

**TOWN OF NORWELL
CONSERVATION COMMISSION**

*345 Main Street
Norwell, MA 02061-0295
(781) 659 - 8022*

**REQUEST FOR FARM USE PROPOSALS FOR THE WHITING FIELDS IN
NORWELL MA**

The Norwell Conservation Commission is looking for Farm Use Proposals to rehabilitate and maintain approximately 10.7 acres of hay fields off Main St in Norwell. This property was brought for its historic nature and to preserve open space, with 115 acres, including the fields, under the stewardship of the Conservation Commission. The Commission is looking for plans of how the fields will be rehabilitated, maintained, and managed going forward. Approximately 5,200 ft of stone walls are either to be maintained by the farmer, or pay \$1 per linear foot for the Commission to maintain them. The license would be for 3 years with an annual 1 year extension if the farmer is within good standing.

Property Name:	Whiting Fields at Carleton
Location:	Corner of Main St and Lincoln St
Fields and Acreage:	Field 1 (1.7ac), Field 2 (3.0ac), Field 3 (2.5ac), Field 4 (3.5ac).
Due Date for Proposals:	Friday December 8, 2023 at 12:00 PM
Site Visit Date & Time:	Tuesday November 21, 2023 at 2:00 PM
License Begin Date:	January 1, 2024

Submit proposals to:

Name & Title:	Will Saunders, Conservation Agent
Town Department:	Conservation Commission
Mailing Address:	345 Main St, Room 112, Norwell, MA 02061
E-Mail Address:	wsaunders@townofnorwell.net
Telephone Number:	(781) 659-8022

CONTENTS OF QUOTE PACKAGE

- 1) Property Details
- 2) Requirements of the Farmer
- 3) Farm Use Plan (To be filled out and returned)
- 4) Routine Soil Analysis Data
- 5) Sample License (Do not fill out)
- 6) Reference Form
- 7) Figure 1- Plan of Land

Property Details

The Carleton Property is a 124 acre property that is located in the heart of Norwell. The property was purchased by the Town with Community Preservation Act money in 2018 to preserve the open space, historic nature, active agricultural, and create affordable housing. 115 acres of land, including the Whiting Farm Fields, were placed under the stewardship of the Conservation Commission in 2021. The Commission has been working to improve access to the property, create new trails, restore the farm field edges, and reclaim the stone walls. There are four active hay fields that make up the Whiting Fields. Field 1 is approximately 1.7 acres on the north side of Lincoln St. Field 2 is approximately 3.0 acres on the north side of the corner of Lincoln St and Main St. Field 3 is approximately 2.5 acres on the north side of Main St. Field 4 is approximately 3.5 acres on the south side of Main St (See Figure 1). The fields had been farmed privately until the town brought the property, at which time the existing farmer was given a license to continue maintaining the fields for four years. The fields have been historically hayed for decades and are an iconic landscape as residents approach downtown from the west. The Commission is seeking a farmer to maintain and work the hay fields on behalf of the Commission.

The fields will require rehabilitation to be restored to their full potential (see attached soil test). This will be required of the farmer to do, but the process would be up to the farmer. There are no utilities or structures on site. This is a historic, highly visible site, that the community wants to maintain its landscape. All fields have road access, and there is a small flat area to park a few cars at the corner of Main St and Lincoln St. The fields are surrounded by approximately 5,200 linear feet of historic stone walls. The stone walls need to be kept free of vegetation and maintained. The farmer will have the option to maintain the stone walls themselves, or pay a fee to the Commission of \$1 per linear foot for the Commission to hire a third party to maintain the stone walls.

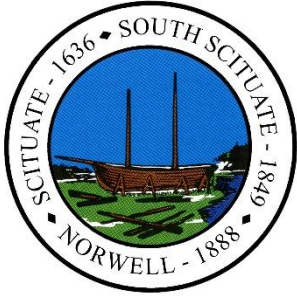
Interested farmers should submit and detailed Farm Use Plan (see attached) for the use of the hay fields. This will require a plan for rehabilitation of the fields, equipment, personal on site, fertilizers and chemicals, and any additional information. The Commission will review the plans and may invite farmers to come before Commission in public meeting to discuss their plans. The Commission will then choose a farmer based on their plans and the requirements in the next section. Said farmer will be given a 3-year license (see attached sample) with a yearly extension of the 3 year license, if the farmer is in good standing. The license would have a start date of January 1, 2024.

