



# Town of Stow Conservation Commission

380 Great Road  
Stow, Massachusetts 01775  
(978) 897-8615  
FAX (978) 897-4534

## LEGAL NOTICE

### Request for Proposals Land for Agricultural Use Captain Sargent Conservation Area

The Stow Conservation Commission is seeking proposals for agricultural use of five acres of conservation land located off Tuttle Lane in Stow. The land consists of an open field with directly roadway access to Tuttle Lane. Interested farmers should review the full Request for Proposals, map, information requirements and selection criteria on the Town's website at: <http://tinyurl.com/stowconservation> or request a copy from the Conservation Commission. Proposals are due by 4 pm on June 30, 2016 and must be mailed or hand delivered in a sealed envelope to Stow Conservation Commission, 380 Great Road, Stow, MA 01775. For further information contact the Stow Conservation Commission at [conservation@stow-ma.gov](mailto:conservation@stow-ma.gov) or 978-897-8615.

Stow Conservation Commission  
Andrienne Snow, Chair

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## **Town of Stow Conservation Commission**

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Stow, Massachusetts 01775  
(978) 897-8615  
FAX (978) 897-4534**

### **Land for Agricultural Use Captain Sargent Conservation Area Request for Proposals**

The Stow Conservation Commission is seeking proposals for agricultural use of approximately five acres of land located off Tuttle Lane in Stow. The land consists of an open field with direct roadway access to Tuttle Lane. It is located on a quiet country road surrounded by conservation land. The area to be licensed has a small fire pond, but no well or utilities. Hand pumps provide non-potable water seasonally at the community gardens on the opposite side of Tuttle Lane. The Commission will execute a license agreement with the successful bidder for up to five years for a fee to be negotiated, but not less than \$50.00 per acre per year. Licensee will be expected to accommodate public use of trails on the existing roads and trails on the perimeter of the field, with these areas mowed as needed to keep them open. The license, which must be renewed annually, will require annual proof of liability insurance, a management plan, and annual reporting to the Conservation Commission.

Interested farmers should submit one copy of a proposal with the following information: name and contact information for the applicant, description of the applicant's farming experience, a detailed description of the proposed use(s) of the land (including any proposed retail activities, if any), a statement of proposed management practices, a description of any improvements that licensee would propose to make including type and size of fencing and number and size of temporary structures (no permanent structures are permitted), a description of any limitations on public use of the property, number of seasonal and permanent employees, business or farm plan if available, proposed license duration and fee, and at least two references. Nonagricultural use of the property and/or subletting is not permitted.

In reviewing proposals and making its selection, the Commission and/or its designee will interview interested farmers, and will take into account the suitability of the proposed use for the land, its consistency with the conservation and recreational values for which the property was acquired, sustainability of farming practices and methods (preference for low impact activities), and demonstration of sufficient farming experience to carry out the operation. Preference will be given to Stow residents, employees, and those living or working within contiguous communities that have the ability to attend to emergencies at the site within a reasonable timeframe. Preference will also be given to crop farming that maintains the open vistas across the property. Excellent communication skills and flexibility are important. A copy of a standard license agreement and map is attached.

The license term will begin either immediately upon selection or in early 2017 at licensee's option. The selected licensee will be expected to work cooperatively with a Christmas tree farmer that is licensed to use an adjacent field on South Acton Road and with the Stow Conservation Commission regarding shared use of the access road and portions of the field closest to the access road (see blue area on map on next page). A Memorandum of Agreement will be developed by the three parties to address the uses of this area. The Commission is also engaged in a long-term project to reduce invasive species around field

edges and working with an invasive species contractor who may be using limited herbicides on the property.

Proposals for use the land will be accepted by the Stow Conservation Commission, 380 Great Road, Stow, MA 01775, **until 4 pm on June 30th** and will be opened at this time. For further information contact the Stow Conservation Commission at [conservation@stow-ma.gov](mailto:conservation@stow-ma.gov) or 978-897-8615.

The Town reserves the right to reject any and all proposals, or any portion of any proposal submitted in response to this request for proposals. Awards are made solely at the discretion of the Commission and the Commission reserves the right not to award a license if, in the Commission's sole discretion, no acceptable response has been received or if the Commission should decide to leave the parcel fallow for a period of time.

Stow Conservation Commission  
Town of Stow  
May 2016



Exclusive Use License Area in Yellow Above  
Shared Use Area in Blue Above



**Town of Stow Conservation Commission  
License Agreement  
Captain Sargent Conservation Area**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_, 2016, by and between the **TOWN OF STOW**, a municipal corporation with a usual place of business at Stow Town Building, Stow, Massachusetts, acting by and through its Conservation Commission (hereinafter referred to as "the **COMMISSION**") and \_\_\_\_\_, with a usual place of business at \_\_\_\_\_ (hereafter referred to as "the **LICENSEE**").

