



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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OPEN SPACE STEWARDSHIP AND POLICES WORK GROUP

Tuesday, October 27, 2020

9:00 A.M.

SPECIAL MEETING AGENDA

Call to Order

1. Minutes from 9/15/20 Meeting
2. Natural Area Stewardship Policy
3. Model Agriculture RFP and Lease
4. Criteria for Acquisition of Open Space
5. Sustainable CT Grant for Pollinator Pathway Showcase Garden
6. 2021 Regular Meeting Schedule
7. Next Steps & 2020 Meeting Dates

Adjournment

**Open Space Stewardship and Policies Work Group
TOWN OF SIMSBURY, CONNECTICUT
SPECIAL MEETING MINUTES
Tuesday, September 15, 2020 at 9:00 A.M.
Zoom Meeting/Simsbury Community Television Live Stream**

PRESENT: Susan Masino, First Selectman Eric Wellman, Margery Winters

ALSO PRESENT: Orlando Casiano, Parks Superintendent, Culture, Parks and Recreation;
Mike Glidden, Planning Director; Tom Tyburski, Director of Culture, Parks and Recreation

CALL TO ORDER

The Special Meeting of the Open Space Stewardship and Policies Work Group was called to order at 9:03 A.M. via Zoom Meeting/Simsbury Community Television Live Stream.

1. Natural Stewardship Policy

Ms. Masino began the discussion by noting the goal of identifying properties to which the Policy should be applied. She identified the Darling property next to Farm Village Road and another property on the northeast corner of town, east of Curtis Park and off of Mountain Road, with a rough estimate of 50-100 acres. She noted these were the obvious pieces to begin with and others can be added.

Ms. Winters indicated the four management plans would be a good place to start.

Ms. Masino noted an additional piece, 22 acres on the Trap Rock Ridge behind the house on Sugar Loaf Cut. She then referenced the Ethel Walker property and the Wegner Meadow, adding that the donor intent for the Wegner Meadow was for that property to be kept as a meadow. It was agreed that meadows should be the exception and not included on this list as they fall into a different category of stewardship and management for the Town.

Mr. Glidden confirmed the previously referenced property is 36 acres off of Stafford Road, off of Route 185, with the state park surrounding it and two parcels owned by MDC on the ridge.

Ms. Winters clarified these are properties where only invasive removal would be appropriate, adding there are several pockets of these types of properties in town.

Ms. Masino commented that this identification is a living process and other properties can be added. They can then sort properties into buckets, such as natural area stewardship, mowing, shrub land, etc. She noted she has scanned the Town GIS maps in order to identify the obvious properties, like those near the ridge.

Ms. Winters noted a goal would be to use the GIS maps to find those properties that will never be managed because they are inaccessible.

Mr. Glidden added that all layers, including open space, wetlands and flood plain, can be viewed. He noted the 2016 Topography Flight may assist in identifying steep slopes.

Ms. Masino next brought up the land by the river and how that should be considered.

Ms. Winters noted that would have flood plain protection.

Ms. Masino noted the intention of protecting the river front corridor.

Ms. Winters advised that having a resource map would be helpful.

Mr. Tyburski added that the Open Space and Recreation Area map can be adjusted to include a natural stewardship category so that those properties are identified at that level going forward.

Referencing the forest section, Ms. Winters spoke about open space goals and asked if timber harvest is in those goals. She added that forest management plans should be included.

Mr. Tyburski noted those management plans were never adopted.

Ms. Winters advocated that their plans should state that they are not interested in timber harvesting.

Ms. Masino added that that can be written in the Open Space Master Plan.

Ms. Winters asked that it be stated that timber harvest is not a goal.

Ms. Masino noted that any properties where active management is not appropriate can be categorized under natural area stewardship.

Mr. Orlando agreed that identifying areas as natural would mean they are still being managed but no type of logging would be allowed.

Mr. Tyburski spoke about the programs that monitor illegal dumping from abutters and trail hazards.

There was agreement that adding properties to this list would eliminate the possibility of logging.

Ms. Masino brought up the topic of agricultural properties.

Ms. Winters inquired about lease policies.

Mr. Glidden indicated that the current leases are long-standing with the individual farmers. Further, he noted staff will be looking at these leases as they begin to expire. He noted they are informal compared to the examples he provided to the work group.

Ms. Winters asked about the length of the leases.

Mr. Glidden indicated they range from five to ten years and a few of them are rolling.

Ms. Winters asked how the farmers are chosen.

Mr. Glidden responded that there never was an RFP. Farmers simply contacted the Town, asking to lease a property. He noted there is no open process and a town engineer would make the decision.

Ms. Winters noted the POCD includes starting an agricultural committee or subcommittee and that is something into which this committee could look.

Mr. Glidden noted the Planning Commission is currently focused on affordable housing and agriculture has not come up as subject to be revisited in the POCD so far.

Ms. Winters remarked that agriculture is very overlooked in the POCD.

Mr. Glidden noted the input from residents during the POCD listening sessions was focused on residential development trends and the impact of development as it relates to the sense of place.

Ms. Winters noted plans need to be made to steer development away from farmland areas.

Ms. Masino added that agriculture was overlooked in the Parks and Open Space Master Plan and noted that the agricultural lease process needs to be as simple as possible in order to support farmers. There was discussion about best agricultural practices. It was clarified that the 15-point list of priorities for acquisition includes agriculture. Ms. Masino noted a strategic plan includes affirming that list, adding agricultural leases and best practices for maintaining grasslands, all building towards a repository of information. She noted Sustainable Connecticut is updating its action items and added that development of tools can be shared with them.

There was discussion about mowing schedules with regard to birds and pollinators.

It was agreed this information will be presented at the next Open Space meeting for feedback.

ADJOURNMENT

The meeting was adjourned at 9:41 A.M.

Respectfully Submitted,

Karen Haberin
Commission Clerk



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

TOWN OF SIMSBURY NATURAL AREA STEWARDSHIP POLICY *Adopted by the Board of Selectmen on XXXXXX, 2020*

1. Purpose

The Town of Simsbury (Town) has many areas of Open Space and is committed to providing a natural forest ecosystem through a Natural Area Stewardship program wherever deemed possible and logical. This policy will ensure that people see what they want and expect in a forested nature preserve. A Natural Area Stewardship Policy allows natural processes, rather than regular active management by people, to shape a forest.

2. Locations of Natural Area Stewardship in Simsbury

The Town has acres of Open Space including meadows, fields and forest among them. While Natural Area Stewardship is possible for all or parts of any forest, this Policy is intended to be for stewardship management of the Belden Forest, Onion Mountain, Stratton Brook and Ethel Walker Woods. The Board of Selectmen can review and edit these locations with advice from the Open Space Committee.

Comment [CME1]: Work group/Staff: Please add other locations as appropriate.

3. Effective Date

This policy shall be effective immediately and shall remain in effect until revised or rescinded.

4. Natural Area Stewardship Guidelines

A. Maintenance

- i. With Natural Area Stewardship nature is in charge of maintenance. For Natural Area Stewardship areas downed, broken and dead trees are also a part of the natural esthetic and should not be maintained or cleared by Town Staff unless adverse conditions such as progressive trail erosion, total blockage of trails, threats to public health, etc.

B. Border Management

- i. Town staff and volunteers should continue to monitor borders of Natural Area Stewardship properties to prevent encroachment, illegal dumping, illegal building, etc. Encroachment includes invasive species which can affect the long-term integrity of the forest.

C. Maintaining Ecological Integrity

- i. If invasive species are identified to be removed a local practitioner familiar with Natural Area Services should be consulted as best way to do so with as

little impact to the area as possible. Native trees shall not be treated as invasive species.

DRAFT

APPENDIX

MEMORANDUM

To: Open Space Committee
From: Susan Masino
Date: September 1, 2020
Re: Proposed Natural Stewardship Policy and Background Information

A Natural Forest Ecosystem: Best Practice for Natural Area Stewardship

This is an overview and a “best practice” primer on “Natural Area Stewardship” of a forest. Natural Area Stewardship is what most people want and expect in a forested nature preserve.

The goal of this document is to provide basic information and answers to frequently asked questions (FAQs) on Natural Area Stewardship – what it is, where it can be practiced, what are the benefits, how to monitor a property, and how to determine when and why to intervene.

A curated non-exhaustive list of open-access resources with supporting science, examples, protocols and more detailed plans and background information is provided below.

What is Natural Area Stewardship?

Natural Area Stewardship allows natural processes, rather than regular active management by people, to shape a forest. It is possible on a parcel of any size and any forest type. It is a largely hands-off approach, recognizing that forests evolved millions of years ago, and in the absence of humans. Forests are well-equipped to persist and endure without our help - even in the face of 21st century environmental change. A Natural Stewardship approach understands that ‘threats’ to forests (i.e., wind, insects, disease, fire, drought) are the very disturbances that often enhance their complexity, carbon sequestration, regeneration, and habitat diversity. It is practiced in what is often termed a “wildwood,” “wild forest,” or “wildland.”

Where Should Natural Area Stewardship be Practiced?

Natural Area Stewardship is *possible* for all or part of any forest that is not being managed actively for resources (such as wood), as part of an intervention-based research program, as a specific type of habitat, *unless* it is precluded legally by deed or easement restrictions. In general, Natural Area Stewardship does not prevent interventions as needed for public safety reasons.

Natural Area Stewardship is similar to the stewardship of National Parks in the United States. It may be *required* if a forest is protected by a “Forever Wild” or similar conservation easement; is designated as “wild,” “natural” or “intact;” or fulfills a landowner’s or donor’s intent.

Currently less than 5% of Southern New England is under Natural Area Stewardship, and only a small fraction (~1%) is legally protected as such. Meanwhile, the crises in biodiversity and species extinction are accelerating, and scientific consensus is that at least 30% of Earth’s land and water need strong protection (“*Protect the Best, Restore the Rest*”). This is an urgent gap in public policy.

What Are the Benefits of Natural Area Stewardship?

1. Maximize cumulative carbon storage above and below ground.
2. Maximize ecological and structural complexity over time.
3. Maximize purification of local air and water.
4. Protect molecular and genetic diversity, and the full spectrum of native biodiversity.
5. Generally minimize invasive plants and therefore their progression or remediation.
6. At broad scales, reduce the rate of species’ extinction.
7. Connect people to nature with an opportunity to escape and experience a sense of awe.
8. Enable people to attach to a place that can be shared within and across generations.
9. Provide needed “control” areas and baselines to compare with managed areas.
10. Save time and money: no regular maintenance is required.

What Are Some Examples of Natural Area Stewardship?

Examples of areas in the United States under Natural Area Stewardship include National Parks, the Adirondack Forest Preserve, forests in the Old Growth Forest Network, some nature preserves, and USDA forest service wilderness areas. See links below for more information.

Globally, the International Union for the Conservation of Nature (IUCN) Protected Areas are dedicated to “*long term conservation of nature with its associated ecological services and cultural values.*” Most categories either *require* or *do not preclude* Natural Area Stewardship.

What is Public Opinion on Natural Area Stewardship?

Protecting public land has high bipartisan support (>80% nationally, higher in New England). Protection of public land as *nature preserves* in Southern New England was supported by 90% of respondents in a survey hosted by the Program for Public Values. Protecting old-growth forest was supported by 99% of respondents. Support did not differ among Southern New England states. Each response was validated and anonymous, and respondents matched the median income for the region. The public assumes 20% is under Natural Area Stewardship and want more protected as such (40%). The current area protected is less than 1%.

Summary: A major priority is **protecting more natural areas** and **connecting them**.

Establishing a network of suitable areas for Natural Area Stewardship is urgent: the vast majority of our landscape is developed, managed routinely, and/or has no long-term protection. Natural Area Stewardship is practiced purposefully on less than 4% of New England, yet international scientific consensus recommends protecting at least 30% (or even 50% - "Nature Needs Half"). We to protect need high quality, connected habitat, and fund evidence-based restoration where possible. Connected, intact habitat is the backbone of a healthy landscape and is the foundation for additional areas for research and responsible resource production.

Natural Area Stewardship: Best Practice Guidelines

No routine maintenance is required - nature is in charge. Natural areas are "managed with restraint" and are "intended to be self-willed lands, both philosophically and practically." This is true under both stable conditions and in the aftermath of major disturbances such as tropical storms, tornadoes, insect and pathogen outbreaks, and fire (www.wilderness.net). Downed, broken, and dead trees are all part of a natural forest and should not be cause for concern or result in a shift in management philosophy towards one of intervention.

If adverse conditions develop (progressive trail erosion, threats to public health, etc.) they should be addressed based on a precautionary principle and aligned with interdisciplinary science. For additional guidance, see National Park Service, Adirondack Park, or Wilderness Area guidelines and additional regional stewardship resources linked below. Principles include:

Let nature take its course. Leave dead trees and downed logs in place after a storm where possible, except where they block important trails. Trees may be removed from the trail but left in the forest. Allow insect and pathogen outbreaks to proceed as part of a natural processes. Natural forests thrive on and recover from natural disturbances.

Monitor major trails. If trails are present, regular monitoring (at least annually) can prevent progressive damage, remove hazards, address erosion, etc. Passive recreation is allowed.

Monitor ecological integrity, borders. Monitor borders to prevent encroachment, dumping, building, etc. Note that edges and trails are areas where invasives (especially invasive plants) can gain a foothold. If unchecked, some invasives can affect the regeneration or long-term integrity of the forest or increase the presence of disease vectors like ticks. How, when and if an invasive is removed or addressed should align with the precautionary principle and is a dynamic field of research. It should be considered in consultation with a local practitioner (i.e. forest ecologist, forester, forest scientist, field botanist, land steward, etc.) familiar with Natural Area Stewardship. Native trees, such as American beech, should not be treated as invasives.

Regular photopoints and data collection are scientifically valuable. This is optional, but it is important to emphasize that there is little long-term data on natural forests. Forests shaped primarily by natural processes rather than by management by people serve as valuable baselines and reference areas (scientific "controls"). Established monitoring plots and periodic measurements of the trees and other vegetation can

quantify changes over time and provide a valuable reference area for other properties that are being actively managed for different values. It is important to collect more data going forward, but right now forests managed for many decades with Natural Area Stewardship (National Parks, Adirondacks) generally have more diversity, more carbon, and fewer invasive plants than managed areas.

Additional Resources on Natural Area Stewardship

US Forest Service Research Natural Areas

https://www.nrs.fs.fed.us/rna/local-resources/downloads/rna_fs_503.pdf

National Park Service Stewardship and Science

Directorate: <https://www.nps.gov/orgs/1778/whatwedo.htm>

Wildlands and Woodlands Stewardship Science

Manual <https://highstead.net/ecostudies/Stewardship-Science.shtml>

Northeast Wilderness Trust - dedicated to Natural Area Stewardship and Wild Carbon ("Wilderness Partnership") <http://northeastwildernesstrust.org/wilderness-conservation/wp/>

Adirondacks: <https://wildadirondacks.org>

Eastern Wildways Network: <https://wildlandsnetwork.org/wildways/eastern/>

Old-Growth Forest Network: <https://www.oldgrowthforest.net/>

International Union of Conservation of Nature: www.iucn.org

Global Standard for Nature-based Solutions

<https://portals.iucn.org/library/sites/library/files/documents/2020-020-En.pdf>

Priority to Protect, then Restore

<https://www.iucn.org/crossroads-blog/202003/primary-forests-a-priority-nature-based-solution>



Jennifer Kaufman, AICP
Environmental Planner

10 South Eagleville Road
Storrs/Mansfield, Connecticut 06268
(860) 429-3015x 6204
KaufmanJS@MansfieldCT.org
www.MansfieldCT.gov

Town of Mansfield, CT
Request for Proposals (RFP)
Agricultural Services –Southworth Preserve

The Town of Mansfield seeks proposals from qualified agricultural producers for the licensing, for agricultural purposes, of a portion of town-owned land know as Southworth Preserve Field, beginning on April 1, 2018. Payment for the use of the land is responsible stewardship of the agricultural land. The area to be licensed includes a 6-acre (+/-) field accessed from the east side of Dodd Road. The land has been in hay for several years and has fairly level topography. A map of the property is attached. Southworth Preserve was recently acquired by the Town. Successful applicants will propose an agricultural use consistent with one of the three options recommended by USDA NRCS. These recommendations are outlined in the attached letter dated 12/4/2017.

Pursuant to a deed restriction on the property, there can be no disturbance in excess of 12 inches below the surface of the land, without prior approval from the State Historic Preservation Office (SHPO). The town is in the process of developing a multiuse trail in the wooded sections of Southworth Preserve and on adjacent land leased to CT DEEP as part of Mansfield Hollow State Park. Applicants are encouraged to review the Southworth Preserve Natural Area Management Plan at www.mansfieldct.gov/southworthpreserve.

Applicants shall be regularly established in farming and agricultural business and must demonstrate the ability to perform the required service in an acceptable, reliable manner over the life of the license. Preference will be given to applicants with a strong stewardship plan. The selected producer must demonstrate the ability to comply with Mansfield's Agricultural Land Use Agreement Policy (attached) and all applicable federal, state and local laws, rules and regulations. In addition, the selected producer will be required to work with USDA NRCS to develop a conservation plan for the property. The Town will award a contract, which, in the Town's opinion, serves the best interests of the Town.

The Town will execute a 6-year license agreement. After 6 years, the Town will publish another Request for Proposals to allow other farmers the opportunity to submit proposals. This does not preclude the original licensee from submitting and being awarded use of the property for another license term. Alternative license agreements may be negotiated.

An application (attached) and proposal must be submitted **no later than January 31, 2018**. Proposals received after this date will not be considered. Electronic submissions are preferred. A final selection will be made and all applicants will be so notified by March 15, 2018. The Town reserves the right to reject any or all proposals in whole or in part or to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.

Please submit proposals to: **Jennifer Kaufman, Environmental Planner** at KaufmanJS@MansfieldCT.org.