A site visit will be held on Tuesday November 21 at 2PM. Please confirm attendance with Will Saunders. Attendance is not mandatory, and individual site visits could be scheduled if the farmer cannot make the site visit. Plans are due to the Commission by Friday December 8, at

12pm. They can be mailed (have to be received by the date listed) or emailed to Will Saunders. Any questions or for more information, please call the Conservation Office at 781-659-8022.

Requirements of Farmer

1. The farmer shall provide a brief history of past experiences and where they have farmed.
2. The farmer shall provide 3 references for the Commission to verify.
3. The farmer must have own capital to work on the property. All work and material are at the farmer's expense.
4. Farmer is responsible for all regulatory permits that may be needed to perform the activities intended.
5. Farmer is to provide all equipment needed to maintain the fields.
6. Farmer is to have general liability insurance with coverage limits of not less than \$1,000,000 for bodily injury/property damage combined from any one occurrence, and \$1,000,000 umbrella liability policy as well as workers' compensation insurance in the appropriate statutory amounts. The general liability and umbrella liability insurance shall include the Town of Norwell as an additional insured thereunder.
7. The farmer is to come up with a plan for rehabilitating the fields, which will be approved by the Commission.
8. The farmer is responsible for either maintaining and keeping the approximately 5,200 linear feet of historic stone walls free of vegetation, or paying a fee to the Commission of \$1 per linear foot for the Commission to hire a third party to maintain the stone walls.



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LAND USE PROPOSAL FORM

EFFECTIVE DATE (ONE YEAR – 2024)

(Use additional pages as needed or type into this form and email back)

Plan for Rehabilitation of the Field:

Please list your plans for the upcoming year (including equipment, personal, etc.):

Type of crops to be grown (as applicable):

Other uses of fields proposed:

List all potentially anticipated pesticides, insecticides, fertilizers, herbicides or chemicals to be applied to any field, crop, or stonewall. The Commission must be notified 48 hours before application of any chemicals to be applied to anywhere throughout the year. Identify the field or stonewall, the location within the field, the anticipated date of use, the amount of application, and the application method on the attached Notification Form.

Required Mandatory Maintenance: All farm field edges, including stone walls, must be maintained, cleaned, and cleared at a minimum of 2 times per year. Stonewalls must be kept cleared inside and out. Please indicate if you will be taking on this responsibility or electing to pay the fee of \$1 per linear foot for the Commission to hire a third party. Please see above if requesting to use herbicide as part of maintenance. Field edges and stonewalls may need additional maintenance, this is the responsibility of the farmer.

Other pertinent information:

Farmer/Licensee

Date

Email or hand deliver Land Use Proposal and Notification Forms to the Conservation office. Email addresses are wsaunders@townofnorwell.net and mschmid@townofnorwell.net:

Chemical, Pesticides, Insecticides, Fertilizers, Herbicides Notification Form

Anticipated date of use:

Field or stonewall to be treated:

Clearly describe the location within the field:

Product to be applied (please include MSDS sheets):

Quantity of product / application rate:

Recommended application rate:

Application method:

Farmer name and signature

Date

Sample Only----DO NOT FILL OUT

Please review carefully.
Selected Contractor will be required to Sign this contract, and provide evidence of insurance as described below.

