



Wenham Conservation Commission

138 Main Street • PO Box 576 • Wenham, Massachusetts 01984

LEGAL NOTICE

FARMLAND FOR LEASE

The Conservation Commission of the Town of Wenham, Massachusetts, wishes to lease for five (5) years the following pieces of land on Larch Row; Assessor's Map 20, Lot 1 (24.88 acres), and Assessor's Map 20, Lot 11 (8.98 acres). Applicants should obtain copies of the Conservation Commission's Request for Proposals, Farmland Lease Agreement, and Farmland Rental Policy at Town Hall, 138 Main Street, Wenham, MA 01984 (978-468-5520 ext 8). Proposals in conformity with the requirements set out in the Request for Proposals are due in the Conservation Office by 12:00 p.m. March 24, 2014 and will be opened by the Commission during their meeting at 7:30 p.m. that evening.

EXHIBIT A

FARMLAND RENTAL POLICY of the WENHAM CONSERVATION COMMISSION

This Farmland Rental Policy was adopted by the Wenham Conservation Commission (the "Commission") in open session at its regular meeting held on October 13, 1998 and amended at its regular meetings held on March 22, 2004, November 24, 2008. And February 23, 2014.

I. General Statement of Policy

A. It is the policy of the Commission, acting on behalf of the Town of Wenham, that Town-owned conservation land which has traditionally been in agricultural, horticultural, or silvicultural use or in pastuage (collectively, "agricultural" use) shall continue in agricultural use, and shall be managed and farmed capably and responsibly.

B. By its policies, rules, and regulations, and lease terms applicable to the rental of Town-owned farmland, the Commission wishes to ensure that the following general policy goals are achieved:

1. Rental of Town-owned farmland should be affordable to the working farmer, whether for-profit or not-for-profit, at rates which will encourage responsible use of, and investment in, Town-owned lands. While farmland rentals are and will continue to be a revenue source for the Town, it is not the Commission's primary goal to maximize the short-term dollar return from farmland rentals, at the expense of the other policy goals expressed herein.
2. The Town-owned conservation land at Assessor's Map 20, Lots 1 and 11, was given to the Town with the provision that it "shall be used only for the purpose of protecting the natural resources and the watershed resources of the Town". It is the policy of the Commission that Town farmland should be farmed and cared for in accordance with responsible agricultural practices, and in conformity with this Policy and such other policies, rules, and regulations, and lease terms as the Commission may from time to time prescribe and which are consistent with protection of natural resources and water resources.
3. Where possible, consistent with other goals expressed herein, the Commission wishes to promote stability in the use and management of the Town's farmlands. Experience suggests that the farmer who is, in effect, a long-term partner in the management of a piece of Town farmland will care for it more responsibly than one who has only a short-term interest or investment in the health of that piece. Therefore, when choosing among rental proposals, the Commission considers favorably the fact that a proposed tenant is currently farming the land to be leased, provided that tenant's farming practices are otherwise in accordance with this and other applicable policies of the Commission.

EXHIBIT A

II. Rules of Governing the Use of the Town-owned Farmland

A. All tenants under Lease Agreements pertaining to agricultural land owned by the Town of Wenham shall be subject to this policy and to all other policies governing the use of such land.

B. Tenants are responsible for the proper nourishment and maintenance of the soils on any lands they lease. To that end, tenants shall:

1. Maintain proper pH for the crop(s) grown;
2. Obtain annual soil tests to determine fertilizer requirements for the crops planned, and use appropriate fertilizer only in accordance with the manufacturer's instructions or (in the case of organic fertilizers) with sound farming practices;
3. Plant cover crops, no later than October 15 (or within three (3) weeks of harvest) of each growing season for which the tenant leases farmland;
4. Use only those pesticides permitted by M.G.L., Chapter 132B, and only for the uses in the manner prescribed by the manufacturer.

C. Tenants shall use all economically and mechanically reasonable means to prevent erosion on leased lands, including but not limited to:

1. Plowing across the slope of the land;
2. Planting a winter cover crop and leaving crop residue from previous growing season as mulch, unless crop residue is infested with pests or diseases or other conditions which may significantly damage the following years' crop;
3. Maintaining earthen berms at the lower edge of slopes to slow and/or contain runoff
4. Planting and maintaining grass strips 10 to 15 feet wide at the lower edges of all field to serve as a plow turn-around area and as a vegetated filter which will reduce sediment and chemical runoff into adjacent areas. Fertilizer and pesticides shall not be directly applied within the grass strip;
5. Planting and maintaining grassed waterways to slow and filter runoff. Waterways shall be 20 to 25 feet wide along the streams/drainage swales which traverse the site and discharge into adjacent wetland resource areas. Any sediment which accumulates in these waterways shall be periodically removed to prevent flooding and maintain proper functioning of the waterway. Fertilizer and pesticides shall not be directly applied within the grassed waterways;

EXHIBIT A

6. Maintaining field edges to prevent encroachment of brush upon agricultural land.

D. Tenants shall keep land free from litter, including without limitation, containers and packaging for agricultural products, and free of farm equipment when not in use.

E. Tenants shall keep peripheral trails free of furrows, agricultural products, and wastes, and stones. Peripheral trails shall be maintained by the Commission and at their sole discretion unless otherwise agreed between the Commission and the tenant.