**Town of Mansfield
License Application
Mansfield Agricultural Property**

Applicant Information

Name _____

Farm Name _____

Address _____

Phone _____

Email _____

Type of agricultural operation experience:

Dairy (specify years in business)

Crops (specify types and years in business)

Animals (specify types and years in business)

Other (specify types and years in business)

Describe capacity and experience to manage a licensed agricultural property

Describe past experience and improvements made if you have leased/licensed Town properties

Proposal

Name of property you are applying to lease/license

Intended use of the property, including planned crops or other uses

How does this fit your business plan?

What is your stewardship plan for the property?

How would your use of the property benefit the citizens of Mansfield?

Applicant Signature_____Date_____



12/4/2017

Jennifer Kaufman, AICP
Environmental Planner
Inland Wetlands Agent
Town of Mansfield
4 South Eagleville Rd
Storrs-Mansfield, CT 06268

Dear Jennifer,

On November 21, 2017 you and I met at the Southworth Preserve off of Dodd Road. We discussed the town's interests for the property and the various ways the open field could be used both for agriculture and for wildlife.

The Southworth Preserve is a unique piece of property consisting of various land types; forest, wetlands, and open field. All three of these land types offer local wildlife with a variety of cover, space, food, and water. It also provides an area for agriculture production.

The forested portion of the preserve borders the Mansfield Hollow Wildlife Area, expanding protected range for wildlife. The open field, approximately 6 acre, is currently in hay production providing forage for a local dairy farm. School Brook flows through a wetland located on the eastern side of the field. The brook makes its way into the Fenton River which flows into the Mansfield Hollow Lake. Chapins Pond, a leatherleaf bog, is on the western side of the hayfield.

Bogs are sensitive areas in that they are nutrient limited with low pH. The hayfield, if not managed in an environmentally sound way, could negatively affect the bog. Any excess nutrients applied in the hay field can leach into ground water and lime drifting into the bog can both change the bog chemically, and biologically over time. However, this does not mean agriculture cannot exist near bogs or other wetlands. The field should be managed to reduce any potential for soil erosion, excess nutrients, and drift from lime and pesticide applications.

The following is a list of suggestions on how to manage the open field to sustain the quality of the soil and water in and around the area and to promote diverse habitats for wildlife.

1) 6 acres in hay production with nutrient application buffers.

The current hayfield consists of several grass species with low populations of clover and weeds. The most prominent weed observed is bedstraw which is spreading throughout the field. Moss is growing in the field, mainly along the edges and in the shaded areas. The invasive plant autumn olive, surrounds the hayfield along with scattered winged euonymus, oriental bittersweet, and Japanese barberry.

To optimize the hay yields the producer should take soil samples and send off to a certified soils lab for nutrient and pH testing. Additional forage species could be no-till drilled into the existing

stand. If the field is to be plowed up to establish a new stand of forage, leave a 35 foot buffer from the top of the hill slope to reduce soil eroding into the wetlands below.

Manure should be tested for its nutrient content before spreading it on the field. Nutrients, either manufactured or as manure, that are applied as fertilizer and soil amendments shall have a setback of 35 feet from the top of the hillslope. The nutrient application timing and amounts should follow soil test recommendations to limit the potential for nutrient runoff and leaching. When applying powdered lime to the field it should occur when leaves are on the trees to capture the majority of the drift.

The use of herbicides to treat weeds and invasive plants should be done as spot treatments to minimize any negative effects to surrounding areas.

2) Reduce the hayfield down to approximately 5 acres in the back portion. The front 1 acre allowed to regenerate naturally to grassland.

Reduce the hayfield down to 5 acres and allow the front 1 acre to naturally regenerate to grassland. A strip of land should be left to allow farm equipment access to the hayfield.

An area left to naturally regenerate could enhance the habitats for wildlife in the area. It can provide cover and food for birds and other species such as deer and small mammals. This area may not be large enough to provide suitable nesting habitat for many grassland birds. Most grassland bird species need a minimum of 10 acres of open space for their nesting grounds. However, this area will still be used by various bird species for forage and cover.

To maintain a grassland environment the area should be mowed once every 1-2 years to prevent the site reverting to forest. Mow the whole area once a year or mow ½ of the field in one year and the other 1/2 the next year. Mow at a minimum height of 3-4 inches from the ground and to protect nesting birds do not mow between May 15 and August 15. Invasive plants on the property can spread into the grassland area. Mowing the site will help keep the invasive plant population down but may not eliminate them.

Follow the same strategies as in Option 1 with the hay field. While the hay is growing, birds and other wildlife will not distinguish the separate land uses. To give wildlife a chance to leave the field and not perish from the mower, start cutting the hay from the inside and work way out to the outside edges. To help people distinguish between the hay field and grassland, install a fence or other markers to dictate the boundary. If not, then the hay producer could accidentally mow more than should.

3) 5 acres in vegetable and/or berry production in back portion of field. 1 acre of grassland or pollinator habitat in the front.

Vegetable and/or berry production is another option for the Southworth Preserve hayfield. The site does offer more obstacles to overcome with annual crop production over hay production. The mapped soil unit, Merrimac fine sandy loam, is a somewhat excessively drained soil. Therefore the available water storage is low. Irrigation water most likely will be needed, either

through a newly drilled water well on site or by trucking it in. There is no electricity or structures on site. Vegetable production on this site, as is, may require more creativity and work than what most producers can do.

The majority of vegetable fields in northern Connecticut are plowed and harrowed to get a smooth surface. Any tillage within this field should have a minimum field setback of at least 35 feet from the field edges. This will reduce the potential for soil erosion and nutrient runoff into the surrounding wetlands. All cropped areas should have a cover crop growing in them when not in use. As with Option 1, soil and manure samples should be taken before applying nutrients.

There was evidence of deer accessing the hay field. Deer pressure may be an issue with the production of vegetable and berry crops. Producer may want to install a fence around the field to keep wildlife and any human trespassers out.

Maintain the grassland area as is Option 2. Including pollinator plants will attract and provide habitats for the species that could benefit the crop production.

The Natural Resources Conservation Service can provide technical and financial assistance to the agriculture producer in assisting with conservation activities on the Southworth Preserve. You may contact me for more information about our programs and how to protect this unique site.

Sincerely,



Nikki Bak
USDA-NRCS
Soil Conservationist

Attachment C

Agricultural Land Usage Agreement Policy

The Town of Mansfield owns seven properties with prime agricultural soils. The Town of Mansfield is committed to keeping this land in agricultural production and therefore leases these properties to local farmers. In order to ensure the preservation of Town agriculture land and to promote good stewardship, the Mansfield Agriculture Committee recommends the following policy to be adhered to by its lessees. The Town understands that in some cases these policies may need to be modified. Modifications must be submitted in writing and must be approved by the Agriculture Committee.

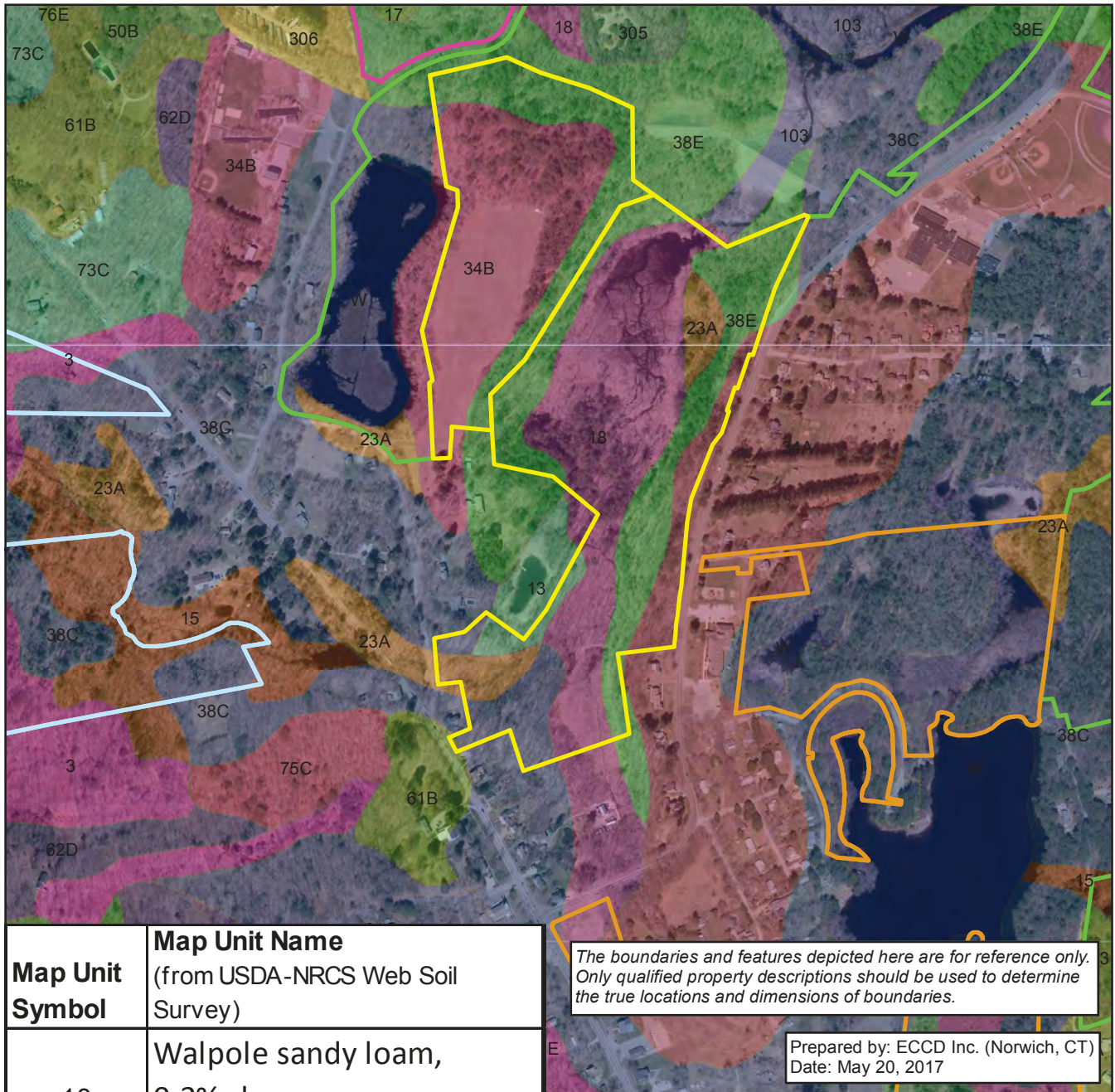
- Cropland Soil Testing
 - Soil tests are to be performed once per year, at the same time of year (fall testing recommended). The soil test is to include Calcium, Magnesium, Phosphorous, and Potassium, as well as percent organic matter. In addition, recommendations from the testing lab for the aforementioned elements are to be obtained. Testing for and addressing deficiencies in additional elements is encouraged. The Lessee may choose the lab they prefer. The University of CT Nutrient Analysis Laboratory is an option.
- Fertilizer / Compost / Manure Types – Specify Allowed / Disallowed and/or standard to be followed
 - Fertilizer applications are to be applied per soil test lab recommendations; modifications to the lab recommendations are allowed with a written explanation.
 - Any application by the Lessee or their agent of sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.
- Pesticides
 - All Material Safety Data Sheets (MSDS) sheets for scheduled applications of pesticides are to be provided to the Agriculture Committee prior to application for review when submitting yearly reporting forms. For non-scheduled applications of pesticides, all MSDS sheets are to be provided to the Agriculture Committee with the yearly reporting form.
 - All pesticides must be applied according to the manufacturer's recommendations and/or according to cooperative extension recommendations.
 - The use of Atrazine or its agent is expressly prohibited on the subject property, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.
- Subleasing
 - Subleasing is not allowed without written consent from the Town of Mansfield and consultation with the Agriculture Committee.
- Cover Crops
 - Cover crops are required unless there is inadequate time to establish a cover crop post harvest. If no cover crop is applied, Lessee is to provide an explanation. For Leasees that would like assistance choosing cover crops, the Lessee is encouraged to contact the Agriculture Committee.
- Baled Hay and Plastic
 - The Lessee is required to remove baled hay, plastic, and any other residual farming supplies from the subject property at the end of each growing season and no later than December 15th each year.
- Storage of Manure

Attachment C

- The Lessee will refrain from long-term storage of manure on the site.
- Stone Piles
 - Stones removed from any field and piled around the perimeter are not to exceed 3 feet in height, without written consent of the Agriculture Committee.
- Invasive Plants
 - The Lessee is not to use any plants that are listed as invasive per the Connecticut Department of Environmental Protection.
- Removal of Trees and Shrubs
 - While the trimming of brush and overhanging branches is allowed along the edge of a field, the Lessee is not to remove any trees or shrubs without written consent of the Agriculture Committee.
- Removal of Stonewalls
 - The Lessee is not to remove any stonewalls from the property.
- Fencing
 - The Lessee is not to install or remove any fencing without written consent of the Agriculture Committee.
- Watercourses
 - The Lessee is not to cultivate within 25ft of a water body or watercourse.
- Inspection and Disturbances
 - The Licensor retains the right to enter the property to ensure the aforementioned requirements are being met and to enter and disturb property.
- Non-agricultural Uses
 - Only agricultural uses as defined in Connecticut General Statutes 1-1 (q) are allowed.
- Animals
 - The keeping of animals on the property is allowed with written consent of the Agriculture Committee.
- Agricultural Viability
 - The Lessee is to follow farming practices that maintain the land in good agricultural standing. Examples of this include the usage of cover crops and returning organic matter to the soil and maintaining grass cover on pasture.
- Contract Breach
 - Breach of contract will result in the termination of the Lease, immediately authorizing the Lessor to re-enter and repossess said property without legal process.
- Insurance
 - THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises;
 - Heirs have right to harvest upon death of Lessee for the remainder of the current growing season, after which the lease will be terminated.
- The Agriculture Committee encourages lessees to seek out alternatives to genetically modified crops

Soils Map

Southworth Preserve (Mansfield, CT)



0 250 500 1,000 Feet



Legend

 Southworth Preserve (Town)

Adjacent Open Space

 Mansfield Hollow State Park (US Army Corps)

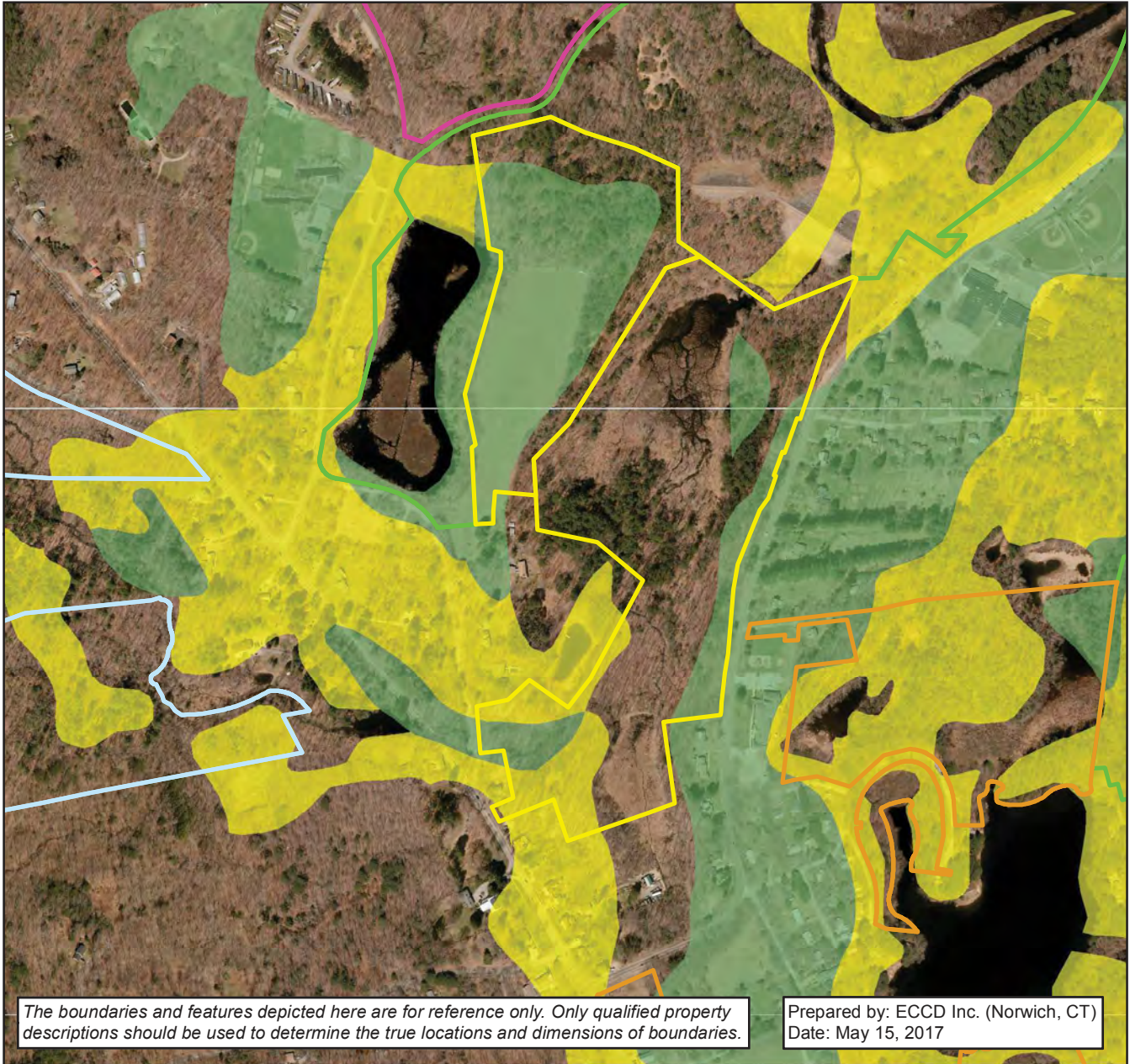
 Mansfield Hollow State Park (CT DEEP, US ACOE)

 Schoolhouse Brook Park (Town)

 Properties protected by Joshua's Trust

Farmland Soils Map

Southworth Preserve (Mansfield, CT)



0 250 500 1,000 Feet

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops.

