Assessor’s Map _____. Block _____. Parcel ____.) as shown in more detail on the Plan attached hereto as Exhibit A (the “Leased Premises”).

WHEREAS, the Town of Dracut has a long-standing tradition and commitment to promoting community-based agriculture, preserving the rural character of the community, protecting wildlife, encouraging the proper use of Town land, and maintaining the agricultural productivity of the land;

WHEREAS, the Leased Premises is shown as a portion of said Parcel on a plan attached hereto as Exhibit A and by this reference made a part of this Lease; and

WHEREAS, both parties share a mutual interest in agricultural production and land stewardship.

NOW, THEREFORE, the Town and Tenant agree as follows:

1. Term of the Lease: The term of this Lease shall be one (1) year commencing as ________, 2021 and ending on ____________, 2021, unless renewed, extended, or terminated as hereinafter provided.

   a. The Tenant and the Town may agree to renew this Lease for another ______ (__), ______ (____) year extensions, for a total of ______ years. If the Tenant wishes to renew this Lease, it shall provide written notice to the Town received no later than sixty (60) days prior to the expiration of this Lease. Town reserves the right to decline to renew this Lease, for any reason, including but not limited to on account of a default by Tenant in its obligations under this Lease.

2. Annual Fixed Rent: The Tenant shall pay the Town a fixed annual rent of $_____/acre for _______ acres total annually on or before ______________ of each year. Rent payments shall be made to: Town of Dracut c/o Town Manager 62 Arlington Street, Dracut, MA 01826

3. Insurance: Tenant shall purchase and maintain in full force and effect for the term of the Lease the following insurance:

   a. General Liability of at least $1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a $3,000,000 Annual Aggregate Limit. The Town shall be named as an “Additional Insured”.

b. **Automobile Liability** (applicable for any Tenant who has an automobile operating exposure) of at least $1,000,000 CSL. The Town should be named as an “Additional Insured”.

c. **Workers’ Compensation Insurance** as required by law.

d. **Umbrella Liability** following the same form as the underlying General Liability, Automobile Liability, and Employer’s Liability insurance of at least $2,000,000. The Town shall be named as “Additional Insured.

Certificates of Insurance shall be from an insurance company that is an admitted carrier in Massachusetts and has an A.M. Best rating of “A” or better. Certificates of Insurance shall be filed with the Town within 10 business days of the signing of this Lease. The Tenant shall notify the Town within 5 days of receiving a notice of cancellation, non-renewal or material modification of any insurance policy agreed to herein. The Tenant waives subrogation rights against the Town for all losses.

4. **Tenant’s Use of the Premises and Responsibilities:** The Tenant agrees as follows:

   a. To use the Leased Premises for hay farming only.
   b. To farm the land following accepted agricultural principles, including but not limited to the Massachusetts Plant Nutrient Regulations that became effective on December 5, 2015. Soil testing shall be conducted every two years and, in an effort to maintain soil quality on the site, no tillage shall be allowed on the fields unless as specifically requested by the Tenant of the Town.
   c. To develop and maintain the field in good condition including the pH, fertility and soil structure.
   d. To limit chemical insecticides, fungicides, and herbicides used at the Leased Premises to those registered under Commonwealth of Massachusetts regulations and selected and used only in accordance with the New England Vegetable Management Guide available at [www.nevegetable.org](http://www.nevegetable.org).
   e. Insecticides, fungicides, and herbicides must be applied by a certified pesticide applicator. The use of any pesticide shall be in conformance with all applicable laws and regulations, and all label directions. Upon written notice to the Tenant, the Town may direct the phase out, conditioning, or prohibition of the use of any pesticide, should credible evidence be found of significant environmental harm on account of the use of such chemicals.
   f. To refrain from removing from the premises any topsoil, loam, gravel rock, sand, humus or other types of earthen or mineral matter.
   g. To inform and obtain the consent of the Town Manager, with advice from the Dracut Agricultural Committee, before stockpiling or spreading manure or animal-based fertilizers on the property.
   h. To use good agricultural and soil conservation practices with respect to such land and take all reasonable means to prevent runoff, erosion, siltation, or waterways pollution, such as vegetated buffer strips, cover crops, and berms.
   i. To plant the Leased Premises at the end of each growing season, no later than November 1, with cover crops to maintain or restore soil nutrients and prevent erosion until the next growing season.
   j. To provide by December 31st of each year to the Town Manager a brief report of the previous year’s farming activity including, but not limited to, crop types, yield, soil
improvements and amendments (type and amount), fertilizers (type and amount), insecticides (type and amount), fungicides (type and amount), herbicides (type and amount), harvesting practices, irrigation, cover crops used, and any problems. If insecticides, fungicides, or herbicides are used, the report must include a copy of a valid pesticide applicator's Lease.

k. To provide by **March 1st of each year** to the Town Manager an annual plan for the upcoming year. If more than one crop is intended to be planted, the plan should also include a map showing approximate crop locations. This plan must include intended means of farming, proposed pesticides, and proposed crops. If there are no changes from the initial plan submitted with the response to the Request for Proposals, then no annual plan needs to be submitted.

l. To conduct annual soil tests for soil pH, fertility, and organic matter. All soil tests should be conducted through UMass Extension Soil Testing Lab to ensure standardized comparisons between years. Soil tests must be submitted with the annual report.