**1. PURPOSE AND INTENT**

This agreement is intended to be a license of certain conservation land owned by the Town of Stow, acting by and through the Conservation Commission, for agricultural use, as defined below, granting such rights and privileges to the Licensee and reserving such rights and privileges to the Conservation Commission, as are consistent with the General Laws and public use of said conservation land.

**2. LICENSED PREMISES**

The licensed premises consists of \_\_\_ acres of the "Captain Sargent Conservation Land", Stow, Massachusetts, as more particularly described in "Exhibit A" attached hereto and shown on a sketch of land attached hereto as "Exhibit B".

**3. TERMS OF AGREEMENT**

- (a) This agreement shall commence on the \_\_\_ day of \_\_\_, 2016, and shall be a five year agreement automatically extendable in one-year increments unless either party gives notice in writing at least ninety (90) days prior to each yearly anniversary date of the termination of the agreement.
- (b) At a date set in January of each year the license agreement is in effect, the licensee shall coordinate a meeting with the Conservation Commission, at which time the Commission and licensee shall discuss issues and opportunities at the property, concluding with a vote from the Conservation Commission on renewing the one year license term.
- (c) This agreement may be terminated at any time by the Commission for cause upon giving of thirty (30) days written notice to the Licensee. "Cause" for the purposes of this agreement shall mean (I) the breach of any of the terms and conditions of the agreement, (II) the violations of such reasonable rules and regulations as may be adopted by the Commission from time to time for the licensed premises and as are consistent with the agreement, or (III) violation of such laws, rules and regulations or legal decisions as may now exist or are

hereafter adopted and apply to the use of conservation lands in general.

#### 4. PERMITTED AGRICULTURAL USES

\_\_\_\_\_ acres of the licensed premises may be used by the Licensee solely for agricultural purposes, primarily the cultivation of \_\_\_\_\_, subject to such reasonable rules and regulations as may from time to time be adopted by the Commission during the term of this agreement for proper land and soil management practices, and to provide for public use and enjoyment of the conservation land.

1. No predators or other animals may be killed or trapped on conservation land (e.g. coyote, fox)
2. Public access will continue to be permitted on all perimeter trails. The Stow Conservation Commission will post signage informing the public about the agricultural use of the property and asking them to respect Licensee's equipment and animals.
3. Licensee's access shall be primarily via \_\_\_\_\_ Road. The \_\_\_\_\_ Road entrance and/or the open between the front and rear field may be gated to limit vehicular access so long as pedestrian access is maintained.
4. The Licensee will ensure that the open field is grazed or mowed annually to a height not to exceed average adult shin height.
5. The origin and management practices of composts or manures should be known prior to use to prevent unintended application of synthetic material.
6. A temporary water tank may be placed on the site.
7. No other permanent structures are permitted. The installation of permanent fences must be approved by the Commission.
8. The use of mobile storage sheds must be approved by the Commission in advance.
9. Any on site retail must be approved by the Commission in advance.
10. Prior to May 1<sup>st</sup>, a management plan shall be delivered to the Conservation Commission outlining seasonal practices and plans for management of the property consistent with the requirements stated herein, and including information on IPM strategies as can be reasonably anticipated.
11. Any use of pest or disease intervention not stated in the approved management plan shall be described in writing to the Conservation Commission and approved prior to use. The Conservation Commission will assign a designee of the Commission to expedite review of the intervention for a response not to exceed thirty days.
12. Mature trees greater than 6" in diameter shall not be cut without approval of the Commission.

#### 5. PAYMENT

(a) The Licensee shall pay to the Conservation Commission for the Conservation Fund of the Town, the sum of Fifty dollars (\$50.00) an acre, on the date of commencement of this agreement.

(b) It is understood and agreed that the annual payment is for all or any part of the year for which such payment is made, and that no refund is due upon termination for any reason.

(c) In the event that any real estate taxes may be assessed by the Town of Stow or any other taxes due from the use of said land by the Licensee, such taxes shall be the responsibility of and paid for by the Licensee.

## **6. WASTE**

The Licensee shall maintain the premises in good order, condition and repair, reasonable wear and tear only excepted, and shall not make, permit or suffer any member of the corporation, employees, agents, guests, or invitees to make any offensive use of the licensed premises by any such person. Except where expressly agreed upon in writing in the proposal, in this agreement or otherwise, the licensee shall take care to prevent removal, cutting or injury to trees and shrubbery on the licensed premises except for normal maintenance of field edges and drainage ditches.

## **7. STRUCTURES AND STORAGE**

No structure, signs, equipment or fixed improvement shall be installed, placed, erected or constructed in or upon the licensed premises, without the prior written approval of the Commission. Any farming materials or equipment stored on the site shall not be placed, or allowed to remain, in a manner that is unsightly or interferes with the public use and enjoyment of the Premises. No other non-agricultural storage is permitted.