Legend

Southworth Preserve (Town)

Adjacent Open Space

Mansfield Hollow State Park (US Army Corps)

Mansfield Hollow State Park (CT DEEP, US ACOE)

Schoolhouse Brook Park (Town)

Properties protected by Joshua's Trust

Prime Farmland Soils

Statewide Important Farmland Soils

2018 Agricultural License- Southworth Preserve

Made this day of 2018, between the Town of Mansfield, acting herein by John Carrington, its Interim Town Manager, a municipal corporation located in the County of Tolland and State of Connecticut, hereinafter referred to as "Licensor," and Thomas Wells, of 513 Wormwood Hill Road, Mansfield Center, CT 06250, hereinafter referred to as "Licensee".

WITNESSETH

That the said Licensor, for and in consideration of the covenants hereinafter set forth and to be kept and fulfilled by said Licensee, has let and by these presents does grant, demise and let unto said Licensee for an initial twelve (12) month term or one (1) planting season commencing on May 20, 2018, the field situated on the east side of Dodd Lane in the Town of Mansfield as indicated on the attached map entitled "Southworth Preserve Field – Attachment A" (Assessor's Parcel ID 29.115.14-2) and described in a Quit-Claim Deed from the State of Connecticut, Department of Transportation to the Town of Mansfield, dated May 4, 2016 and recorded in Volume 779, Pages 426-427. If at the end of the term, it is determined by the Licensor that said Licensee is not in material default of any of the covenants herein, Licensee will be given the opportunity to renew the license for an additional twelve (12) month term, subject to the right of the Licensor to modify some terms of the License, as set forth below.

AND IT IS FURTHER AGREED that if Licensee is found to be in material default of any of the covenants herein contained, Licensor shall cause written notice of said default to be sent, by Certified Mail, to Licensee. In the event Licensee fails to cure said material default to the satisfaction of the Licensor within thirty (30) days after mailing of said notice, then it shall be lawful for Licensor, without further notice to re-enter and take possession of said licensed premises, and such re-entry and taking possession shall end and terminate this license.

AND THE SAID LICENSEE does hereby further agree to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Mansfield within which the premises hereby licensed are situated, relating to health, nuisance, fire, highways, and sidewalks, so far as the premises hereby licensed are, or may be, concerned, and to save the Licensor harmless from all fines, penalties, and costs for violation of, or non-compliance with the same.

THE LICENSEE will maintain a no-till hay field in good agricultural condition. At minimum, the field shall be mowed once per year. There shall be no disturbances to the ground in excess of 12 inches and the Licensee agrees to comply with all restrictions outlined in the Quit-Claim Deed from the State of Connecticut, Department of Transportation to the Town of Mansfield, dated May 4, 2016 and recorded in Volume 779, Pages 426-427 (Attachment B). The LICENSEE agrees to manage the field in strict accordance with a USDA NRCS Conservation Plan. If additional forage species are to be introduced, they shall be no-till drilled into the existing field. The LICENSEE agrees to take soil samples in accordance with the Comprehensive Assessment of Soil Health Soil Sample Protocol Field Sheet (Attachment C). If manure is applied, it shall be analyzed by a certified laboratory to ensure that the nutrient content is compatible with the soil needs based on results of a soil sample. All nutrients, either manufactured or manure, that are applied as fertilizer and soil amendments shall have a setback of at least 35 feet from the top of the hill slope to limit the potential for nutrient runoff and leaching. Powered lime shall only be applied to the field when leaves are on the trees to capture the majority of the drift. The use of herbicide is prohibited except for spot treatments to manage invasive and nuisance species. In addition the Licensee will follow the policies set forth in Attachment D.

THE LICENSEE will submit by November 30 of each year a reporting form provided by the Licensors to:

Mansfield Environmental Planner
Parks and Recreation Department
10 South Eagleville Rd.
Storrs, CT 06268
860-429-3015x6204
860-429-9773 (FAX)

At the end of the one (1) year period beginning with the effective date of this license, the Licensors may review the terms and conditions of the license to determine whether any changes will be made in the license at the discretion of the Licensors. The Licensee may terminate the license at any time upon at least thirty (30) days written notification to the Licensors.

AND AT THE TERMINATION of this license, if the Licensee is to vacate the premises per this license, the Licensee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said Licensors shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same. At any time subsequent to the date on which the Licensee provides notice that they intend to terminate the License pursuant to the immediately preceding paragraph, said Licensors shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same.

The interests of the LICENSEE in this License are not transferable by them or their agents or fiduciaries to any entity or person in any way without the approval of the LICENSOR in its sole and absolute discretion. If the License is terminated for any reason before it is scheduled to expire at the end of its term, the LICENSEE or their successors or heirs will be entitled to reap the harvest resulting from the work of the LICENSEE during the planting year of said termination.

THE LICENSEE will maintain Worker's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Licensee will provide liability insurance with limits of not less than \$1,000,000, naming the Licensors as an additional insured, insuring against loss or injury caused by the Licensee's activity on the demised premises; and

The LICENSEE agrees to comply with Mansfield's Agricultural Land Usage Agreement Policy adopted by the Town Council on January 14, 2013 (Attachment C); and

THE LICENSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Licensee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

A Material Safety Data Sheet must be provided forthwith by the Licensee to the Licensors for any product or material applied to the subject property by the Licensors or his agent.

Any application by the Licensee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the

termination of this License Agreement, immediately authorizing the Licensor to re-enter and repossess said property without legal process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

TOWN OF MANSFIELD

John Carrington, Town Manager

Thomas Wells, Licensee

Agricultural Lease- Bone Mill Field

Made the 3rd day of February 2014, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager, a municipal corporation located in the County of Tolland, State of Connecticut, hereinafter referred to as "Lessor," and Willard J. Stearns and Sons, Inc. of 50 Stearns Road, Mansfield-Storrs, CT 06268, hereinafter referred to as "Lessee," acting by its Court appointed receiver, Carlton Helming of Helming & Company, P.C.

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter reserved and contained, and to be kept and fulfilled on the part of said Lessee, has let and by these presents does grant, demise and farm let unto said Lessee for an initial sixty (60) month term or five (5) planting seasons commencing January 1, 2014, the 2.89-acre field situated on the east side of Bone Mill Road in the Town of Mansfield as indicated on the attached map entitled "Bone Mill Field - Attachment A" and described in a Warranty Deed from KMC, LLC. to the Town of Mansfield, dated March 19, 2003 and recorded in Volume 561, Page 336. If at the end of the term, it is determined by the Lessor that said Lessee is not in material default of any of the covenants herein, Lessee will be given the opportunity to renew the lease for one (1) additional sixty (60) month term, subject to the right of the Lessor to modify some terms of the Lease, as set forth below.

AND IT IS FURTHER AGREED that if Lessee is found to be in material default of any of the covenants herein contained, Lessor shall cause written notice of said default to be sent, by Certified Mail, to Lessee. In the event Lessee fails to cure said material default to the satisfaction of the Lessor within thirty (30) days after mailing of said notice, then it shall be lawful for Lessor, without further notice to re-enter and take possession of said leased premises, and such re-entry and taking possession shall end and terminate this lease.

AND THE SAID LESSEE does hereby further agree to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Mansfield within which the premises hereby leased are situated, relating to health, nuisance, fire, highways, and sidewalks, so far as the premises hereby leased are, or may be, concerned, and to save the Lessor harmless from all fines, penalties, and costs for violation of, or non-compliance with the same.

THE LESSEE will maintain the cropland and pasture in good agricultural condition and will mow the field at least once a year. In addition the Lessee will follow the policies set forth in Attachment B

THE LESSEE will submit by November 30 of each year a form enclosed in Attachment B to:

Mansfield Natural Resources and Sustainability Coordinator
Parks and Recreation
10 South Eagleville Rd.
Storrs, CT 06268
860-429-3015x204
860-429-9773 (FAX)

Any restricted use pesticide must be applied in accordance with state law. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

At the end of the five (5) year period beginning with the effective date of this lease, the Lessor may review the
Town of Mansfield Agricultural Lease-Bonemill Field

terms and conditions of the lease to determine whether any changes will be made in the lease at the discretion of the Lessor. The Lessee may terminate the lease at any time upon at least thirty (30) days written notification to the Lessor.

AND AT THE TERMINATION of this lease, if the Lessee is to vacate the premises per this lease, the Lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same. At any time subsequent to the date on which the Lessee provides notice that they intend to terminate the Lease pursuant to the immediately preceding paragraph, said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same:

The interests of the LESSEE in this Lease are not transferable by them or their agents or fiduciaries to any entity or person in any way without the approval of the LESSOR in its sole and absolute discretion. If the Lease is terminated for any reason before it is scheduled to expire at the end of the five year term, the LESSEE or their successors or heirs will be entitled to reap the harvest resulting from the work of the LESSEE during the planting year of said termination.

THE LESSEE will maintain Worker's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and

The LESSEE agrees to comply with Mansfield's Agricultural Land Usage Agreement Policy adopted by the Town Council on January 14, 2013 (Attachment C); and

THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and

Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this Lease Agreement, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

Sau-Anh Boungpe

Sau-Anh Boungpe

TOWN OF MANSFIELD

Matthew W. Hart
Matthew W. Hart, Town Manager

Carlton Helming
Carlton Helming, Receiver, for
Willard J. Stearns and Sons, Inc., Lessee

Town of Mansfield, CT - Bonemill Agricultural Field



Zoning

☐ Conservation Easement

☐ Railroad

☐ Trails

☐ Parcels

☐ Streams

☐ water

☐ wetlands



1 in = 271.45 ft

Printed:
1/22/2013



Attachment A

MainStreetGIS, LLC - www.mainstreetgis.com / info@mainstreetgis.com
Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment B

THE LESSEE will submit a form enclosed in Attachment B to the Mansfield Town Manager, by November 30 of each year, a plan for that year's crop which includes a copy of a soil test and a schedule of proposed fertilizer, herbicide and pesticide applications. Any restricted use pesticide must be applied by a licensed applicator. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

Report form for agricultural leases on Town land

RETURN BY November 30, of the Lease year

****Soil test must be performed at the same time each year (fall is recommended. Results must be attached to this form****

To

Jennifer Kaufman
Parks Coordinator
10 South Eagleville Road
Mansfield, CT 06268
860-429-3015x204
860-429-9773

Email: Kaufmanjs@MansfieldCT.org

Name of Town property _____

Person submitting this report _____

Date report was completed _____

Past growing season's report: Year _____

1. CROP Hay Silage corn Other (Explain)

2. Did you apply manure? Yes No

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Did you apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
Other	

4. Did you apply pesticides (herbicides, insecticides, fungicides)? Yes No

If yes, please indicate the following:

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

5. Were all materials applied in accordance with CT State Law? _____

6. Which winter cover crop did you plant? _____

If none, why not?

7. If appropriate, list the types of tillage (such as mold board plowing, deep zone tillage, disc harrow, etc) used.

8. List any improvements or conservation practices you have implemented.

9. Are there any issues with which the Town can assist?

I _____ certify that all information submitted is correct.

Date _____

Next growing season's plan year _____

1. CROP Hay Silage corn Other (Explain)

2. Do you plan to apply manure?

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Do you plan to apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
Other	

4. Do you plan to apply pesticides (herbicides, insecticides, fungicides)?

Yes No

If yes, please indicate the following:

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

Attachment C

Agricultural Land Usage Agreement Policy

The Town of Mansfield owns seven properties with prime agricultural soils. The Town of Mansfield is committed to keeping this land in agricultural production and therefore leases these properties to local farmers. In order to ensure the preservation of Town agriculture land and to promote good stewardship, the Mansfield Agriculture Committee recommends the following policy to be adhered to by its lessees. The Town understands that in some cases these policies may need to be modified. Modifications must be submitted in writing and must be approved by the Agriculture Committee.

- **Cropland Soil Testing**
 - Soil tests are to be performed once per year, at the same time of year (fall testing recommended). The soil test is to include Calcium, Magnesium, Phosphorous, and Potassium, as well as percent organic matter. In addition, recommendations from the testing lab for the aforementioned elements are to be obtained. Testing for and addressing deficiencies in additional elements is encouraged. The Lessee may choose the lab they prefer. The University of CT Nutrient Analysis Laboratory is an option.
- **Fertilizer / Compost / Manure Types – Specify Allowed / Disallowed and/or standard to be followed**
 - Fertilizer applications are to be applied per soil test lab recommendations; modifications to the lab recommendations are allowed with a written explanation.
 - Any application by the Lessee or their agent of sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of the Lease, immediately authorizing the Licensors to re-enter and repossess said property without legal process.
- **Pesticides**
 - All Material Safety Data Sheets (MSDS) sheets for scheduled applications of pesticides are to be provided to the Agriculture Committee prior to application for review when submitting yearly reporting forms. For non-scheduled applications of pesticides, all MSDS sheets are to be provided to the Agriculture Committee with the yearly reporting form.
 - All pesticides must be applied according to the manufacturer's recommendations and/or according to cooperative extension recommendations.
 - The use of Atrazine or its agent is expressly prohibited on the subject property, and will result in the termination of the Lease, immediately authorizing the Licensors to re-enter and repossess said property without legal process.
- **Subleasing**
 - Subleasing is not allowed without written consent from the Town of Mansfield and consultation with the Agriculture Committee.
- **Cover Crops**
 - Cover crops are required unless there is inadequate time to establish a cover crop post harvest. If no cover crop is applied, Lessee is to provide an explanation. For Leasees that would like assistance choosing cover crops, the Lessee is encouraged to contact the Agriculture Committee.
- **Baled Hay and Plastic**
 - The Lessee is required to remove baled hay, plastic, and any other residual farming supplies from the subject property at the end of each growing season and no later than December 15th each year.
- **Storage of Manure**

Attachment C

- The Lessee will refrain from long-term storage of manure on the site.
- Stone Piles
 - Stones removed from any field and piled around the perimeter are not to exceed 3 feet in height, without written consent of the Agriculture Committee.
- Invasive Plants
 - The Lessee is not to use any plants that are listed as invasive per the Connecticut Department of Environmental Protection.
- Removal of Trees and Shrubs
 - While the trimming of brush and overhanging branches is allowed along the edge of a field, the Lessee is not to remove any trees or shrubs without written consent of the Agriculture Committee.
- Removal of Stonewalls
 - The Lessee is not to remove any stonewalls from the property.
- Fencing
 - The Lessee is not to install or remove any fencing without written consent of the Agriculture Committee.
- Watercourses
 - The Lessee is not to cultivate within 25ft of a water body or watercourse.
- Inspection and Disturbances
 - The Licensor retains the right to enter the property to ensure the aforementioned requirements are being met and to enter and disturb property.
- Non-agricultural Uses
 - Only agricultural uses as defined in Connecticut General Statutes 1-1 (q) are allowed.
- Animals
 - The keeping of animals on the property is allowed with written consent of the Agriculture Committee.
- Agricultural Viability
 - The Lessee is to follow farming practices that maintain the land in good agricultural standing. Examples of this include the usage of cover crops and returning organic matter to the soil and maintaining grass cover on pasture.
- Contract Breach
 - Breach of contract will result in the termination of the Lease, immediately authorizing the Lessor to re-enter and repossess said property without legal process.
- Insurance
 - THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises;
 - Heirs have right to harvest upon death of Lessee for the remainder of the current growing season, after which the lease will be terminated.
- The Agriculture Committee encourages lessees to seek out alternatives to genetically modified crops

Report form for agricultural leases on Town land

RETURN BY November 30, of the Lease year

****Soil test must be performed at the same time each year (fall is recommended. Results must be attached to this form****

To

Jennifer Kaufman
10 South Eagleville Road
Mansfield, CT 06268
860-429-3015x204
860-429-9773

Email: Kaufmanjs@MansfieldCT.org

Name of Town property

Person submitting this report

Date report was completed _____

Past growing season's report: Year _____

1. CROP Hay Silage corn Other (Explain)

2. Did you apply manure? Yes No

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Did you apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
Other	

4. Did you apply pesticides (herbicides, insecticides, fungicides)?

Yes

No

If yes, please indicate the following:

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

5. Were all materials applied in accordance with CT State Law? _____

6. Which winter cover crop did you plant? _____

If none, why not?

7. If appropriate, list the types of tillage (such as mold board plowing, deep zone tillage, disc harrow, etc) used.

8. List any improvements or conservation practices you have implemented. _____

9. Are there any issues with which the Town can assist? _____

I _____ certify that all information submitted is correct.

Date _____

Next growing season's plan year _____

1. CROP Hay Silage corn Other (Explain)

2. Do you plan to apply manure?

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Do you plan to apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
Other	

4. Do you plan to apply pesticides (herbicides, insecticides, fungicides)?

Yes No

If yes, please indicate the following:

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

Agricultural Lease-Eagleville

Made the 3rd day of February 2014, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager, a municipal corporation located in the County of Tolland, State of Connecticut, hereinafter referred to as "Lessor," and Willard J. Stearns and Sons, Inc. of 50 Stearns Road, Mansfield-Storrs, CT 06268, acting by its Court appointed receiver, Carlton Helming of Heming & Company, PC, hereinafter referred to as "Lessee".

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter reserved and contained, and to be kept and fulfilled on the part of said Lessee, has let and by these presents does grant, demise and farm let unto said Lessee for an initial sixty (60) month term or five (5) planting seasons commencing January 1, 2014, and eight (8) acre field located in the Town of Mansfield and on the westerly side of Route 32 about midway between South Eagleville and Mansfield City Road and between the Central Vermont Railroad and the Willimantic River as indicated on the attached map entitled "Eagleville Field Attachment A" and as described in a Warranty Deed from Robert Watts to the Town of Mansfield, dated March 1, 1995 and recorded in Volume 363, Page 202 of the Town of Mansfield Land Records. If at the end of the term, it is determined by the Lessor that said Lessee is not in material default of any of the covenants herein, Lessee will be given the opportunity to renew the lease for one (1) additional sixty (60) month term, subject to the right of the Lessor to modify some terms of the Lease, as set forth below.