LICENSE AGREEMENT

_____ Property

THIS LICENSE AGREEMENT is entered into by and between the Town of Norwell acting by and through its Conservation Commission (collectively “Norwell”), and _____ (“ the Farmer”) for the use on a license-only basis, a certain parcel of land on _____ hereto as Exhibit A and is referred to herein as the _____ “Property.”;

WHEREAS the Town of Norwell is the owner of the _____ Property located _____ in Norwell, Massachusetts;

WHEREAS the Farmer has requested the right to use the vacant land known as the “Property” for farm purposes, including _____;

WHEREAS Norwell is amenable to permitting said use in furtherance of the mutual interests in the long term health and productivity of this historic, agricultural land and related features of the Property, provided that the Farmer commits to maintaining and operating the Property according to the highest standards of stewardship and maintaining or paying for the maintenance of the stonewalls abutting the Property;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipts and adequacy of which is hereby acknowledged by the parties, Norwell and the Farmer agree as follows:

1. Term. Unless as otherwise set forth herein, the term of this license shall be for a term of three (3) years from January 1, ____ to December 31, _____. The Conservation Commission will take a formal vote after reviewing the Farm Use Plan, yearly by March 1, to approve the farm use plan and extend the license by one year.

2. License Fee. For the use of the Licensed Premises, the Farmer shall perform certain site improvement work on the Licensed Premises. All such work shall be described in a written narrative (including a start and completion date) and include, where applicable in the opinion of the Conservation Commission, site or reasonably descriptive sketch plans acceptable to Norwell depicting the proposed

work and be approved in advance of the commencement of any such work. This narrative shall be incorporated in this agreement when approved by Norwell and the Farmer.

3. All equipment kept at the property by the Farmer at their sole risk of damage or loss from fire, theft or other casualty of any nature or type, except by gross negligence by Town. The Farmer shall also be responsible to immediately report to Norwell any damage to Norwell property and shall be responsible to reimburse Norwell for the cost to repair any and all damage to said Licensed Premises caused by the Farmer or persons working on the Farmer's behalf or by the actions or omissions of the Farmer and/or persons working on the Farmer's behalf.

4. Permitted Uses. The Farmer may use the land for the following Permitted Uses:

- a. The Farmer shall be permitted to use the Premises for all agricultural and horticultural uses, including: planting, cultivating, harvesting and maintaining crops; application of soil amendments; organic pest and weed management; routine maintenance and storage of tools and equipment; composting; post-harvest washing, cooling, sorting, packing, preparation and distribution of crops; management of brush, field edges, roads; and any and all other uses reasonably related to the successful operation of a farm.
- b. The Farmer shall have no obligation to obtain prior approval for the use of routine farm equipment or plant support devices such as coverings, trellises, stakes or other plant support or pest control devices in keeping with a farm operation; however the Farmer must seek permission to erect and maintain temporary structures on the Property including but not limited to green houses, out-houses, hoop-houses, fencing, irrigation systems, sheds, shelters, refrigeration and solar equipment, provided that all such structures shall be approved in advance by the respective Norwell entity/board/commission, prior to their construction or placement on the Property.
- c. The Farmer shall be permitted to post and maintain in good condition reasonable and appropriate signage on the Property, provided that such signage is clearly visible from either _____ Street and that the Farmer shall obtain the prior consent of Norwell Town Administrator and obtains the required permits from the Building Department.
- d. The Farmer shall at all times abide by all applicable state, local, and federal laws, ordinances and regulations.

The Farmer shall, in addition to any other obligations set forth in this agreement, undertake to do the following on the vacant land licensed to it: (a.) maintain the soil pH to grow crops satisfactorily; (b.) make reasonable efforts to prevent erosion; (c) keep fields free from litter; (d) use fertilizer and lime in accordance with guidelines provided by the Conservation Commission and make a special effort to use organic, earth friendly products; (e) use pesticides if required but only in accordance with Massachusetts Application Guidelines provided before such use reasonable effort shall be made to substitute organic friendly products; and (f) notify the Conservation Commission as soon as possible if it becomes

necessary to use methods or materials which differ from those listed on the land use proposal previously submitted to and approved by the Commission.