## **8. PUBLIC ACCESS**

The Licensee shall permit the public to use the licensed premises for recreational purposes to the maximum extent possible and consistent with the land use plan, in accordance with any rules and regulations as may be adopted by the Commission as are consistent with the intended use; provided, however, that the Licensee, in accepting this condition, does not thereby waive any remedies it may have against any member of the public who shall damage its crops or property on land covered by this license. The Commission, its agents, and servants shall have access to the aforesaid premises on notice to the Licensee. Such access shall not damage existing crops or property.

## **9. INDEMNIFICATION**

The Licensee acknowledges that it is responsible as an independent contractor for all operations under this license, for all proceedings and claims arising out of the rights and privileges conferred by this Agreement, and for all the acts of its employees and agents hereunder. The Licensee will indemnify and hold harmless the Town of Stow, the Conservation Commission and its officers, boards, committees and employees from any and all losses, damages, costs, charges, expenses and claims which may be made against it or them or to which it, they or any of them

may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Licensee or any of its agents or employees in any way arising out of this license agreement, and will maintain sufficient insurance for this purpose as provided below.

## **10. INSURANCE**

Before executing this Agreement, the Licensee shall purchase and maintain at its expense for the duration of this Agreement a policy of insurance or a rider to an existing policy as shall cover the licensed premises, providing for public liability for itself, its employees, and the Town of Stow for injury to persons or property, including death resulting from operations of the Licensee, its employees and agents under this Agreement, in an amount sufficient and satisfactory to the Commission, which amount may be reviewed and revised from time to time prior to the anniversary date provided for in this license. The Licensee shall, before execution of this Agreement, provide the Commission with a certificate of such insurance in a form satisfactory to the Town with a surety company or companies authorized to do business in the Commonwealth of Massachusetts and approved by the Commission. Each such certificate shall state that the Town will be notified in writing of any such insurance coverage.

## **11. ESCROW**

The licensee shall provide an escrow to enable the Commission to remove \_\_\_\_\_ should the property be abandoned by licensee. The Commission shall notify the licensee at least 30 days prior to the expenditure of the escrow funds and allow the licensee the opportunity to remove the trees. Following the passage of the 30 days, the Commission shall have the right to expend the escrow and shall return any unexpended portion to the licensee. Licensee shall execute an escrow agreement and deposit the required escrow with the Town of Stow prior to the fourth renewal of this license or the fourth year of \_\_\_ planting, whichever comes first. [DEPENDS ON USE]

## **12. TERMINATION**

1. This agreement may be terminated in accordance with the provisions set forth herein. Such termination shall not prejudice or waive any rights or remedies, which the Town of Stow and/or the Conservation Commission may have against the Licensee because of any default or failure to observe and comply with the terms and conditions of this Agreement up to the date of such termination and through the harvesting of any crop then growing. In the event that this agreement is terminated for any reason, the Licensee shall have the right to cultivate, maintain and harvest the crop then growing or any other personal property on the licensed premises, the proceeds from which shall be its sole and exclusive remedy for such termination; provided, however, that the Licensee shall continue to act at all times in accordance with the terms of this agreement during such period. The Licensee agrees to yield up possession of the premises without further notice at the termination or expiration of this license, leaving the licensed premises in the condition

specified above; subject to the Licensee's right to cultivate, maintain and harvest any crop then growing and/or remove any other personal property.

2. If the Commission finds that any of the terms outlined in this license agreement have been violated or breached, the Commission shall notify the licensee in writing, describing the nature of the violation.
3. The licensee shall generally have sixty days from the date of notification by the Commission to repair, rectify or otherwise conform to the terms of the agreement, which may include meeting with the Conservation Commission, sharing in a site-walk, and/or consulting with relevant experts or agricultural service providers where more knowledge or data is needed to resolve a dispute or violation. In the event of a more serious violation, the Commission may set a shorter time for compliance in the written notice.

### **13. ASSIGNMENT**

The Licensee shall not assign or sublet the rights and privileges conferred upon it by this license, or any portion thereof, without the prior written consent of the Commission, nor shall any such rights or privileges be subject to attachment or otherwise subject to any legal or equitable process. In the event of any attempted attachment or imposition of lien, the Licensee shall immediately notify the Commission and proceed to have any such attachment or process removed by payment, bond or otherwise. The rights and privileges conferred by this agreement are intended to establish a personal interest in the leased premises only exclusively to the Licensee, and in no way are intended to create any real property interest therein.

### **14. NOTICE**

Any notice, demand or request required to be given hereunder shall be deemed sufficiently given or served on either of the parties when mailed, postage prepaid, certified or registered mail, return receipt requested, to the respective addresses first set forth above, or to such other address as shall be designated by either party in writing for that purpose in the same manner provided in this paragraph, or when hand-delivered to the party.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals, the Town of Stow acting by and through its Conservation Commission, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, on the date and year first above written.

**Licensor**  
**Town of Stow Conservation Commission**

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**Licensee**

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**"EXHIBIT A"**  
**Description of Licensed Premises**