AND IT IS FURTHER AGREED that if Lessee is found to be in material default of any of the covenants herein contained, Lessor shall cause written notice of said default to be sent, by Certified Mail, to Lessee. In the event Lessee fails to cure said material default to the satisfaction of the Lessor within thirty (30) days after mailing of said notice, then it shall be lawful for Lessor, without further notice to re-enter and take possession of said leased premises, and such re-entry and taking possession shall end and terminate this lease.

AND THE SAID LESSEE does hereby further agree to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Mansfield within which the premises hereby leased are situated, relating to health, nuisance, fire, highways, and sidewalks, so far as the premises hereby leased are, or may be, concerned, and to save the Lessor harmless from all fines, penalties, and costs for violation of, or non-compliance with the same.

THE LESSEE will maintain the cropland and pasture in good agricultural condition and will mow the field at least once a year. In addition the Lessee will follow the policies set forth in Attachment B

THE LESSEE will submit by November 30 of each year a form enclosed in Attachment B to:

Mansfield Natural Resources and Sustainability Coordinator
Parks and Recreation
10 South Eagleville Rd.
Storrs, CT 06268
860-429-3015x204
860-429-9773 (FAX)

Any restricted use pesticide must be applied in accordance with state law. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

At the end of the five (5) year period beginning with the effective date of this lease, the Lessor may review the terms and conditions of the lease to determine whether any changes will be made in the lease at the discretion of the

Town of Mansfield Agricultural Lease-Eagleville

Lessor. The Lessee may terminate the lease at any time upon at least thirty (30) days written notification to the Lessor.

AND AT THE TERMINATION of this lease, if the Lessee is to vacate the premises per this lease, the Lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same. At any time subsequent to the date on which the Lessee provides notice that they intend to terminate the Lease pursuant to the immediately preceding paragraph, said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same.

The interests of the LESSEE in this Lease are not transferable by them or their agents or fiduciaries to any entity or person in any way without the approval of the LESSOR in its sole and absolute discretion. If the Lease is terminated for any reason before it is scheduled to expire at the end of the five year term, the LESSEE or their successors or heirs will be entitled to reap the harvest resulting from the work of the LESSEE during the planting year of said termination.

THE LESSEE will maintain Worker's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and

The LESSEE agrees to comply with Mansfield's Agricultural Land Usage Agreement Policy adopted by the Town Council on January 14, 2013 (Attachment C); and

THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and

Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this Lease Agreement, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

Sam-Ann Boungue

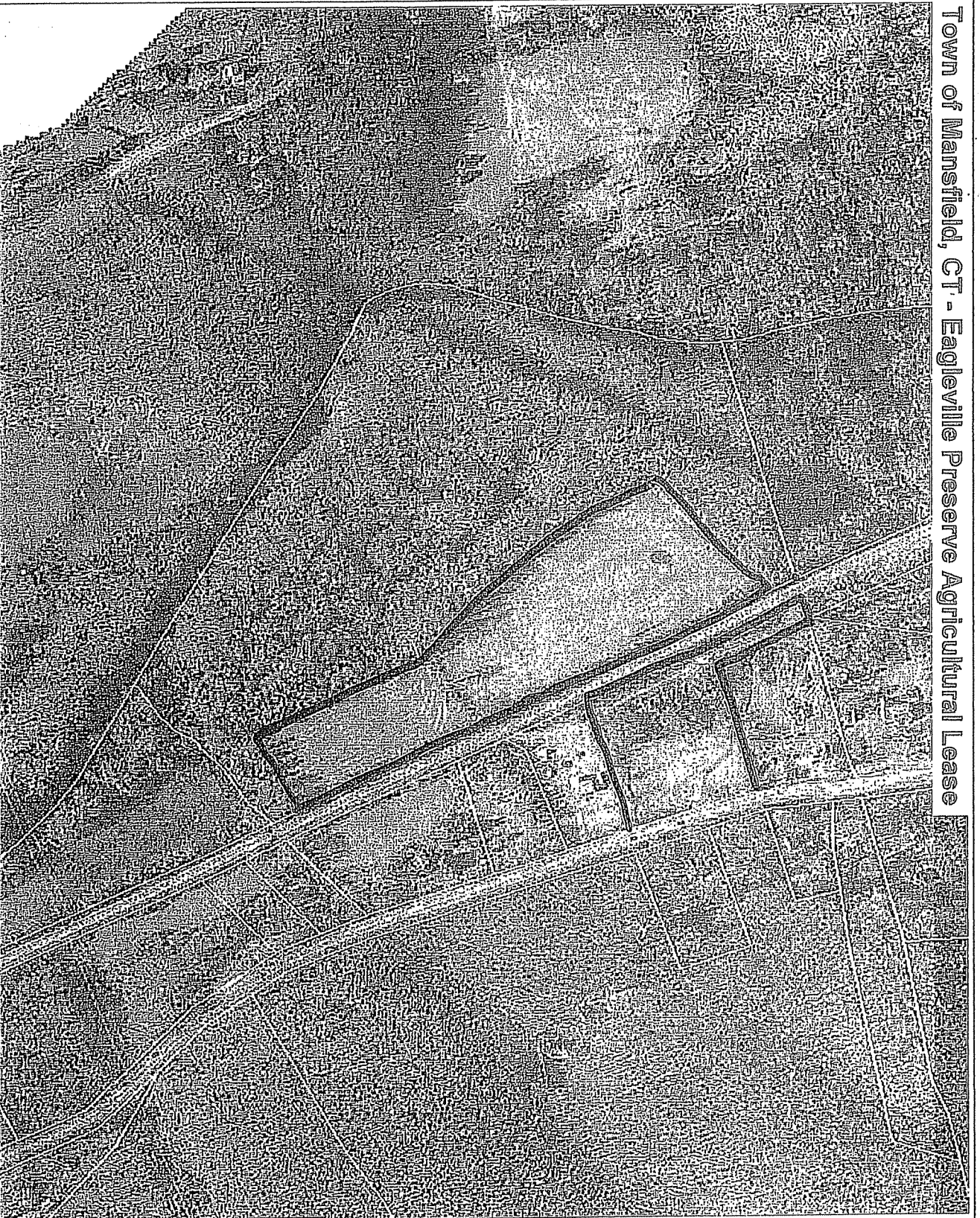
Sam-Ann Boungue

TOWN OF MANSFIELD

Matthew W. Hart
Matthew W. Hart, Town Manager

Carlton Helming
Carlton Helming, Receiver, for
Willard J. Stearns and Sons, Inc., Lessee

Town of Mansfield, CT - Eagleville Preserve Agricultural Lease



MainStreetGIS, LLC - www.mainstreetgis.com / info@mainstreetgis.com
 Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town
- roads
- highways



1 in = 319.01 ft

Printed:
3/15/2012



Attachment B

THE LESSEE will submit a form enclosed in Attachment B to the Mansfield Town Manager, by November 30 of each year, a plan for that year's crop which includes a copy of a soil test and a schedule of proposed fertilizer, herbicide and pesticide applications. Any restricted use pesticide must be applied by a licensed applicator. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

Report form for agricultural leases on Town land

RETURN BY November 30, of the Lease year

****Soil test must be performed at the same time each year (fall is recommended. Results must be attached to this form****

To

Jennifer Kaufman

Natural Resources and Sustainability Coordinator

10 South Eagleville Road

Mansfield, CT 06268

860-429-3015x204

860-429-9773

Email: Kaufmanjs@MansfieldCT.org

Name of Town property

Person submitting this report

Date report was completed _____

Past growing season's report: Year _____

1. CROP Hay Silage corn Other (Explain)

2. Did you apply manure? Yes No

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Did you apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
Other	

4. Did you apply pesticides (herbicides, insecticides, fungicides)?

Yes

No

If yes, please indicate the following:

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

5. Were all materials applied in accordance with CT State Law? _____

6. Which winter cover crop did you plant? _____

If none, why not?

7. If appropriate, list the types of tillage (such as mold board plowing, deep zone tillage, disc harrow, etc) used.

8. List any improvements or conservation practices you have implemented.

9. Are there any issues with which the Town can assist?

I _____ certify that all information submitted is correct.

Date _____

Next growing season's plan year _____

1. CROP Hay Silage corn Other (Explain)

2. Do you plan to apply manure?

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Do you plan to apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
Other	

4. Do you plan to apply pesticides (herbicides, insecticides, fungicides)?
Yes No

If yes, please indicate the following:

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

Attachment C

Agricultural Land Usage Agreement Policy

The Town of Mansfield owns seven properties with prime agricultural soils. The Town of Mansfield is committed to keeping this land in agricultural production and therefore leases these properties to local farmers. In order to ensure the preservation of Town agriculture land and to promote good stewardship, the Mansfield Agriculture Committee recommends the following policy to be adhered to by its lessees. The Town understands that in some cases these policies may need to be modified. Modifications must be submitted in writing and must be approved by the Agriculture Committee.

- Cropland Soil Testing
 - Soil tests are to be performed once per year, at the same time of year (fall testing recommended). The soil test is to include Calcium, Magnesium, Phosphorous, and Potassium, as well as percent organic matter. In addition, recommendations from the testing lab for the aforementioned elements are to be obtained. Testing for and addressing deficiencies in additional elements is encouraged. The Lessee may choose the lab they prefer. The University of CT Nutrient Analysis Laboratory is an option.
- Fertilizer / Compost / Manure Types – Specify Allowed / Disallowed and/or standard to be followed
 - Fertilizer applications are to be applied per soil test lab recommendations; modifications to the lab recommendations are allowed with a written explanation.
 - Any application by the Lessee or their agent of sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.
- Pesticides
 - All Material Safety Data Sheets (MSDS) sheets for scheduled applications of pesticides are to be provided to the Agriculture Committee prior to application for review when submitting yearly reporting forms. For non-scheduled applications of pesticides, all MSDS sheets are to be provided to the Agriculture Committee with the yearly reporting form.
 - All pesticides must be applied according to the manufacturer's recommendations and/or according to cooperative extension recommendations.
 - The use of Atrazine or its agent is expressly prohibited on the subject property, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.
- Subleasing
 - Subleasing is not allowed without written consent from the Town of Mansfield and consultation with the Agriculture Committee.
- Cover Crops
 - Cover crops are required unless there is inadequate time to establish a cover crop post harvest. If no cover crop is applied, Lessee is to provide an explanation. For Leasees that would like assistance choosing cover crops, the Lessee is encouraged to contact the Agriculture Committee.
- Baled Hay and Plastic
 - The Lessee is required to remove baled hay, plastic, and any other residual farming supplies from the subject property at the end of each growing season and no later than December 15th each year.
- Storage of Manure

Attachment C

- The Lessee will refrain from long-term storage of manure on the site.
- Stone Piles
 - Stones removed from any field and piled around the perimeter are not to exceed 3 feet in height, without written consent of the Agriculture Committee.
- Invasive Plants
 - The Lessee is not to use any plants that are listed as invasive per the Connecticut Department of Environmental Protection.
- Removal of Trees and Shrubs
 - While the trimming of brush and overhanging branches is allowed along the edge of a field, the Lessee is not to remove any trees or shrubs without written consent of the Agriculture Committee.
- Removal of Stonewalls
 - The Lessee is not to remove any stonewalls from the property.
- Fencing
 - The Lessee is not to install or remove any fencing without written consent of the Agriculture Committee.
- Watercourses
 - The Lessee is not to cultivate within 25ft of a water body or watercourse.
- Inspection and Disturbances
 - The Licensor retains the right to enter the property to ensure the aforementioned requirements are being met and to enter and disturb property.
- Non-agricultural Uses
 - Only agricultural uses as defined in Connecticut General Statutes 1-1 (q) are allowed.
- Animals
 - The keeping of animals on the property is allowed with written consent of the Agriculture Committee.
- Agricultural Viability
 - The Lessee is to follow farming practices that maintain the land in good agricultural standing. Examples of this include the usage of cover crops and returning organic matter to the soil and maintaining grass cover on pasture.
- Contract Breach
 - Breach of contract will result in the termination of the Lease, immediately authorizing the Lessor to re-enter and repossess said property without legal process.
- Insurance
 - THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises;
 - Heirs have right to harvest upon death of Lessee for the remainder of the current growing season, after which the lease will be terminated.
- The Agriculture Committee encourages lessees to seek out alternatives to genetically modified crops

Agricultural Lease-Crane Hill Field

Made the 3rd day of February 2014, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager, a municipal corporation located in the County of Tolland, State of Connecticut, hereinafter referred to as "Lessor," and Willard J. Stearns and Sons, Inc. of 50 Stearns Road, Mansfield-Storrs, CT 06268, acting by its Court appointed receiver, Carlton Helming of Helming & Company, PC, hereinafter referred to as "Lessee".

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter reserved and contained, and to be kept and fulfilled on the part of said Lessee, has let and by these presents does grant, demise and farm let unto said Lessee for an initial sixty (60) month term or five (5) planting seasons commencing January 1, 2014 with the likelihood to renew for succeeding terms of five (5) years each, the 12.23-acre field situated on the south east side of Crane Hill Rd in the Town of Mansfield as indicated on the attached map entitled "Crane Hill Field - Attachment A" and described in a Warranty Deed from Sheridan Vernon, Kim Vernon, and Kirsten Ramundo to the Town of Mansfield, dated March 19, 2003 and recorded in Volume 501, Page 15 of the Land Records of the Town of Mansfield. If at the end of the term, it is determined by the Lessor that said Lessee is not in material default of any of the covenants herein, Lessee will be given the opportunity to renew the lease for one (1) additional sixty (60) month term, subject to the right of the Lessor to modify some terms of the Lease, as set forth below.

AND IT IS FURTHER AGREED that if Lessee is found to be in material default of any of the covenants herein contained, Lessor shall cause written notice of said default to be sent, by Certified Mail, to Lessee. In the event Lessee fails to cure said material default to the satisfaction of the Lessor within thirty (30) days after mailing of said notice, then it shall be lawful for Lessor, without further notice to re-enter and take possession of said leased premises, and such re-entry and taking possession shall end and terminate this lease.

AND THE SAID LESSEE does hereby further agree to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Mansfield within which the premises hereby leased are situated, relating to health, nuisance, fire, highways, and sidewalks, so far as the premises hereby leased are, or may be, concerned, and to save the Lessor harmless from all fines, penalties, and costs for violation of, or non-compliance with the same.

THE LESSEE will maintain the cropland and pasture in good agricultural condition and will mow the field at least once a year. In addition the Lessee will follow the policies set forth in Attachment B

THE LESSEE will submit by November 30 of each year a form enclosed in Attachment B to:

Mansfield Natural Resources and Sustainability Coordinator
Parks and Recreation
10 South Eagleville Rd.
Storrs, CT 06268
860-429-3015x204
860-429-9773 (FAX)

Any restricted use pesticide must be applied in accordance with state law. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

At the end of the five (5) year period beginning with the effective date of this lease, the Lessor may review the terms and conditions of the lease to determine whether any changes will be made in the lease at the discretion of the Lessor. The Lessee may terminate the lease at any time upon at least thirty (30) days written notification to the Lessor.

AND AT THE TERMINATION of this lease, if the Lessee is to vacate the premises per this lease, the Lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same. At any time subsequent to the date on which the Lessee provides notice that they intend to terminate the Lease pursuant to the immediately preceding paragraph, said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same.

The interests of the LESSEE in this Lease are not transferable by them or their agents or fiduciaries to any entity or person in any way without the approval of the LESSOR in its sole and absolute discretion. If the Lease is terminated for any reason before it is scheduled to expire at the end of the five year term, the LESSEE or their successors or heirs will be entitled to reap the harvest resulting from the work of the LESSEE during the planting year of said termination.

THE LESSEE will maintain Worker's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and

The LESSEE agrees to comply with Mansfield's Agricultural Land Usage Agreement Policy adopted by the Town Council on January 14, 2013 (Attachment C); and

THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and

Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this Lease Agreement, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

Sara Ann Boudreau

Sara Ann Boudreau

TOWN OF MANSFIELD

Matthew W. Hart
Matthew W. Hart, Town Manager

Carlton Helming
Carlton Helming, Receiver for
Willard J. Stearns and Sons, Inc., Lessee

Town of Mansfield, CT - Crane Hill Field Agricultural Lease



- Map of CT
- North
- Dimensions
- Address
- Parcel ID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town
- roads
- highways



1 in = 319.01 ft

Printed:
3/15/2012



MainStreetGIS, LLC - www.mainstreetgis.com / info@mainstreetgis.com

Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment 4

Attachment B

THE LESSEE will submit a form enclosed in Attachment B to the Mansfield Town Manager, by November 30 of each year, a plan for that year's crop which includes a copy of a soil test and a schedule of proposed fertilizer, herbicide and pesticide applications. Any restricted use pesticide must be applied by a licensed applicator. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

Report form for agricultural leases on Town land
RETURN BY November 30, of the Lease year

****Soil test must be performed at the same time each year (fall is recommended. Results must be attached to this form****

To

Jennifer Kaufman
Parks Coordinator
10 South Eagleville Road
Mansfield, CT 06268
860-429-3015x204
860-429-9773

Email: Kaufmanjs@MansfieldCT.org

Name of Town property

Person submitting this report

Date report was completed _____

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Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
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If none, why not?

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9. Are there any issues with which the Town can assist?

I _____ certify that all information submitted is correct.