F. Tenant may remove stones from leased lands in accordance with sound agricultural practices and shall place them in stone dumps designated by the Commission.

G. The Commission may issue for compliance in a reasonable time directives to tenants of Town-owned farmland, not expressly set forth herein, where necessary in the Commission's judgment to promote the goals of this Policy.

H. Tenant shall become familiar with the location of the gas pipeline located on the property and take all necessary precautions to prevent any damage to the line. Tenant shall cooperate fully with Tennessee Gas Pipeline as required.

III. General

This Policy may be amended from time to time by the Commission acting in open session.

EXHIBIT B

WENHAM CONSERVATION COMMISSION
REQUEST FOR PROPOSALS

The Town of Wenham, by and through the Conservation Commission (the "Commission"), hereby requests proposals from persons wishing to lease for agricultural purposes any one or more of the following parcels of farmland, owned by the Town:

<u>Parcel</u>	<u>Acreage</u>	<u>Crop/Use</u>
Assessor's Map 20, Lot 1	24.88	row crops
Assessor's Map 20, Lot 11	<u>8.98</u>	row crops
Total:	33.86	

The Term of the leases shall be from April 1, 2014 through November 15, 2018
Date Date

Leases shall be on the Commission's standard form, (Exhibit C) and shall be subject to the Commission's Farmland Rental Policy (Exhibit A) and such amendments and such other policies, rules, and regulations as the Commission shall have promulgated by July 31 of the year preceding the year in which they become effective.

Applicants must submit, by letter, the following:

1. A proposal for usage of one or more of the available parcels. This proposal must identify the crop(s) to be grown and acreage in each crop, fertilizer and pesticide use, and any cover crops, crop rotations, etc., proposed;
2. A detailed description of present farming activities, including but not necessarily limited to acreage and location(s) farmed, crops raised, ownership, equipment used, number of seasonal and permanent employees, and a brief description of farming practices;
3. A statement that the applicant is willing, if awarded a lease, to execute a lease on the Commission's standard form (Exhibit C); to abide by the Commission's Farmland Rental Policy; and to abide by any and all other policies, rules, and regulations governing the use of Wenham farmland during the term of the lease;
4. The following signed certification:

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

_____ (Signature of person signing the proposal)

_____ (Name of Business),

and

EXHIBIT B

5. On a separate sheet the Applicant must agree to sign and date a disclosure statement in the following form:

Commissioner of Capital Assets Management
Division of Capital Assets Management
1 Ashburton Place
Boston, MA 02108

Re: Disclosure Statement Under MGL Chapter 7, section 40 j

Dear Sir or Madam:

This will certify that I, _____ have entered into a lease with the Town of Wenham for the lease of farmland located at Larch Row (Assessor's Map 2, Lot 1 and 11), and that the true names and addresses of all persons having a direct or indirect interest in the lease are as follows:

I further certify that, should there be a change of interest in the lease during its term, a supplemental disclosure statement setting forth such change will be filed with your office, with a copy to the Wenham Conservation Commission.

This statement is made under the pains and penalties of perjury

(Signature of Lessee, or, if a corporation,
a duly authorized officer)

If the applicant is the successful bidder, the applicant shall, at the time of executing the lease, date the disclosure statement, mail it to the Commissioner of Capital Planning and Operations, and mail a copy to the Wenham Conservation Commission.

The letter to the Commission shall be signed by the person submitting it and shall identify by name the person or entity, on whose behalf it is submitted. The letter should be directed to Chairman, Wenham Conservation Commission, Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and shall be submitted upon lease execution. Copies of the lease form, and applicable policies may be obtained at the Commission's office.

The Commission will review all timely proposals which conform to the above requirements, and will select the proposal which, in the Commission's judgment, is most likely to promote the policy goals of the Commission's Farmland Rental Policy.

Proposals will be evaluated on the basis of information supplied therein; the Commission's past experience, if any, with the person or entity making the proposal; and such other relevant information as the Commission is able to obtain and deems reliable.

EXHIBIT C

The Town is to be named as additional insured on all policies. Certificates of insurance shall be submitted to the Commission simultaneously with execution of the lease, and annually thereafter. The Commission must be notified of any cancellations of coverage at least one month prior to such cancellation. Failure to provide and maintain suitable insurance coverage as described herein shall constitute a cause for termination of this Agreement at the Commission's sole option.

7. a. Tenant agrees to abide by the Commission's Farmland Rental Policy, and all reasonable amendments thereto and such other applicable policies, rules, and regulations as the Commission may promulgate. Tenant's failure to abide by such policies, rules, and regulations shall constitute cause for termination of this Agreement at the Commission's sole option.

b. Without limitation, Tenant's attention is particularly directed to his/her obligations; to use pesticides in accordance with M. G.L., Chapter 132B, the Massachusetts Pesticide Control Act, and all regulations promulgated there under in the Code of Massachusetts Regulations; to use pesticides and fertilizers according to the manufacturer's instructions; to maintain soil pH; and to engage in regular soils testing.

8. This Agreement is cancelable at the option of the Tenant as of November 15 of any year during the lease term, upon notice actually received by the Commission by the preceding August 1.

9. This Agreement is non-delegable and non-assignable.

TENANT

By: _____
Signature

Date: _____

WENHAM CONSERVATION COMMISSION

By: _____
Signature

Date: _____

WENHAM BOARD OF SELECTMEN

By: _____
Signature

Date: _____