5. Maintenance and Condition of Premises:

- a. The Farmer shall accept the Premises in their "as is condition."
- b. The Farmer shall be responsible for the routine maintenance of the Licensed Premises including, without limitation, performing minor repairs to equipment used, maintaining the natural aesthetic of the Premises in good and orderly condition, including without limitation the stone walls, free and clear of rubbish and debris and consistent with applicable laws and ordinances.
- c. The Farmer shall improve the farmlands every year. The land shall not be degraded or overused without appropriate replenishments. Property shall be used and kept for sustainability to preserve the natural resources for generations to come.
- d. The Farmer shall not introduce invasives. Any invasives will be removed immediately and appropriately.
- e. Upon the termination of this License, the Farmer shall remove all improvements on the licensed Property installed or constructed by the Farmer and shall return the Property to the condition it was in prior to License commencement, normal wear and tear excepted.

6. Pesticide/Fertilizer/Fungicide Use. Norwell reserves the right to limit pesticide, fertilizer or fungicide use or other farm practices which in the reasonable discretion and opinion of Norwell and/or its Board of Health will result in environmental damage or degradation to the Property or to natural resources. Norwell would prefer the use of organic materials if possible.

7. MSDS Sheets. The Farmer shall maintain at the Licensed Premises so-called Materials Data Sheets (MSDS Sheets) for any time period which the farmer is using or has used the Licensed Premises which describe the past and present uses of any and all fertilizers, pesticides, herbicides or other materials stored or used on or about the Licenses Premises. Said MSDS Sheets shall be available for inspection by Norwell at all reasonable times upon request.

8. Hazardous Materials. The Farmer shall: (i) comply with all local, state, and federal environmental laws with respect to the Licensed Premises, and (ii) not store (except in compliance with all Environmental Laws pertaining thereto), dispose of, or release any hazardous materials on the Licenses Premises. The Farmer also covenants and agrees, at its sole cost and expense, for the time period that the Farmer has used or is using the Licensed Premises, to indemnify, defend (at trial and appellate levels, and with attorneys, consultants and experts reasonably acceptable to Norwell) and hold Norwell harmless from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses,

judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Norwell or the Licensed Premises and arising directly or indirectly from or out of the Farmer's use of the Licensed Premises (but, in each case, excluding the acts or omissions of Norwell and its agents, employees or contractors pursuant to its self-help rights): (A) the release or threat of release of any hazardous materials on, in, under or affecting all or any portion of the Licensed Premises, (B) the violation of any environmental laws by the Farmer or anyone claiming under the Farmer relating to or affecting the Licensed Premises, (C) the failure of the Farmer or any person holding under the Farmer to comply fully with the terms and conditions of this paragraph; or (D) the enforcement of this paragraph. Norwell's rights under this paragraph shall be in addition to all other rights of Norwell under this License Agreement and shall survive the termination of this License Agreement.

9. Equipment. A listing of that equipment which the Farmer intends to keep on the Property shall be provided to the Conservation Commission. All equipment kept at the property is kept there by the Farmer at its sole risk of damage or loss from fire, theft or other casualty of any nature or type (except by gross negligence of Norwell). The Farmer shall also be responsible to immediately report to Norwell any damage to Norwell property and shall be obligated to reimburse Norwell for any cost to repair damage to any buildings or Norwell property (except normal wear and tear) caused by the Farmer, persons working on its behalf or their members, agents, servants, employees and representatives.

10. Information. For the Commission to consider extending the license for an additional term(s), the extension shall be reduced to writing and the Farmer will submit the following on or before December 1st of the year preceding the start of the new license period to the Conservation Commission:

- a. Land use record for the past growing season;
- b. Farm Use Plan for the coming growing season including planned crops; planned use of fields; chemical, fertilizers, pesticides, etc.; and,
- c. A listing of all farm equipment owned by the Farmer used or stored at the property.