Date _____

Next growing season's plan year _____

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- **Storage of Manure**

Attachment C

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- The Agriculture Committee encourages lessees to seek out alternatives to genetically modified crops



Town of Wallingford, Connecticut

WALLINGFORD CONSERVATION COMMISSION

Wallingford Town Hall
45 South Main Street
Wallingford, CT 06492

FARMLAND LEASE PROGRAM

Farmland Lease Committee

Property Monitoring Report

Date of visit: _____ Field # _____
Date of previous visit: _____
Lessee _____ Lease Term _____

Crops/products as per lease: _____

Crops/products observed: _____

Crops are used: _____ for on-farm consumption/use
_____ wholesale
_____ retail sale
_____ other _____

Comments/questions/suggestions from lessee:

Is the lessee interested in leasing for another term, and desired length of term?

Observations:

Agricultural use apparent	____yes	____no
Lease area boundaries observed	____yes	____no
Required buffers observed	____yes	____no
Required conservation practices observed	____yes	____no
Hedgerows managed	____yes	____no
Erosion control issues	____yes	____no

Committee member's comments/recommendations:

Submitted by committee member: _____

Wallingford Conservation Commission
Farmland Lease Program ('FLP')

Purposes of the FLP: Provide management of valuable town-owned open space that contains prime and important farmland soils¹, to preserve diverse open space resources, while promoting local agriculture and opportunities for passive recreation for the public. Overall, the program helps the Town retain its pastoral and aesthetic character, while limiting the cost to maintain fields² with healthy, diverse habitat.

Background: The Town of Wallingford owns approximately 2,400 acres of open space. Most of the open space is forested and is used for passive recreation. There are approximately 400 acres of fields which the Town leases to farmers in its 'Farmland Lease Program.' Currently, there are 33 fields, leased to 8 different farmers. Fields are used for perennial forage (hay), conservation/mulch hay, deep zone tillage (corn, vegetables with no plow and disk allowed), and pasture. One small sugar bush has no lessee at present.

Selection of lessees: The Town's Purchasing Department handles the processing of leases after specifications are prepared by the Conservation Commission. The goal is to lease fields to farmers who have the experience and capacity to preserve the land and support local agriculture. The intent is not to generate revenue.

Duration of leases: Most are 5 years, with an option to renew the lease for another 5 years, if the Town feels a renewal is desirable. However, leases may be terminated by either party.

Multiple uses of open space: Fields other than pastures are available for the public to use the *perimeters* for PASSIVE recreation. Some fields fall within the boundaries of the DEEP Permit-Required hunting program for small game and water fowl.

Conservation considerations: In the more recent bid cycles, the Conservation Commission has included both standard and field-specific conservation criteria for each field. This eliminates the need to collect 33 different conservation plans³ from lessees and monitor performance on all those! The conservation stipulations also afford the Town the opportunity to protect the watershed lands and diverse habitats where the lease fields are located. The Town has public drinking water supply reservoirs in the eastern section of town where most of the farmland lease fields are located.

Advantages of the program:

1. **The program preserves prime and important farmland soils for future food production, by keeping fields in production, using acceptable conservation practices.** These soils are a valuable natural resource, since this classification refers to land that has the best combination of physical and chemical characteristics for producing food, in accordance with the classification of agricultural soils per the Code of Federal Regulations, CFR title 7, part 657.
2. **The leases provide a means for having the fields effectively mowed, monitored for encroachment, kept vegetated with herbaceous cover, kept relatively free of invasive species, and the leases help deter vandalism and undesirable activity.** In effect, the farmers provide management of open space parcels for the Town. Without physical maintenance (mowing, periodic re-seeding, cultural crop selection), the land would revert to invasive tangles in a relatively short period of time, and to forest in the long run. Just mowing all the fields would be a tremendous burden for the Town's Public Works Department. Although the Public Works Department can mow a few select areas of open space, while these efforts are certainly appreciated, mowing alone is not sufficient to retain healthy meadows and prime and important farmland soils. Significant woody, invasive, or

noxious weed growth cannot be controlled in the long term with drop-mowing or brush-hogging. Paying for mowing all the open space fields would be cost-prohibitive for the Town.

3. The FLP enhances biodiversity, by supporting **pollinators** (which are responsible for **1/3 of the world's food supply**), by protecting wetlands to filter groundwater, by controlling invasive species, and by providing healthy habitats for wildlife. The fields in the lease program are home to many listed species of animals. The lease program offers an opportunity to have diverse habitats woven throughout the Town's east side among the 3 potable surface reservoirs, Muddy River, and the trap rock ridges that rim the eastern border of Wallingford.
4. The FLP provides **unique opportunities for passive recreation in the Town's open spaces**, by retaining open fields for hiking, horseback riding, wildlife observation, fishing, hunting, show-shoeing, cross country skiing and other interests. Due to the topography of rolling hills, reservoirs, and streams, the lease fields provide added interest in the landscape. In the Town's large nature preserve, which is predominantly forested, there are 15 farmland lease fields tucked into the forest and around the edges, adding value to the habitat matrix of the Preserve.
5. The FLP provides invaluable aesthetic benefits to taxpayers. Town-owned farmland lease properties provide some of the most scenic vistas in Wallingford. These properties consist of a variety of habitats for visual and cultural interest 'around the clock, 365 days a year'. Most of the fields are located on road frontage and provide pastoral views appreciated by many residents. If these fields are not maintained, these pastoral views would be lost, along with much of the Town's heritage. A section of the Connecticut Blue-Blazed Mattabesett Trail (part of the New England Scenic Trail) is visible from many of the farmland lease fields. Perhaps most important, the open fields provide wonderful vistas for sunrises and sunsets to hikers, sportsmen, and other users of the open spaces.
6. The FLP supports local agriculture (a \$3.5 Billion industry in CT)
 - In addition to fresh, locally grown food, the state's 'Connecticut Grown' initiative provides over 20,000 jobs (2017 statistic, Land For Good), not just for local farmers, but for almost all segments of the economy (suppliers, truckers, packagers, manufacturers, advertisers, etc.), even in times of economic downturn.
 - Wallingford has a *significant concentration* of 'prime and important farmland soils' *in central Connecticut, close to markets*. As previously stated, most of the FLP fields consist of prime and important farmland soils.
 - Through affordable leases, young farmers and small farmers can sustain their livelihood. According to 'Land for Good', 38% of farmers in Connecticut rely on leased farmland.
7. As an incidental benefit, the FLP provides a modest income stream for the Town's open space management. Although generating income is not the goal of the program, lease payments go into the Town's open space fund, and thereby fund special projects for open space. The open space fund can also supply matching funds for grants for other open space improvements.

Ongoing evaluation

- Fields are monitored for compliance with lease terms, erosion, and general maintenance.
- FLP committee members have attended workshops on various topics relevant to the FLP program.

- The FLP committee has met with CT Dept of Agriculture and NRCS (National Resources Conservation Service) reps to review the FLP program and for advice on fields.
- FLP reps also consult with agricultural agents at UCONN, the CT Extension Service, the Southwest Conservation District, and CT Agricultural Experiment Station regarding farming practices and specific issues encountered in various fields.
- The Conservation Commission uses NRCS representatives, biologists, ornithologists, and other technical experts to evaluate the suitability of various open spaces when considering which fields are appropriate for the Farmland Lease Program, and for conservation management requirements specific to individual fields.
- The Conservation Commission consults with the Wallingford Water Division regarding suitability of agricultural practices that could affect water quality, and lessees must obtain approval from the Water Division for application of any fertilizers and pesticides used on fields adjacent to or upstream, upslope from the reservoirs.

Challenges

- Finding young farmers in the future as local farmers ‘age out’ of the program is perhaps the biggest challenge going forward. Loss of lessees could mean idle fields. Within 1-8 years, fields can become choked with invasive plants, or saplings and trees. Reclaiming such areas for agriculture or just open meadows involves significant work and expense.
- Fields that are not in the FLP (e.g. in a location where it is difficult to attract a lessee, such as Fresh Meadows at Cheshire Road) need to have some long-range plan for retaining the land in meadow condition. This is labor-intensive and costly for the Town.
- The cost of insurance is expensive for smaller scale lessees. The Town’s risk management requires \$2m coverage for lessees, naming the Town as an additional insured. For someone renting a few acres and farming on a small scale, the cost of the insurance can be an additional burden.
- Timely administration regarding agricultural issues. Farming is a unique and sophisticated industry. Local government does not have the capacity to manage *agricultural* issues. Conservation issues are different than agricultural issues, and the FLP strives to maintain a workable balance, given the constraints of staff and volunteer time, and the complexity of Town programs and services.

Contact information

Wallingford Conservation Commission
Town of Wallingford
45 South Main St.
Wallingford, CT 06492
(203)294-2093

Dianne Saunders, Chairperson
Wallingford Farmland Lease Properties Committee
(203) 215-3535
drsaunderscpa@gmail.com

¹technical term for USDA/NRCS (National Resource Conservation Service) ranking the quality of soil for food production; ‘prime and important’ is the highest ranked classification; Wallingford has a large concentration of P&I soils in certain areas.

²we estimated several years ago that if the Town did not have farmers leasing and maintaining the fields, the cost to mow them would be approximately \$80,000 annually; and without regular mowing, the fields would become unmanageable tracts of invasive and woody growth within 5-10 years.

³a conservation plan is a voluntary commitment by the farmer to use best management practices for agriculture, usually developed in cooperation with the NRCS (Natural Resource Conservation Service)



File Copy

TOWN OF WALLINGFORD

Department of Finance
Bureau of Purchases
45 South Main Street
Wallingford, Connecticut 06492
Telephone (203) 294-2115

BID NO. 13-073	BID ITEM Leasing of Town Owned Open Space for Agricultural Purposes, 22 Hay Fields	INSURANCE REQUIREMENTS Liability See General Terms & Conditions	
DATE OF BID OPENING (PART A) October 29, 2013	TIME OF BID OPENING (PART A) 2:00 P.M., Prevailing Local Time	DATE OF OPENING (PART B) November 14, 2013	TIME OF OPENING (PART B) 2:00 P.M., Prevailing Local Time
Both Part A & Part B Are Due on October 29, 2013 at 2:00 P.M. & Must Be Submitted In Separate Sealed Envelopes			
AMOUNT OF BID SURETY None	PERFORMANCE BOND None	CONTRACT PERIOD OR DATE DELIVERY REQUIRED From Date of Award Thru 12/31/18	
CONTACT PERSON Erin O'Hare, Environmental Planner			PHONE (203) 294-2093
DEPT. Conservation Commission, Town Hall, 45 South Main St., Wallingford, CT 06492			

INVITATION TO BID

Sealed proposals will be received by the Purchasing Agent for the Town of Wallingford, in Room 206, Town Hall, 45 South Main Street, Wallingford, Connecticut, 06492, for furnishing the commodities and/or services herein listed to Town agencies.

AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

- 1) That this contract proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the General terms & Conditions, Bid Specifications and Bid Proposal which are made a part of the contract.
- 2) That should any part of this proposal be accepted in writing by the Purchasing Agent within sixty (60) calendar days from the date of opening **Part B** of the bid, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the Specifications.
- 3) **That this proposal is covered by surety, in the amount stated above, in the following form. Bid surety is to be enclosed in Part B of the Bid Documents. Failure to do so may result in rejection of the bid.**

☐ Proposal Bond

☐ Cashiers Check

☐ Certified Check

PROPOSAL: The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the Town agency or agencies named at the prices bid herein.

Type of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sub Chapter S Corp.	<input type="checkbox"/> Corporation
Company Name		Doing Business As (Trade Name)		
Business Address		City	State	Zip Code
Signature of Person Authorized to Sign This Bid		Title	Date	
Print Name of Signer		Phone	Fax	
Further information and references on any individual or company placing a bid may be required by the Town of Wallingford prior to the awarding of a bid.				

This Form Must Be Signed & Returned

General Instructions:

Proposals are to be:

- * **Submitted in duplicate unless otherwise indicated in the specifications.**
- * Submitted using the blank proposal forms furnished.
- * Submitted in a sealed opaque envelope utilizing the enclosed label, with the bidder's name and address in the upper left-hand corner.
- * Made out and signed in the corporate, or other, name of bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

Bidders or their representatives may be present at the bid opening.

The Town of Wallingford may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Purchasing Agent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The Purchasing Agent reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of Wallingford.

A contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to the Town by nonpayment of taxes, by debt or contract, or who is in default as surety or otherwise by any obligation to the Town.

TO ALL PROSPECTIVE BIDDERS:

The office of the Purchasing Agent will appreciate your assistance in making a careful study of the specifications and proposal for the purpose of offering suggestion as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the Town of Wallingford.

In soliciting an interest on your part in reviewing our bid documents, we believe closer cooperation will be developed between prospective bidders and this office.

If possible, we should like to have your suggestions or comments prior to the date of bid opening indicated in the bid invitation. In replying, will you kindly refer to the bid number.

In the event you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the vendor list, unless a specific request is made in writing for the retention of your name on said list or a "NO BID" is received.

PURCHASING AGENT
TOWN OF WALLINGFORD

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TOWN OF WALLINGFORD
BUREAU OF PURCHASES
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492

PUBLIC BID NO. 13-073

INVITATION TO BID

For

**Leasing of Town Owned Open Space for Agricultural Purposes, 22
Hay Fields**

Sealed bids on the above project will be received by the Purchasing Agent of the Town of Wallingford, Wallingford Town Hall, 45 South Main Street, Wallingford, Connecticut 06492, until October 29, 2013 at 2:00 P.M., prevailing local time. All proposals (Parts A and B) must be received by this time; any proposal received late will not be accepted.

Part A (Qualifications, Profile and References) of the proposal will be publicly opened and read aloud on October 29, 2013 at 2:00 P.M., Prevailing Local Time.

Part B (Cost Proposal) of the proposal will be publicly opened and read aloud on November 14, 2013 at 2:00 P.M., Prevailing Local Time.

Bid documents may be obtained at the Wallingford Town Hall, Bureau of Purchases, Room 206, 45 South Main St., Wallingford, CT or by calling (203) 294-2115 Monday – Friday 9:00 A.M. - 5:00 P.M.

All proposals shall be submitted to Purchasing in separate sealed opaque envelopes clearly labeled **Part A** and **Part B** with the bidder's name, address, bid number, and the name of the project for which the bid is submitted. The words "BID DOCUMENT" should appear on the envelope and the date to be opened. If mailed, the sealed envelopes containing the proposals marked as described above should be enclosed within another envelope properly addressed. No responsibility will be attached to any Town representative or employee for the premature opening of a bid not properly addressed and identified.

SALVATORE AMADEO
PURCHASING AGENT
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492

Dated: October 10, 2013

GENERAL TERMS AND CONDITIONS

All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

Price: Bid prices will include delivery, F.O.B. destination, without extra compensation.

Taxes: The Town of Wallingford is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

Award: The Purchasing Agent reserves the right to make an award which, in his judgment and recommendation from the department, following bid evaluations, best meets the specifications and is deemed in the best interest of the Town of Wallingford. The Town reserves the right to increase or decrease all quantities indicated in this bid.

The Purchasing Agent further reserves the right to reject any or all bids, in whole or in part; to award any item, group of items or total bid unless otherwise specified by the bidder, and to waive informality or technical defects, if, in his judgment, the best interests of the Town of Wallingford will be so served.

Price Discrepancies:

In the event there is a discrepancy between the unit price and extended price the unit price will prevail.

In the event there is a discrepancy between the written price and numeric price the written price will prevail.

Multiple Year Bid Pricing:

For multiple year bids, the bid price for each successive year must be greater than or equal to the preceding year. All front loaded bids will be rejected.

Additional Departments:

The quoted prices will be made available to any Town of Wallingford department or agency wishing to utilize the vendor's service. Anticipated user departments may include, but shall not be limited to, Board of Education, Water & Sewer, Electric Division, and Public Works.

Laws: All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Permits:

It is the responsibility of the successful bidder to obtain all Federal, State and local permits when needed. All fees imposed by the Town, for permits issued by the Town of Wallingford will be waived. All State or Federal permitting fees to be collected by the Town will not be waived.

Hold Harmless & Indemnification Agreement:

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Town of Wallingford, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

Anti Trust Claim Assignment Clause:

The contractor or subcontractor offers and agrees to assign to the Town of Wallingford, all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town of Wallingford awards or accepts such contract, without further acknowledgement by the parties.

Non-Collusive Bid Statement

The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,
- b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The bidder further certifies that this statement is executed for the purposes of inducing the Town of Wallingford to consider the bid and make an award in accordance therewith.

Non Discrimination Clause:

Pursuant to Section 4a-60 and 4a-60a of the Connecticut General Statutes as amended by Public Act 07-142 and 07-245, the bidder agrees and warrants that he or his subcontractors will in the performance of the contract not discriminate or permit discrimination against any person or group of people on the grounds of race, color, religious creed, age, marital status, civil union, national origin, ancestry, sex, sexual orientation, mental retardation, including physical disability unless it is shown by the contractor that the physical disability prevents performance of the work. In addition, the contractor agrees to comply with all other provisions of the aforementioned statutes.

Prior to entering into a contract and the issuance of a purchase order, the bidder shall provide to the Town documentation such as a company or corporate policy adopted by the governing body that supports the nondiscrimination agreement and warranty as stated above.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

Safety Standards:

All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The Town reserves the right to inspect the work site at any time for safety compliance. The Town may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA 300 log for the three previous years for review.

Debarment:

The Purchasing office reviews any bid being considered to assure that neither the contractor nor any subcontractor being utilized is subject to state or federal debarment based on published debarment lists. Persons or firms currently debarred under the Federal Davis Bacon Act that are included on the State Debarment List pursuant to Connecticut General Statutes, Section 31-53a, as amended, shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

Performance, Labor and Material Bond (If Applicable):

To insure the faithful execution of the contract, according to its provisions, the bidder awarded the contract will be required to provide at his own expense, to the Town of Wallingford, a Performance Bond for the full amount of the contract and also furnish a Labor and Material Bond. The bond must be written by a company licensed to write business in the State of Connecticut and shall be furnished prior to the issuance of a Contract or a Purchase Order.