m. To permit the Community Development Director and other Town officials free access to the Leased Premises to examine or exhibit the farming activity, and to allow the land to be used by the public during the non-growing season.

n. To allow use by the public of all the farm roadways and pathways during the growing season in a manner allowed to the extent that such public access does not interfere with the farming operation.

o. To refrain from assigning this Lease or subletting the premises or any part thereof, and to perform at least one half of the farming activities by Tenant, by employees of the Tenant, and with equipment owned by the Tenant.

p. To maintain the Leased Premises free of unsightly, offensive, and hazardous litter, debris, and other refuse materials resulting from the use of the land by the Tenant.

q. To notify the Town Manager of any artifacts discovered on the site and to leave such artifacts in place until the Tenant receives further direction.

r. To maintain the field edges by regular mowing.

s. Tenant’s use of the Leased Premises is subject to all applicable legal requirements. Tenant, after a full and complete inspection of the Leased Premises, agrees the Leased Premises is suitable for the purpose of this Lease and that the Town has made no representation or warranty, express or implied, in fact or in law, and that it has no recourse against the Town, as to the nature or condition of the Leased Premises or the uses to which it may be put, and further agrees that the Town shall not be required to furnish any services or make any alterations to the Leased Premises.

5. **Termination:** The Tenant agrees as follows:

a. The Town may renegotiate or terminate the Lease at anytime before the end of the Lease term. If the Lease is terminated for convenience, the Town Manager or his/her designee shall provide 90 days advance written notice to the Tenant.

b. The Tenant may terminate this Lease on or before September 1 of any year prior to the last year of the Lease term.

c. The Town Manager may terminate this Lease before the end of the Lease term if they determine that the Tenant has failed to comply with the terms of the Lease. If the Town Manager has reason to believe that the Tenant has failed to comply with the terms of the Lease, the Town Manager or their agent shall notify the Tenant in
writing 10 days prior to a Select Board meeting at which time the matter will be discussed. The Town Manager or their agent shall issue their decision in writing explaining the justification for the decision.

6. **Enforcement:** The Tenant shall pay all reasonable costs, attorney fees, and expenses that may be incurred by the Town in enforcing this Lease.

7. **Indemnification:** The Tenant shall indemnify and hold harmless the Town, its officers, employees, agents, and representatives from and against all claims, demands, causes of action, suits, costs (including attorney's fees), damages, and liability of any kind incurred either directly or indirectly from the Tenant's use or operation of the Leased Premises or on account of injury or damage to person or property caused by the negligent or wrongful action or inaction of the Tenant and any of its employees, agents or visitors.

8. **Mechanic Liens:** Tenant shall not create, or suffer to be created or to remain, and shall promptly discharge, any mechanic’s, laborer’s or materialman’s lien upon the Leased Premises (by payment, bond, insurance, order of court of competent jurisdiction or otherwise) and will not cause the estate, rights or interests of the Town to be impaired.

9. **Town’s Remedy upon Tenant Breach:** If the Tenant, or their executors, administrators, or successors, neglects or fails to perform any of the covenants herein contained in any material respect and, notwithstanding any previous waiver by the Town of any right or benefit of the Town under this Lease, the Town may, with advance written notice of 30 days or without demand or notice in the case of emergency, enter into and upon the said Leased Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel the effects of the Tenant without being deemed guilty of any manner of trespass and without prejudice to any other remedies available to Town, and upon entry as aforesaid this Lease shall terminate. Nothing herein shall prevent the Town from pursuing any other remedies in law or equity, and all such rights are expressly reserved herein.

10. **Entire Agreement, Amendment:** This Lease shall constitute the entire agreement of the parties as to the subject matter addressed herein. There are no other agreements between the parties concerning such subject matter. This Lease may not be altered, modified or supplemented except by way of a writing executed by the parties.

11. **Relationship of Parties:** The parties shall not be deemed to be partners, joint venturers or agents of each other for any purpose. The Tenant shall not be deemed to be an employee of the Town.

12. **Notices:** All notices will be made to the address and persons specified below. A party may change its address by providing notice of the same in accordance with the provisions of this section.

**Town:**

Town Manager
Town of Dracut
Dracut Town Hall
13. **Counterparts:** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature on a copy of this Lease received by either party by electronic or facsimile transmission is binding upon the other party as an original.

14. **Tax Compliance:** The Tenant certifies to the Town of Dracut that, to the best of its information, knowledge and belief, it has filed all tax returns and paid all federal and state taxes as required by law.

15. **Non-Collusion:** The Tenant certifies to the Town of Dracut, under the penalties of perjury, that this Contract has been made and entered into in good faith and without any collusion or fraud with any other party. As used herein, the word, “party”, shall mean any natural person, business, partnership, corporation, limited liability company, limited liability partnership, union, committee, club, or other organization, entity, or group of individuals.

IT WITNESS WHEREOF, the Town of Dracut has caused its corporate seal to be hereunto affixed and this instrument to be executed in its name and on its behalf by Ann M. Vandal its Town Manager. Each party warrants that the execution, delivery and performance of this Lease are within its powers, have been duly authorized and in accordance with all applicable legal requirements and that the individuals signing this Lease are authorized and empowered to bind each respective party.

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Town of Dracut

Tenant

By: Ann Vandal, Town Manager