11. Indemnity and Insurance.

The Farmer agrees to indemnify and hold harmless Norwell from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage of injury to persons (including loss of life) or Property which may arise or be claimed to have arisen as a result of or in connection with the occupancy. The Farmer, shall, in addition and at its sole expense, provide and maintain in force during the entire Term of this License, and any extension or renewal hereof, general liability insurance with coverage limits of not less than \$1,000,000 for bodily injury/property damage combined from any one occurrence, and \$1,000,000 umbrella liability policy as well as workers' compensation insurance in the appropriate statutory amounts. The general liability and umbrella liability insurance shall include the

Town of Norwell as an additional insured thereunder. The Farmer shall provide that it not be canceled without at least thirty (30) days prior written notice to Norwell. The original of each such policy of insurance or certificates of insurance naming Norwell as additional insured thereof shall be delivered by the Farmer to Norwell upon License execution by the Farmer. The Farmer shall also deliver a new certificate of insurance ten (10) days prior to the expiration of such original policy or any replacement policy.

12. Default; Norwell's Cancellation or Termination of Agreement. The Farmer shall be in default of this License upon the occurrence of any of the following events:

- a. if the Farmer shall neglect or fail to perform or observe any of the other covenants or undertakings herein on its part to be performed or observed (other than those set forth in this paragraph 12.h or 12. i.) and such neglect or failure is not cured within thirty (30) business days after receipt of Norwell's notice; or
- b. if proceedings for corporate or other reorganization or arrangement under the bankruptcy laws of the United States, or any laws amendatory thereof or supplemental thereto, shall be filed by the Farmer; or
- c. if any other proceedings are instituted by the Farmer under the bankruptcy laws, or any laws amendatory thereof or supplemental thereto; or
- d. if any other proceedings shall be instituted against the Farmer under bankruptcy laws or any insolvency law and not be dismissed within thirty (30) days; or
- e. if the Farmer shall execute an assignment of its Property for the benefit of its creditors; or
- f. if a receiver or other similar officer for the Farmer shall be appointed and not be discharged within thirty (30) days; or
- g. if the estate hereby created shall be taken by execution or by other process of law and is not redeemed by the Farmer within thirty (30) days thereafter; or
- h. failure to adhere to any farm practice when in the opinion of the Conservation Commission, such failure could materially reduce the quality of the land for agricultural use and such neglect or failure is not cured within (30) days after receipt of Norwell's notice;
- i. the lapse of any insurance coverage required hereunder; or
- j. any unlawful or illegal activities being conducted on the Property by the Farmer or persons acting under the Farmer's direct or indirect control.

If the Farmer is in default, then, except in the case of a default under clause a., h., or i. above in which event this License shall terminate automatically, Norwell may, immediately or at any time

thereafter (notwithstanding any waiver of any former breach or waiver of the benefit hereof, or consent in a former instance), and without demand or notice, in person or by agent or attorney, enter the Licensed Premises or any part thereof and repossess the same as of its former estate, or send written notice to the Farmer to vacate the Premises, and in either event expel the Farmer and those claiming through or under it and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedy which might otherwise be used for arrears of rent or breach of covenant, and in addition to all other remedies which it may have at law.

If the Farmer defaults under this License Agreement more than three (3) times in any twelve (12) month period, then, regardless of whether such default is cured by the Farmer, this License Agreement shall terminate automatically.

Notwithstanding anything herein to the contrary, the indemnity and insurance provisions of this License Agreement shall survive the termination of this agreement in the event of termination.

13. Additional Issues.

- a. A photo plan, including the fields licensed to the Farmer at _____, is attached hereto as Exhibit A, and a Land Use Proposal Form is attached as Exhibit B.
- b. Nothing herein shall be interpreted by the Farmer to involve the land separately licensed to third persons or entities.
- c. The Farmer shall not assign this License or sublicense the Property without Norwell's prior written consent, which said consent might be withheld or denied in Norwell's sole discretion.
- d. This Agreement shall supersede all prior understandings, oral and written, heretofore had between the parties with respect to the use of Donovan Farm.

TOWN OF NORWELL

By its

NORWELL CONSERVATION COMMISSION

Date

Its Chairperson

Printed Name:

LICENSEE

Date

By its Manager:

Hereunto Duly Authorized

REFERENCE FORM

<u>Previous Experience</u>	<u>Primary Contact Person</u>	<u>Primary Contact Person Current Telephone Number</u>	<u>Primary Contact Person E-Mail</u>

Figure 1