Bid Bond (If Applicable):

A Certified Check, Cashier's Check or Bid Bond in the amount stated on the contract proposal, made payable to the "Treasurer, Town of Wallingford", must be submitted with each bid, as a guarantee that in case the contract is awarded, the bidder will execute such contract and furnish satisfactory Performance and Labor and Material Bond if required. Unsuccessful bidders shall be entitled to return of surety where the Agent has required bid deposits. A successful bidder shall forfeit any surety required by the Agent upon failure on his part to enter into a contract within ten (10) days after being notified of the award.

Toxic Substances:

In accordance with Section 31-40M of the General Statutes of Connecticut, any person who supplies any toxic substances as defined in 31-40J shall provide the following information:

- a. The genetic or basic chemical name of the toxic substance.
- b. The level at which exposure to the substance is determined to be hazardous.
- c. If known, the acute and chronic effects of exposure of hazardous levels.
- d. The symptoms of such effects.
- e. The appropriate emergency treatment.
- f. Proper conditions for safe use and exposure to such toxic substance.
- g. Procedures for cleanup of leaks and spills of such toxic substance.
- h. A label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information should be disclosed at the time of the bid opening and chemical data (M.S.D.S.) sheets will also be required if the products meet the toxic substance criteria.

Training:

Pursuant to Connecticut General Statutes, Section 31-53b contractors must furnish proof to the Labor Commission that all employees performing manual labor on public building projects have completed a course in construction safety. The statute applies to all public building projects where state funds are involved and the total construction cost is \$100,000 or more.

Payment Terms:

Payment terms will be considered in an award under the following conditions:

A) Preferred Payment Terms:

Any discount effective either for 30 days or based on "10/EOM" (10 days after the end of the month, e.g., 2%/30 days or 2/10 EOM). The minimum payment time is 20 days from receipt of invoice.

B) Secondary Payment Terms:

Any discount effective for 20 days, e.g., 2%/20 days.

If bids are tied, the longer payment period will be considered the lower bid. For example, thirty days terms are better than twenty days terms, providing the same percentages apply (such as 1% or 2%).

C) Short Period Payment Terms:

Payment terms of less than 20 days, even with a discount, are not considered comparable to longer period payment terms due to the special handling of the payment required in such short check-processing period. Such terms will not be considered in an award except in the case of a tie bid.

It shall be understood that the cash discount period will be from receipt of invoice and not from the date of the invoice.

Liability Insurance (If Applicable):

The General Terms and Conditions require the bidder awarded the contract to maintain in force during the performance of the work policies of workers compensation insurance, employers liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the contractor has secured the required insurance shall be filed with the Town of Wallingford at the time of the execution of this contract. **It is further required that the Town of Wallingford be named as an additional insured.** This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

Minimum Requirements for Certificate of Insurance**A. Commercial General Liability**

- General Aggregate: \$ 2,000,000.00
- Product/Completed Operations Aggregate: \$ 1,000,000.00
- Occurrence Aggregate: \$ 1,000,000.00

B. Automobile Liability

- Liability Limit: \$ 1,000,000.00

C. Excess (Umbrella Liability) Liability

- The requirement that an umbrella policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

D. Workers Compensation & Employers Liability

- Per Connecticut Statutes

Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. The Town reserves the right to contract with other vendors for similar services when deemed appropriate.

The Town maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the Town may elect to have the repair made by an alternate vendor and subtract the cost from the contractor's invoice. The Town also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

The Town reserves the right to cancel the contract at any time with no cost to the Town. Any violations of the contract specifications shall be deemed to be justification to cancel the contract. Should it become necessary for the Town to write a letter notifying the contractor of unsatisfactory work, it will become the first step in terminating the contract for cause. If it is necessary to repeat this procedure, the third letter will constitute notice of termination of the contract for cause. The Town's decision shall be final and without recourse or cost to the Town. Furthermore, the Town reserves the right to deduct from the vendor's invoices any costs incurred due to the cancellation of a contract for cause. If the cancellation is for budgetary considerations or is based upon the discretionary right of the Town then the cancellation shall be upon thirty (30) days written notice.

The Town reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

SPECIFICATIONS

For

Leasing of Town Owned Open Space for Agricultural Purposes, 22 Hay Fields

Intent:

The Town of Wallingford is seeking offers for the leasing of Town owned open space for agricultural purposes for hay/other perennial forage crops (NO CORN, SILAGE CORN, VEGETABLES OR OTHER ANNUAL CROPS)

Basis of Award:

The results of the technical/qualifications evaluations, Part A, will be tabulated and publicly posted prior to the opening of Part B. After the envelope containing Part B-Cost (amount offered) Element is opened, Total Scores will be determined by adding the point received for Part A-Technical Qualifications and the points received for the Part B-Cost (amount offered) Element. Total score will be determined by the following formula:

- Part A – Technical Score (maximum 50 points) = ((bidders technical score)/(highest ranked firms technical score))*50
- Part B – Cost Score (Amount Offered)(maximum 50 points) = ((amount offered)/ (highest amount offered))*50
- Total Score = Part A score + Part B score (maximum 100 points)

The bidder with the highest Total Score for parts A & B per category will be considered the “highest responsive and responsible” proposer for that category and will be recommended to the Purchasing Agent for award. The Purchasing Agent however shall make the final decision. A listing of categories is included in Attachment I.

Previous Bid Information Available:

Bid specifications, bid responses and a tabulation of bid results from the previous bid are available for review. Please contact this office and reference Public Bid 11- 104 if you wish to review any of these documents.

Inquiries:

Questions concerning this contract proposal and work prescribed should be directed in Writing to the Bureau of Purchases, Room 206, 45 South Main Street, Wallingford CT. 06492, 203-294-2115, Fax 203-294-2119. Verbal inquiries and any subsequent verbal responses will not be binding to the Town of Wallingford. All inquiries will be responded to in writing and made available to all prospective bidders. Deadline for questions will be October 18, 2013 @5 P.M.

Site Inspections:

A guided site inspection may be arranged by calling Erin O’Hare, Environmental Planner @ 203-294-2093.

Contract Period:

Prices offered on the proposal schedule shall be firm for the specified period. The Town and the contractor, if mutual agreement is reached, may extend the contract for up to Five (5) additional years. Any extension shall be at the same price, terms, and conditions as the previous year; however, the owner has the sole discretion to reject or accept such extension. Evaluation for extension of the contract will be done yearly at the anniversary date of each of the contracts, but in no case shall the duration of this contract exceed Ten (10) years in total.

Subleasing or use of fields by others:

DURING LEASE TERM, NO SUBLEASING WILL BE ALLOWED UNDER ANY CIRCUMSTANCES WITHOUT THE TOWN'S WRITTEN CONSENT. LESSEE WILL NOT ALLOW OTHERS TO USE FIELDS FOR ANY PURPOSE AT ALL.

General Information:

- It is **Strongly Suggested** that the bidders make a survey and inspection of the site to determine the scope and requirements of the work as specified. Failure to examine the premises will not relieve the successful bidder of any of the responsibilities of the contract. An orientation with the Environmental Planner may be required of the successful bidder prior to awarding the lease, including a site visit of the premises to be leased.
- Refer to "Amount Offered To Town per Year, Per Category" table, on pages 27 & 28, for field numbers, field areas, and acreage. Refer to the map entitled, "Location Map - Town of Wallingford Farmland Lease Program Properties – Eastern Side of Town"(Attachment III) to locate fields and refer to "Town of Wallingford Farmland Lease Program Properties" Map Series, (Attachment IV), for maps of individual leased fields.
- Please note past performances of the bidder will be considered when awarding bids.
- Bidders submitting exceptions to any items in "Restrictions/Requirements" section, or to general specifications of the bid invitation, shall fully explain such exceptions under "Exceptions" (pg. 29).
- During the term of the leases, the Wallingford Water-Sewer Division may institute more stringent restrictions/requirements than those listed herein. Lessees will be required to adapt their agricultural practices accordingly.

Contractor requirements:

It is to be understood and agreed that the status of the successful bidder (hereinafter "contractor") awarded this contract shall be that of an independent contractor and not as an agent or employee of the Town (hereinafter "owner") and that said contractor shall not enter into any contracts or commitments on behalf of the Town.

The contractor shall use his own employees in the performance of the work and/or services under the contract. Neither this agreement nor any monies to become due hereunder shall be assignable without prior written approval of owner.

The contractor shall obey, abide, and comply with all applicable federal and state rules, regulations and laws. Town of Wallingford rules, regulations and policies, OSHA requirements, state and local laws and ordinances and all lawful orders, rules and regulations there under relating to this agreement.

Part A, Technical Evaluations:Part A- Qualifications Ranking Criteria (max. 50 points):

30 points	Experience and stewardship
15 points	Capacity for the work
<u>5 points</u>	Type of product(s) produced for sale
50 points	

Scoring is based upon information required to be submitted by bidder in the following Bid Questionnaire (WHICH MUST BE COMPLETED IN FULL), and on performance on other agricultural leases (next paragraph).

Please be advised that The Town reserves the right to review your past performance as a lessee of the Town of Wallingford or as a lessee of any town or entity, and this evaluation will be a factor for consideration regarding bid award.

Qualified bidders must be available to answer questions of Town representatives during the 7-day period after the day of the bid opening for Part A.

Bidder Qualifications:

Bidders shall be regularly established in the farming and agricultural business, and must demonstrate the ability to perform the required service in an acceptable manner.

Specific factors that will be considered by the Town include:

- 1) Technical Capability of the contractor to accomplish the scope of work required in the bid documents. This includes performance history on past and current government or commercial contracts.
- 2) Demonstrated availability of the necessary manpower (both Supervisory and operational personnel) and necessary equipment to accomplish the scope of work required. The owner may make such investigation as deemed necessary to determine the ability of the bidder to discharge his contract. The bidder shall furnish the owner with all such information and data as may be required for that purpose.
- 3) Qualified bidders must have farmed/worked, at minimum, one property similar in size and scope to the largest single field category they are bidding on.

List qualifying property:

Location: _____

Acres farmed by bidder: _____ Year(s): _____

This property is/was (check):

_____ owned by bidder

_____ leased by bidder

_____ Other, describe _____

Crops/product _____

Property owner's name: _____ Phone: _____

Bid Packet Submission: – Part A – Qualifications:

Submit the following items in Envelope #1:

1. Completed Questionnaire Form (see below) – REQUIRED
2. Signed Questionnaire Form – REQUIRED
3. Copy of Permit (see Item #8 in Questionnaire) – REQUIRED if you have one
4. Copy of conservation plan (see Item #9 in Questionnaire) – If one has been done before.
5. Additional Information – up to a maximum of 15 pages - written, typed, Photocopied, photos, etc. (see Item #10 in Questionnaire) – 2 copies

Qualifications Questionnaire:

Answer all questions completely on this form in the spaces provided. Do NOT attach extra sheets unless instructed by the Questionnaire.

1. How many years have you been in business as a farm:

	# yrs.	Name of Farm	Town	# Acres Farmed
Farm owner	_____	_____	_____	_____
Farm manager	_____	_____	_____	_____
Farm employee	_____	_____	_____	_____
Other	_____	Describe: _____		

Qualifications Questionnaire: (continued)

2. What farm products do you produce annually (answer all that apply):

	<u># Acres for On-farm use</u>	<u># acres for off-farm sales</u>	<u># animal's on-farm use</u>	<u># animals off-farm sales</u>
Hay – forage crops	_____	_____	_____	_____
Hay – mulch	_____	_____	_____	_____
Produce (corn, veg.)	_____	_____	_____	_____
Forage – corn/silage	_____	_____	_____	_____
Silage	_____	_____	_____	_____
Livestock	_____	_____	_____	_____
Timber	_____	_____	_____	_____
Other (describe)	_____	_____	_____	_____

3. Other business experience – please describe: _____

4. If you are the successful bidder of the field(s) you are bidding on, who will perform the field work (check all that apply):

	<u>Yourself</u>	<u>Family Members</u>	<u>Employee(s)</u>	<u>Contractor(s)</u>	<u>Others</u>
Plowing/cultivating/seeding	_____	_____	_____	_____	_____
Liming	_____	_____	_____	_____	_____
Fertilizing	_____	_____	_____	_____	_____
Pesticide/herbicide	_____	_____	_____	_____	_____
Maintain fences/gates	_____	_____	_____	_____	_____
Maintain hedgerows/other	_____	_____	_____	_____	_____
Harvesting crop	_____	_____	_____	_____	_____
Maintain equipment	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____

5. Please list ALL the equipment you would be using to farm the field(s) you are bidding on:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. How do you keep up with news, trends, and best management practices in the field of agriculture?

Qualifications Questionnaire: (continued)

7. Have you previously leased farm property? (check all that apply and answer completely)
- Municipalities - list all you have leased from, and approximate annual acreage

Town/City	# Acres Leased
 - State of Connecticut – list location/year(s):
 - Non-government entities - approximate total acreage per year: _____ acres
8. Do you currently have a: (*check all that apply*)
- _____ Farm Permit for Application of Pesticides (if yes, must attach copy)
- _____ Pesticide Applicator's License (if yes, must attach copy)
9. Have you ever had a formal conservation plan prepared for your farm or for land you have leased?
- _____ Yes prepared by: _____ (name of agency)
- You may submit a copy in the Qualification Envelope – Part A
- _____ No
10. ADDITIONAL INFORMATION - The Town of Wallingford is interested in leasing land to farmers who are good stewards of the land. You may submit additional information (limited to a maximum of 15 pages) relative to hay production to support the Part A, Qualifications submittal for your bid. Please submit 2 copies, stapled or bound. Feel free to tell us about your farming experience, training, successes, or other noteworthy information that you feel would assist us in understanding your qualifications to lease fields.

Signed _____

Print Name _____

Date _____

General & Field Specific - Field Restrictions/Requirements Hayfields 2A –14A:

Please refer to “Amount Offered per Year, Per Category” Table, on pages 28 & 29, for field information (e.g. acreage, address, etc.) Refer to “Town of Wallingford Farmland Lease Program Properties” Map Series, as revised to April 2013 for maps of individual lease fields – copies included in Bid Attachment III. Field numbers are keyed to the Maps. Refer to “Location Map for Farmland Lease Property Fields on Eastern Side of Wallingford” for general location, included as Attachment II.

Lessees shall observe and implement the following General and Field-Specific Restrictions and Requirements.

A. General Field Restrictions/Requirements – Hayfields 2A –14A

The following general restrictions/requirements pertain to *all* farmland lease hay properties of the Town of Wallingford throughout the lease term(s).

Field Restrictions/Requirements - Hayfields 2A –14A (continued)

Use: Restricted to hay or other perennial forage crops ONLY (e.g. no corn or other annual crops; no vegetables; no nursery/bedding crops).

A. General Field Restrictions/Requirements – Hayfields 2A –14A (continued)

Access, lease and crop areas: Lessees shall confine all activities (i.e. vehicle access, growing and harvesting of crops, staging of harvested crops or equipment, maintenance, etc.) to areas designated for these respective purposes on the field map(s) for each particular field. Encroachment onto non-lease areas is not allowed during lease term. Consult with the Environmental Planner for clarification as needed.

Management practices: Lessees are expected to reasonably follow best management practices for agriculture per the Connecticut Department of Agriculture, but at a minimum, lessees shall manage leased properties in accordance with the “General Restrictions/Requirements” and “Field-Specific Restrictions/Requirements” described herein.

Mowing:

1. Harvesting at least two cuttings per season is desired. However, hayfields must be mowed at minimum once per season prior to October 1 in any given year. Woody or invasive growth resulting from inadequate timing and frequency of mowing shall be deemed inadequate performance/failure to farm the leased property.
2. Hay bales are not to be left in fields beyond 1 week. Hay bales may be staged on a field edge in preparation of removal. However, areas disturbed by staging are to be reseeded to reestablish vegetation on open soil.

Maintenance:

1. Unless otherwise noted in ‘Field-Specific Restrictions/Requirements’ below, edges of fields shall be maintained to prevent vegetative encroachment onto hayfields and to keep hayfield areas open, and to retain the field dimensions throughout the term of the lease.
2. Saplings up to 3 inches in diameter may be removed if they extend into hayfield crop areas, lanes, roads, gates, etc., within the leased area.
3. Unless otherwise restricted in ‘Field-Specific Restrictions/Requirements’ below, plants designated as invasive species per CT General Statutes may be controlled/removed using best management practices for agriculture and by observing other relevant federal/state regulations (e.g. manner of control, transport, use of pesticides, etc.). Questions regarding proper method of control/removal during lease term should be directed to the Environmental Planner.
4. No canary grass or other species designated as invasive per the State of Connecticut may be planted on the leased premises.
5. Note: in performing maintenance of field edges, lessees are reminded that horseback riders are allowed to access field edges (only); therefore, limbs and branches should be trimmed to height accordingly (9 feet is preferred clearance for limbs at field edges).
6. In fields where the perimeter is fenced/gated or otherwise restricted (e.g. desired hedgerows to prevent vehicle trespass), the Wallingford Conservation Commission has arranged for horse access/entry into the field in particular locations. No new access openings may be created by the lessee or the public, nor may any access established by the Wallingford Conservation Commission be blocked, without prior consultation with the Environmental Planner.
7. Lessees who have not demonstrated prior experience in seeding/re-seeding fields on Town of Wallingford land must consult with the Environmental Planner prior to seeding/re-seeding any leased field.
8. On fields where plowing is allowed and necessary for seeding/re-seeding, contour plowing shall be used and no cultivation shall be allowed within 25 feet of a water body or watercourse.

Cultivating/seeding/growing crops/harvesting: Unless otherwise noted in the “Field-Specific Restrictions/Requirements”, lessees shall:

1. Not cultivate for harvest within 25 feet of a water body or watercourse;
2. Take reasonable care to avoid introduction of pests/disease into fields;
3. Contour plow when seeding/re-seeding fields;
4. Remove damaged equipment from fields within a reasonable time;
5. Use adequate erosion control measures as may be needed to prevent loss of soil and nutrients to wind and water erosion, and contamination of water bodies and watercourses on the premises;
6. Timely report any erosion problems to the Environmental Planner;
7. Not plant canary grass or other invasive plant species;
8. Make reasonable efforts to remove stray remnants of black plastic that may become loose during cultivation;
9. Immediately remove and properly dispose of empty packaging, containers, etc. ;
10. Not dredge or alter any farm pond, stream, drainage way, channel, or swale without the express written permission of the Wallingford Conservation Commission and any permits as may be required from the Inland Wetlands Commission; and
11. Immediately report any damage to non-crop, non-lease areas.

Trees:

1. Trees downed anywhere on lease area are the responsibility of the lessee and must be removed promptly, depending on weather and field conditions, in a manner that does not create further soil disturbance.
2. Lessee is to contact the Environmental Planner regarding trees downed on the property not located within lease area. Trees outside the lease area are the responsibility of the Town.
3. There shall be no elective wood-cutting on leased areas.

Access ways:

Access ways to fields are required to be kept open at all times to allow ready access by Town of Wallingford representatives for observation/emergencies, and to afford reasonable access to the public for purposes of hiking, horseback riding, and observing nature in non-crop areas. The public is not permitted to enter access ways or fields with motorized vehicles, except for parking of registered motor vehicles in areas designated for parking as depicted on the State of Connecticut DEEP Permit-Required Hunting Program.

Applications (manure/fertilizer/compost/other nutrients/pesticides and herbicides) to fields:

Manure, fertilizer, compost, pesticides, herbicides, etc. may only be used on particular fields. See the Field Specific Restrictions/Requirements for each particular field to determine if applications of manure or other products are permitted.

All lessees shall comply with ‘generally accepted agricultural practices’ as determined by the Connecticut Commissioner of Agriculture and Connecticut DEEP. However, since the Town of Wallingford has a concern for the preservation and conservation of its natural resources, including public water supplies, on those particular fields where manure and/or other products may be applied, all lessees must, as a minimum standard, adhere to the following specific protocols for applications of manure, other nutrients, and pesticides/herbicides:

1. Applications of manure:
 - a. Manure may not be stored on town fields;
 - b. Manure shall not be spread on frozen or snow-covered ground;
 - c. Manure shall not be spread within 200 feet of a waterway, stream, or body of water; and
 - d. Manure shall not be applied on more than 20 contiguous acres in a single application cycle.

Applications (manure/fertilizer/compost/other nutrients/pesticides and herbicides) to fields: (continued)

- e. An annual soil test must be performed in October or November, at least 6 weeks after any lime, fertilizer, or manure has been applied. The test must be done by the soil nutrient analysis lab at UCONN, UMASS, or CAES (CT Agricultural Experiment Station), in accordance with their specifications for sampling. Test results must include results for phosphorus. Results of the annual soil test shall be submitted to the Environmental Planner by each December 31st.
2. Applications of nutrients other than manure on those fields not subject to Wallingford Water Division Watershed Restrictions (Attachment I) or Aquifer Protection District Restrictions:
 - a. All applications to fields other than manure must be patented under a readily available commercial label, listing chemical composition, application rate, and method of application;
 - b. Applications of substances not patented under a commercial label may not be made without prior approval of the Environmental Planner.
3. Use of pesticides/herbicides on those fields not subject to Wallingford Water Division Watershed Restrictions or Aquifer Protection District Restrictions:
 - a. Applications must be patented under a readily available commercial label, listing chemical composition, application rate, and method of application.
 - b. Application of pesticides and herbicides may only be made in accordance with all applicable State Laws, and by a State-licensed and certified applicator as may be required by law.
 - c. Applications (pesticides, herbicides, etc.) shall be applied in accordance with manufacturer's instructions.
 - d. No Roundup shall be used; may substitute Rodeo or other glyphosate without surfactant, and no 'sticker'/oil/or other substance may be added.

Preservation of natural and cultural resources:

1. Lessee shall not alter or remove any existing stone walls, native trees, or native shrubs, except for permitted maintenance of access ways, field edges, hedgerows, and other areas as specified in General and Field-Specific Restrictions/Requirements.
2. Lessee shall not till or disturb soil any deeper than the necessary depth for planting on any crop area.
3. Lessee shall not dig on non-crop areas, except to reasonably repair damage caused by damaged trees within the lease area, per the General and Field-Specific Restrictions/Requirements regarding trees.

Gates and locks:

Gates and locks are the responsibility of the lessee. If a field does not have an existing gate, the lessee may install a gate, but barbed wire shall NOT be used. Prior to installing a gate, the lessee shall consult with the Environmental Planner as to location and method of installation.

B. Field-Specific Restrictions/Requirements – Hayfields 2A –14A –(the following are in ADDITION to the section, “A. General Field Restrictions/Requirements” above.

FIELD 2A (formerly *Fields 2A & 2B*) – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Watershed Restrictions: this field is subject to Watershed Restrictions - see Attachment I

Mowing:

Hay bales may be staged only on western edges of field parallel to North Branford Road.

Maintenance:

1. Wetland swale (see map) is to be mowed periodically as may be needed to keep woody growth down.

B. Field-Specific Restrictions/Requirements – Hayfields 2A –14A –(the following are in ADDITION to the section, “A. General Field Restrictions/Requirements” above. (FIELD 2A continued)

2. Maintenance Area along North Branford Road and adjacent to access near North Branford Road is to be mowed at minimum once annually as weather conditions permit (preferably in late winter) - see area depicted on Field Map. This area may contain Town drainage facilities for flows off North Branford Road.

Access way:

Access way to field is required to be kept open at all times all along its length to allow the Wallingford Water Division access from North Branford Road to Town reservoir land at rear (eastern edge) of field. Equipment shall be staged so that it does not block the access way. Unattended equipment may not be left in the access way at any time.

Hunting: Hunting is permitted per DEEP Permit-Required Hunting program October - February on most of Field 2A except the northern portion and the southern portion (from across from George Washington Trail south), in the designated DEEP Permit-Required Hunting program area with a daily permit. Parking for hunters is provided in the leased maintenance area (see Field Map for location).

FIELD 2C – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Watershed Restrictions: this field is subject to Watershed Restrictions - see Attachment I

Hunting – No hunting is allowed.

FIELD 3A – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Watershed Restrictions: this field is subject to Watershed Restrictions - see Attachment I

Maintenance:

1. Edge of field and hedgerows (around rocky areas/stone walls) are to be maintained to prevent vegetative encroachment onto hayfield and to keep hayfield area open.
2. Gate lock must be accessible by Wallingford Water Division. Lessee shall coordinate locks/keys with Wallingford Water Division at all times during the lease term.
3. In order to prevent unauthorized access to the adjacent reservoir, the gate to Field 3A must remain locked at all times, except when Lessee is present on the field. In no event shall the gate be left unlocked/unsecured overnight.
4. In the event of damage to the gate/lock that prohibits securing the same, the Lessee shall immediately repair the gate and secure it with a lock, and contact the Wallingford Water Division to arrange for shared lock combination and/or keys.

Hunting: No hunting is allowed.

FIELD 4B – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Watershed Restrictions: this field is subject to Watershed Restrictions - see Attachment I

Mowing: Restrictions to promote grassland bird breeding, as follows:

- a) mowing restricted to after grassland bird breeding season (July 15);
- b) mower to be set at 6” height;
- c) flushing bars to be employed to move birds;
- d) mowing to be conducted from center of field outward to allow birds to escape to adjacent areas.

FIELD 4B (continued)**Maintenance:**

1. Hedgerow along Whirlwind Hill Road is to be retained as a hedgerow to provide buffer for wildlife conservation (this area is not within lease area). Lessee is to trim/maintain hedgerow on field edge only, not street side of hedgerow.
2. "Maintenance Area" – yard in front of white barn (see Field Map for area) is included in lease area for mowing maintenance only. Mowing this area to be conducted a minimum of twice per growing season to maintain kempt appearance with final mowing to be completed in fall.
3. Southern portion of laneway is a maintenance area within the lease area and must be mowed at minimum once per year between July 15 and November 1st in any given year. Trim back hedgerows along sides of laneway to keep laneway open and control woody growth between laneway and hayfield. (Caution: Northern end of laneway -not in lease area - supports quicksand conditions.)

Hunting: No hunting is allowed.

FIELD 6D – the following are in addition to the section, "A. General Field Restrictions/Requirements"

Mowing: Field is required to be mowed at minimum one time per year.

Access: Access to hayfield is via access road off Cooke Road, over stream crossing, and hence to field road to hayfield. Access road use is shared with lessee of Field 6B. However, maintenance is the responsibility of lessee of Field 6D – see the following.

Maintenance:

1. Downed trees in access road and field road must be removed promptly by lessee of Field 6D.
2. Maintenance of both access road and field road is the exclusive responsibility of lessee of 6D.
3. Access road must be mowed at minimum once per year.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: No hunting is allowed.

FIELDS 7B, 7C, & 7D (*bid together*) – the following are in addition to the section, "A. General Field Restrictions/Requirements"

Access: Access to Field 7D is via Field 7C and access to Field 7C is via Field 7B on the farm road.

Maintenance:

1. Access road (off Anderson Road) and interior farm roads (see Field Map) are the responsibility of lessee to mow and maintain. If Field 7G is leased between October 1st and March 1st for sugar bush, then the access road from Anderson Rd. to the sugar bush (Field 7G), will be maintained by the lessee of Field 7G.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: Hunting is permitted per DEEP Permit-Required Hunting program October – February with a daily permit. No parking for hunters is provided on property.

FIELD 7H – the following are in addition to the section, "A. General Field Restrictions/Requirements"

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: Hunting is permitted per DEEP Permit-Required Hunting program October – February with a daily permit. No parking for hunters is provided on property.

FIELD 8A – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: No hunting is allowed.

FIELD 8B – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Maintenance: Lessee shall maintain designated “Maintenance Area” located along northern edge of field to control woody growth either by periodic cutting (mowing/brush hogging/etc.), or by selectively trimming woody growth.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: No hunting is allowed.

FIELD 9A – the following are in addition to the section, “A. General Field Restrictions/Requirements”

1. Mow “Maintenance Area” (see Field Map) off East Center Street once annually at minimum. Area may be used as a staging area.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: No hunting is allowed.

FIELD 9B & 9C (*bid together*) – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Access: Access to Field 9C is located at the southern end of Vietnam Veterans Memorial Park. Access to Field 9B is through Field 9C.

Impact of planned parking lot expansion:

1. Access of equipment to field may be temporarily restricted relative to the anticipated construction of a parking lot expansion planned at the southern side of Vietnam Veterans Memorial Park: during one of the following growing seasons 2014, or 2015. Lessee may be required to use alternate equipment access routes to access field for the remainder of the lease term. The Town will not be responsible for crop losses incurred as a result of possible restricted access but will consider rent reimbursement for permanent loss of crop area. Lessee will be required to mow field at end of season in the unlikely event that mowing was restricted from occurring earlier in season.
2. Should planned parking area expansion result in the loss of crop area, the Town will adjust the lease rent accordingly for the duration of the lease term.

Notification Regarding Blocked Access: Lessee is responsible to contact John Gawlak, Director, Park & Recreation Department, (203-294-2120) regarding notification of intent to mow field in advance so that Town may make arrangements to temporarily relocate portable restroom facilities which may be located at southern end of parking lot in front of access way to afford lessee clear access.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: No hunting is allowed.

FIELD 9D – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Maintenance:

Hedgerows along Tamarac Swamp Road are to be left intact on roadside to deter vehicle trespass. This area is not within lease area. Lessee is to maintain hedgerow on field edges only, not roadside edge.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: No hunting is allowed.

FIELD 10A – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Maintenance:

Hedgerow along Tamarac Swamp Road is to be retained as a hedgerow to provide buffer and deter vehicle trespass (this area is not within lease area). Lessee is to maintain hedgerow on field edges only, not roadside edge.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: Hunting is permitted per DEEP Permit-Required Hunting program October – February with a daily permit. No parking for hunters is provided on property.

FIELD 10B – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Maintenance:

1. Hedgerow along Tamarac Swamp Road is to be retained as a hedgerow to provide buffer and deter vehicle trespass (this area is not within lease area). Lessee is to maintain hedgerow on field edges only, not roadside edge.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: Hunting is permitted per DEEP Permit-Required Hunting program October – February with a daily permit. No parking for hunters is provided on property.

FIELDS 11A & 11B (*bid together*) – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Maintenance:

1. Hedgerow along Tamarac Swamp Road is to be retained as a hedgerow to provide buffer and deter vehicle trespass (this area is not within lease area). Lessee is to maintain hedgerow on field edges only, not roadside edge.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticide/herbicides in section A

Hunting: Hunting is permitted per DEEP Permit-Required Hunting program October – February with a daily permit. No parking for hunters is provided on property.

FIELD 12A – the following are in addition to the section, “A. General Field Restrictions/Requirements”

Maintenance:

1. Hedgerow along Tamarac Swamp Road is to be retained as a hedgerow to provide buffer and deter vehicle trespass (this area is not within lease area). Lessee is to maintain hedgerow on field edges only, not roadside edge.

Please see Applications to fields (manure/fertilizer/compost/other nutrients/pesticides/herbicides in section A

Hunting: No hunting is allowed.

FIELD 13A – the following are in addition to the section, “A. General Field Restrictions/Requirements”

July 4th: Hay required to be cut prior to Town July 4th Celebration event; use of knoll for pyrotechnics during event (Field 13A).

Maintenance:

1. Hedgerow along field by Hope Hill Road is to be retained along roadside (this is not a leased area) but is to be trimmed along the field side (this is a lease area) to maintain field area.

Wallingford Aquifer Protection District (APD) Restriction: Because field is located in APD, restrictions regarding field applications are as follows:

1. The use of pesticides and herbicides on this field is prohibited.
2. Use of manure is prohibited.
3. Regarding fertilization, the Wallingford Water Division has a concern for elevated levels of nitrate and nitrogen. Application of fertilizers on the field is prohibited without the express authorization of the Water Division. The procedure to obtain authorization is stipulated below and must be strictly adhered to.
4. Procedure to obtain authorization for proscribed fertilizer application:
 - a. Soil samples from the field should be collected by lessee and submitted to the CT Agricultural Experimental Station (CAES), 123 Huntington Street, New Haven. The samples should be collected as per Ag Station specifications and identified as soil that was collected from a hayfield located in the Town of Wallingford Aquifer Protection District. If commercial fertilization is desired, lessee should indicate to CAES a “slow release fertilizer” is requested to be recommended.
 - b. A copy of the recommendations forwarded to lessee by the CT Agricultural Experiment Station relative to fertilization within the Aquifer Protection District based on the soil test is to be provided to the Town Environmental Planner upon receipt.
 - c. The lessee shall submit in writing a request for approval to apply fertilizer to Roger Dann, General Manager, Water Division, 377 South Cherry Street, Wallingford, CT 06492, with a copy of the soil test results and the recommendations from the CT Agricultural Experimental Station and the type and amount of fertilizer proposed to be used by the lessee indicated. The Environmental Planner is to be copied this correspondence.
5. Applications of fertilizer shall be conducted only after the lessee receives Water Division approval in writing. Environmental Planner is to be copied that authorization.
6. Lime Application: the lessee may apply lime at rates and methods as per the CT Ag Station soil test recommendations once said report is submitted to Environmental Planner.
7. The lessee shall maintain records of the dates and amounts of lime and fertilizer applied to the field.
8. Copies of the above records are to be submitted to the Town Environmental Planner at the end of each year.

Hunting: No hunting is allowed.

FIELD 14A – the following are in addition to the section, “A. General Field Restrictions/Requirements”

NOTE – Field Parameters:

1. The Town reserves the right to fence in all or a portion of the property, particularly abutting the residential neighbor; and
2. The Town reserves the right to move the access driveway to another location. Further, the farmer is prohibited from using the neighboring property’s driveway located at 215 Main Street.

Maintenance:

Hedgerow along field edges may be trimmed to control woody growth and prevent incursion into crop areas or abutting property.

Wallingford Aquifer Protection District (APD) Restriction: Because field is located in APD, restrictions regarding field applications are as follows:

1. The use of pesticides and herbicides on this field is prohibited.
2. Use of manure is prohibited.
3. Regarding fertilization, the Wallingford Water Division has a concern for elevated levels of nitrate and nitrogen. Application of fertilizers on the field is prohibited without the express authorization of the Water Division. The procedure to obtain authorization is stipulated below and must be strictly adhered to.
4. Procedure to obtain authorization for proscribed fertilizer application:
 - a. Soil samples from the field should be collected by lessee and submitted to the CT Agricultural Experimental Station (CAES), 123 Huntington Street, New Haven. The samples should be collected as per Ag Station specifications and identified as soil that was collected from a hayfield located in the Town of Wallingford Aquifer Protection District. If commercial fertilization is desired, lessee should indicate to CAES a “slow release fertilizer” is requested to be recommended.
 - b. A copy of the recommendations forwarded to lessee by the CT Agricultural Experiment Station relative to fertilization within the Aquifer Protection District based on the soil test is to be provided to the Town Environmental Planner upon receipt.
 - c. The lessee shall submit in writing a request for approval to apply fertilizer to Roger Dann, General Manager, Water Division, 377 South Cherry Street, Wallingford, CT 06492, with a copy of the soil test results and the recommendations from the CT Agricultural Experimental Station and the type and amount of fertilizer proposed to be used by the lessee indicated. The Environmental Planner is to be copied this correspondence.
5. Applications of fertilizer shall be conducted only after the lessee receives Water Division approval in writing. Environmental Planner is to be copied that authorization.
6. Lime Application: the lessee may apply lime at rates and methods as per the CT Ag Station soil test recommendations once said report is submitted to Environmental Planner.
7. The lessee shall maintain records of the dates and amounts of lime and fertilizer applied to the field.
8. Copies of the above records are to be submitted to the Town Environmental Planner at the end of each year.

Hunting: No hunting is allowed.

FOR INFORMATIONAL PURPOSES ONLY:**FARMLAND LEASE**

THIS INDENTURE made this ____ day of _____, 2013, by and between the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, and exercising its municipal functions in the Town of Wallingford, County of New Haven and State of Connecticut, hereinafter called “Lessor”, acting herein by William W. Dickinson, Jr., its Mayor, duly authorized by a vote of the Town Council of the Town of Wallingford on _____, 2013; and (NAME OF FARM OR ENTITY) of the Town of _____, County of _____ and State of Connecticut, hereinafter called “Lessee”;

W I T N E S E T H:

That the Lessor has leased and does hereby lease to the Lessee those certain pieces or parcels of land located in the Town of Wallingford, County of New Haven and State of Connecticut, as more particularly described below and as shown on the “Town of Wallingford Farmland Lease Program Properties” Maps attached hereto and made a part hereof, subject to utility and other easements that may exist:

<u>Field</u>	<u>Location</u>	<u>Acreage</u>
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The term of this lease shall be from _____, 2014 to December 31, 2018, (five-year term).

The annual rent, payable upon execution of this lease, shall be:

<u>Field:</u> _____	<u>Annual Rent</u> _____
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It is hereby understood that the leased premises are to be used by the Lessee only for the following agricultural purposes:

<u>Field</u>	<u>Crop/Use</u>	<u>Restrictions/Requirements</u>
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Lessee covenants and agrees to:

1. Not sublease or otherwise allow others to use the property without the Lessor’s written consent;
2. Pile stones removed from any field around the perimeter of that field in piles not to exceed three feet in height and not around trees;
3. Use the designated access shown on the “Town Farmland Lease Program Properties” Map, attached hereto, and not construct any new access ways to any field;
4. Allow members of the general public reasonable access for the purposes of bird watching, hiking, horseback riding, hunting, or fishing (only as allowed per town and/or state regulation);
5. If a USDA-NRCS or other formal Conservation Plan was submitted for a particular field with the bid proposal, use the USDA-NRCS Conservation Plan and follow Best Management Practices for Agriculture during the term of the agreement, including, at a minimum, adherence to the items referenced in the “Restrictions/Requirements” as referenced above for each parcel, and attached hereto;

6. If a USDA-NRCS or other formal Conservation Plan was not submitted with the bid for the particular field, follow best management practices for agriculture in accordance with the CT Department of Agriculture and CT DEEP during the term of the lease, including, at a minimum, adherence to the items referenced in the "General Restrictions/Requirements" AND the "Field-Specific Restrictions/Requirements" as referenced above and attached hereto;
7. Not use canary grass or any other potentially invasive plants;
8. Not install any signage unless expressly permitted by the Lessor;
9. Not remove any trees, shrubs or stonewalls, except Lessee may, if desired, treat or remove plants, shrubs or trees designated as "invasive species" per the State of Connecticut, in accordance with the "Restrictions/Requirements", as referenced above and attached hereto;
10. Not remove or install any fixtures, structures, or fences, either permanent or temporary. If a field does not have an existing gate, the lessee may install a gate, but barbed wire shall NOT be used. Prior to installing a gate, the lessee shall consult with the Environmental Planner as to location and method of installation.
11. Not cultivate for harvest within 25 feet of a water body or watercourse;
12. Not dredge, alter, draw from, or drain into, any farm pond, stream, drainage way, channel or swale without the express written permission of the Wallingford Conservation Commission and any permits as may be required from the Inlands Wetlands and Watercourses Commission;
13. Not alter any paths, horse trails, or other existing features without the express written permission of the Wallingford Conservation Commission and any permits as may be required from the Inlands Wetlands and Watercourses Commission;
14. Notify the Environmental Planner of erosion issues as they arise and take immediate measures to effectively control the erosion to the satisfaction of the Environmental Planner; and
15. Provide updated contact information (at a minimum, Lessee's phone number, mobile phone number, and address) to the Environmental Planner in a timely manner throughout the lease term.

The Lessor may make periodic inspections of the leased premises to insure compliance with the foregoing, and the Lessee agrees to comply with any reasonable recommendations of the Lessor designed to insure the continued arability of the soil and the protection of the Lessor's water resources.

The Lessor reserves the right to enter the leased premises at any time for the purpose of public safety, erosion control, or for the purpose of maintaining, inspecting, repairing, and replacing any drainage or utility pipes, together with installing necessary fixtures and appurtenances. In the performance of such purpose, the Lessor will work to minimize any damage to growing crops and will bring the premises back to level ground at any time it is necessary to disturb the surface thereof.

Lessee agrees to maintain in force during the term of the lease insurance for workers' compensation, bodily injury liability and property damage liability covering the Lessee's farming operations naming the Lessor as an additional insured on said policies. The minimum coverage amounts shall be as follows: \$1,000,000.00 for general aggregate and occurrence aggregate; \$1,000,000.00 for automobile liability and workers' compensation as per Connecticut statutes. Lessee further agrees to provide copies of said policies to the Lessor.

Lessee further covenants and agrees that if Lessee shall use the leased premises for any purpose or in any manner other than that herein authorized; or shall fail to use it for agricultural purposes as specified in the bid proposal; or breach any express covenant, term, restriction or condition contained herein; or make any alteration therein without express written approval of the Lessor; or commit waste or suffer the same to be committed on said premises; or injure or misuse the same; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry,

may recover possession thereof in the manner prescribed by the statute relating to summary process; it is being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry, is hereby expressly waived by the Lessee.

And it is further agreed between the parties that, whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations herein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process. However, in the event that this Lease terminates by lapse of time, and the Town of Wallingford has not completed its bidding/lease renewal process in time to have a new lease/lessee under contract, this Lease may, by mutual agreement of the Lessor and Lessee, be continued on the same terms and conditions on a month-to-month basis until terminated on 30 (thirty) days' notice by either party.

And it is further agreed between the parties hereto that the Lessee is to comply with and conform to all the laws of the State of Connecticut and the by-laws, rules and regulations of the Lessor within which the premises hereby leased are or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open for inspection by said Lessor or its agents.

And the Lessee covenants and agrees that, in the event the Lessor is required to employ an attorney in order to enforce any provision of this Lease, the Lessee shall pay a reasonable attorney's fee in connection with any such enforcement work.

This Lease may be terminated by either party hereto upon 15- days, notice to the other, which notice shall be in writing. Upon such termination, crops may be harvested with consent of Lessor.

And it is further agreed between the parties hereto and expressly understood that this Agreement shall terminate upon the death of the Lessee or upon said Lessee discontinuing the use of said leased premises for agricultural purposes; provided, however, that the heirs or agents of the Lessee shall have the right to complete the harvesting of any and all existing growing crops. Said heirs or agents shall be required to abide by all the terms of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate of the same tenor and effect the day and year first above written.

*Signed, Sealed and Delivered
In Presence Of:*

LESSOR:
TOWN OF WALLINGFORD

BY: _____
WILLIAM W. DICKINSON, JR. - Mayor

Witness

LESSEE:
(NAME OF FARM)

Witness

BY: _____

BID PROPOSAL PART B**Page 1 of 2**

The undersigned _____, doing business in the City/Town of _____, submits herewith, in conformity with the general terms and conditions and specifications for the above mentioned public bid, the following proposal for: **Leasing of Town Owned Open Space for Agricultural Purposes, 22 Fields**

The 22 Fields are split up into 18 categories. See Field-specific Restrictions/Requirements listed for each Field by Field Number on pages 14-23.

Amount Offered To Town per Year per Category

Cat.	Location	Field #	Total Acres	Crop Acres	Date of Award-12/31/14	01/01/15-12/31/15	01/01/16-12/31/16	01/01/17-12/31/17	01/01/18-12/31/18
C	75 No. Branford Road.	2A (formerly 2A & 2B)	33.4	32.6	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
D	75 No. Branford Road	2C	4.1	4.1	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
E	East Center Street	3A	26.6	26.6	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
F	1390 Whirlwind Hill Road	4B	14.3	13.3	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
I	200 Northford Road (off Cooke Rd.)	6D	8.0	7.5	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
K	Anderson Road	7B, 7C & 7D	7.9	7.9	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
N	Maltby Lane	7H	4.5	4.5	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
O	East Center Street (access off Northford Rd.)	8A	3.1	3.1	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
P	80 Tyler Mill Road	8B	9.9	9.1	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
Q	East Center Street	9A	5.4	5.2	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.

BID PROPOSAL PART B**Page 2 of 2****Amount Offered To Town per Year per Category**

Cat.	Location	Field #	Total Acres	Crop Acres	Date of Award-12/31/14	01/01/15-12/31/15	01/01/16-12/31/16	01/01/17-12/31/17	01/01/18-12/31/18
R	East Center Street (access from Vietnam Vets Park)	9B & 9C	7.2	7.2	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
S	Tamarac Swamp Road	9D	3.4	3.4	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
T	35 Tamarac Swamp Road	10A	6.4	6.4	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
U	35 Tamarac Swamp Road	10B	8.5	8.5	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
V	Tamarac Swamp Road	11A & 11B	11.6	11.6	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
W	70 Tamarac Swamp Road	12A	12.7	12.7	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
X	141 Hope Hill Road	13A	7.8	7.8	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.
Y	205 Main St, Yalesville	14A	4.8	4.8	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.	\$ Yr.

TERMS:		
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Company Name	Date	Phone	
Address	City	State	Zip Code
Name (Print)	Title		
Sign	Receipt Of Addenda Is Acknowledged (If Applicable):		
	No.	Date	No. Date

<p style="text-align: center;"><u>EXCEPTIONS</u></p>

The undersigned bidder proposes the following exceptions for Leasing of Town Owned Open Space for Agricultural Purposes, 22 Fields.

Exceptions will be considered to the product or service specifications only. All other conditions or agreements submitted in response to the bid, unless specifically requested, will be rejected.

Any and all price changes related to these exceptions are specifically stated herewith.

Exception

Price Change
(Show + or -)

_____	_____
Name (Print)	Phone
_____	_____
Sign	Date
_____	_____
Title	

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ATTACHMENTS I-IV

Criteria for Acquisition of Open Space Outlined in State Statute

Preserving critical lands as open space is a priority in Simsbury. Open space is considered land which is protected from development and preserved in the current state. Areas set aside as open space could be used for passive recreation (such as hiking trails or similar low impact activities). The 2017 Plan of Conservation and Development provided an inventory of the existing areas which are considered to be open space.

State Statute provides the Town guidance for criteria which should be considered when purchasing land for open space purposes. CGS § 12-107b defines open space purchased pursuant to CGS § 7-131c as:

“...any area of land, including forest land, land designated as wetland under section 22a-30 and not excluding farm land, the preservation or restriction of the use of which would (1) maintain and enhance the conservation of natural or scenic resources, (2) protect natural streams or water supply, (3) promote conservation of soils, wetlands, beaches or tidal marshes, (4) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open spaces, (5) enhance public recreation opportunities, (6) preserve historic sites or (7) promote orderly urban or suburban development”

Level 1: Existing Open Space

- Parks, forests and select spaces
- Major preserves owned by quaspublic entities
- Class I water supply lands owned by the state or utilities

Level 2: Preservation Areas

- Class I watersupply lands not owned by the state or utilities
- Floodways and wave hazard areas
- Inland wetland soils
- Tidal wetlands
- Areas designated open space on local plans
- Existing waterbodies
- Agriculture lands for which the state holds the development rights

Level 3: Conservation Areas

- Class II water supply lands
- Level A aquifer protection areas and some level B areas)
- 100-year flood fringe areas
- Scenic and recreation river corridors
- Significant sand and gravel resources
- Prime agricultural lands
- Historic areas
- Traprock ridges
- Greenways and scenic areas
- Conservation easements

The State's Plan of Conservation and Development Plan lists several types of land with open space characteristics suitable for preservation. It categorizes three levels of conservation priority and describes land in each. Table 1 lists its definitional criteria:

STATE PROGRAMS ENCOURAGING OPEN SPACE

Several programs and policies encourage state and municipal open space preservation and conservation in Connecticut.

The Recreation and Natural Heritage Trust Program

The Recreation and Natural Heritage Trust Program, established in 1986, authorizes the DEP to acquire open space lands outright or in cooperation with municipalities, conservation organizations, or other parties (CGS § 23-73-80). It is the DEP's largest land acquisition program. The lands must represent the state ecological diversity for recreation, scientific, education, culture, and esthetic purposes as well as land of unusual natural interest. To date DEP has acquired over 11,411 acres and 387 acres of easements under the program at a cost of approximately \$53 million. PA 98-157 made several changes to the program. Most importantly it authorizes the bonds for the program to be issued semiannually rather than requiring issuing bonds for each parcel (a time consuming and expensive process).

The Protected Open Space and Watershed Land Acquisition Grant Program

PA 98-157 establishes a new open space program called the Protected Open Space and Watershed Land Acquisition Grant Program. The program helps (1) municipalities and nonprofit land organizations acquire land or permanent interests in it, (2) water companies acquire land that protects drinking water supplies, and (3) distressed municipalities and targeted investment communities restore or protect open space land they already own. The act sets land eligibility criteria and future use restrictions and requires all land purchased through the program to have a conservation easement in favor of the state or its designee. Land acquired under the program must generally be protective of wildlife habitat, prime natural landscapes, fishing and recreation opportunities, water resources, or other important ecological or agricultural resources. The land must not be used for commercial or recreational purposes requiring intensive development.

The Farmland Preservation Program

The Farmland Preservation Program, established in 1978, authorizes the Department of Agriculture (DOA) to purchase the development rights of existing farms (CGS § 22a-26aa). Purchasing the development rights allows the state to prevent nonagricultural development on the land and to preserve the pastures, woods, and open areas for the benefit of future

generations while leaving the operation and management of the land to the owner. The DOA has acquired 169 farms consisting of 25,408 acres.

The 490 Program

The 490 Program, established by PA 63-490, is an agricultural land and open space conservation program that allows municipalities and property owners to designate certain lands as farm, forest, or open space and reduce the taxes on the land according to valuation guidelines set by DOA. The program recognizes that it is in the public interest “to encourage the preservation of farm land, forest land, and open space...to conserve the state's natural resources and to provide for the welfare and happiness of the inhabitants of the state... [and] to prevent the forced conversion of farm land, forest land and open space land to more intensive uses as the result of economic pressures caused by...property taxation...” (CGS §12-107a).

Farms, Fruit Orchards, and Vineyards

Municipalities may, with the approval of their legislative bodies, and boards of finance, abate up to 50% of the property taxes on certain farms and vineyards maintained as a business (CGS § 12-81m). The following types of properties are eligible (1) dairy, vegetable, nursery farms, and tobacco; (2) fruit orchards; and (3) farms using nontraditional farming methods.

Greenways

The Greenways program, established in 1995, allows the DEP to make grants of up to \$5,000 to towns or organizations (up to a total of \$50,000 per year) to plan, design, and implement greenway projects (CGS § 23-100). The money cannot be used to acquire the land, but the projects are eligible for other state funds and federal Intermodal Surface Transportation Efficiency Act funds.

Land Acquisition Funds

A municipality may establish a land acquisition fund and deposit up to 2 mils of its property tax assessment into the fund (CGS § 7-131r). The fund may be used to acquire land for open space, recreation, or housing.

The Forest Legacy Program

The Forest Legacy Program, established in 1990, is a cooperative federal program administered by the DOA that provides federal matching funds to acquire forestlands or development rights for acreage that may be threatened by conversion to non-forest uses.

Cluster Development and Transferable Development Rights

Local planning and development controls can significantly contribute to open space preservation. Cluster development and transferable development rights (TDR) are important zoning powers that give municipalities planning flexibility to achieve important environmental and public health goals (like open space, wetlands, and historical preservation, sanitary sewerage planning, and ground water protection) while facilitating development within the development density of conventional zoning requirements.

Cluster development is a method of subdivision planning that clusters the dwellings and structures in one area of the subdivision and leaves the rest of the area undeveloped. It allows the developer to preserve the most vulnerable or critical area of the parcel and to build on the portion best suited for dwellings; it also can be used to minimize the portion of the parcel that will be cleared and minimize the area of impervious surfaces. By law at least one-third of the land in a cluster development must remain as open space to be used exclusively for recreational, conservation and agricultural purposes, although municipalities may require more than one-third on any particular development (CGS § 8-18).

TDR systems allow owners in designated preservation areas to sell the rights to their forgone development to owners in designated development areas who want to exceed regular zoning limits. Municipalities may singly or jointly establish a TDR system and adopt special zoning regulations for properties in the system (CGS § 8-2, 2e, and 2f).

Objectives in Preserving Open Space

One of the goals in the 2017 Plan of Conservation and Development was to maintain an appropriate balance between the use of land and the conservation of natural resources. Another goal from the plan is to preserve open space to protect important resources, enhance community character, and enhance quality of life.

Considering the goals and objectives cited from the 2017 Plan of Conservation and Development. Each property is considered unique however reasons for conservation are not. When the Town of Simsbury is considering acquiring a property for open space purposes, the following will be considered:

- **Protection of surface water quality**
- **Enhance connection to existing open spaces**
- **Create trail linkages between isolated open spaces**
- **Enhance wildlife corridors between open space parcels**
- **Protect critical habitat, importance placed on areas which provide habitat to endangered or threatened species as defined on Connecticut Natural Resource Database and/or federally recognized species**
- **Protect public drinking water (aquifers or reservoirs)**
- **Protect natural drainage pattern and manage storm water**
- **Protect lands of social or cultural importance**
- **Provide sites for active**

- **Provide sites for passive recreation**
- **Protect the municipality's unique natural features that help define a community's character**
- **Preserve prime agricultural lands/soils**
- **Preservation of areas of core forests**
- **Prevention against term soil erosion**
- **Promote and preserve of old and older growth forests**