

2014 Agricultural Lease- Commonfields

Made this day of 2013, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager, a municipal corporation located in the County of Tolland and State of Connecticut, hereinafter referred to as "Lessor," and Thomas Wells, of 513 Wormwood Hill Road, Mansfield Center, CT 06250, hereinafter referred to as "Lessee".

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter set forth and to be kept and fulfilled by 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 on January 1, 2014, four (4) fields as indicated on the attached map entitled "Commonfields – Attachment A" and consisting of two (2) fields of approximately three (3) acres (Field A) and five (5) acres (Field B) in the Town of Mansfield and on the easterly side of Storrs Road and on the northerly side of Bassetts Bridge Road as described in a Warranty Deed from Roland D. Eaton to the Town of Mansfield, dated December 21, 1993 and recorded in Volume 345, Page 306 of the Town of Mansfield Land Records; and one (1) field of approximately eight (8) acres (Field D) in the Town of Mansfield and on the northerly side of Bassetts Bridge Road and the easterly side of land now or formerly of Roland D. Eaton and the Town of Mansfield, in part by each, as described in a Warranty Deed from Crossen Builders, Inc. to the Town of Mansfield, dated June 7, 1996 and recorded in Volume 375, Page 333 of the Mansfield Town Land Records; and one (1) field of approximately two (2) acres (Field C) in the Town of Mansfield and on the southerly side of Cemetery Road as described in a Warranty Deed from Crossen Builders, Inc. to the Town of Mansfield, dated September 11, 1995 and recorded in Volume 366, Page 103 of the Mansfield Town 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 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 or anyone to any entity or person in any way. THE LESSEE and the their family shall be relieved of any obligation within this lease should the Lessees become incapacitated or unable to maintain the responsibilities entailed in this agreement, in which cases the Lease shall terminate no later than thirty (30) days thereafter. Additionally, should the Lessee become deceased their survivor Lessee heirs will be entitled to the harvest of the planting year of the death of the survivor of them, and then the lease will be terminated.

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.

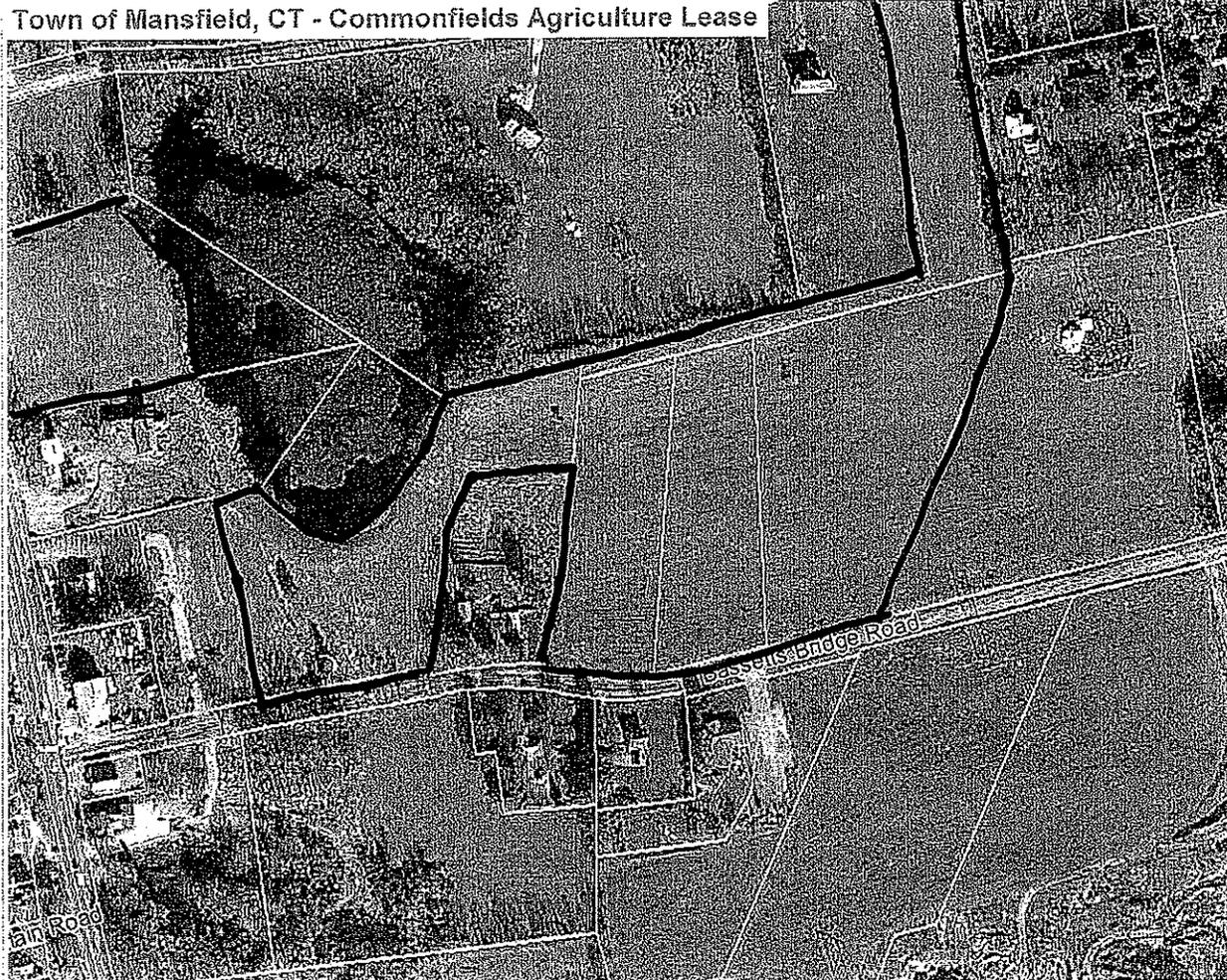
Signed, Sealed and Delivered
In the Presence Of:

TOWN OF MANSFIELD

Matthew W. Hart, Town Manager

Thomas Wells, Lessee

Town of Mansfield, CT - Commonfields Agriculture Lease



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



1 in = 254.39 ft

Printed:
3/15/2012

MainStreetGIS
www.mainstreetgis.com

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

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

Appendix 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 Agricultural 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

Appendix 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 Lessee 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-Coventry Road Field

Made the _____ day of _____ 2013, 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 Enviro Enterprises/Bryan Kielbania, 408 Browns Road Storrs, CT 06268, 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, a portion of the 32-acre town-owned parcel on Coventry Road in the Town of Mansfield as indicated on the attached map entitled "Coventry Road Field – Attachment A" and described in a Warranty Deed from Smith Farm Development Group, LLC to the Town of Mansfield dated June 7, 2004 and recorded in Volume 548, Page 387. 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 or anyone to any entity or person in any way. THE LESSEE and the their family shall be relieved of any obligation within this lease should the Lessees become incapacitated or unable to maintain the responsibilities entailed in this agreement, in which cases the Lease shall terminate no later than thirty (30) days thereafter. Additionally, should the Lessee become deceased their survivor Lessee heirs will be entitled to the harvest of the planting year of the death of the survivor of them, and then the lease will be terminated.

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; 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:

TOWN OF MANSFIELD

Matthew W. Hart, Town Manager

Enviro Enterprises/Bryan Kielbania, Lessee

Town of Mansfield, CT - Coventry Road Field



- Zoning
- Conservation Easement
 - Railroad
 - Trails
 - Parcels
 - Streams
 - water
 - wetlands



1 in = 674.3 ft

Printed:
2/25/2013

MainStreetGIS

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

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

Appendix 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 Agricultural 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 Agricultural 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 Agricultural 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

Appendix 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 Lessee 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 _____ day of _____ 20013, 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 of 50 Stearns Road, Mansfield-Storrs, CT 06268, 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. 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 or anyone to any entity or person in any way. THE LESSEE and the their family shall be relieved of any obligation within this lease should the Lessees become incapacitated or unable to maintain the responsibilities entailed in this agreement, in which cases the Lease shall terminate no later than thirty (30) days thereafter. Additionally, should the Lessee become deceased their survivor Lessee heirs will be entitled to the harvest of the planting year of the death of the survivor of them, and then the lease will be terminated.

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:

TOWN OF MANSFIELD

Matthew W. Hart, Town Manager

Leslie Stearns, Willard J. Stearns and Sons, Lessee

Town of Mansfield, CT - Crane Hill Field Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- 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 A

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

Appendix 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 Agricultural 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 Agricultural 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 Agricultural 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

Appendix 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 Lessee 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-Eagleville

Made the _____ day of _____ 2013, 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 of 50 Stearns Road, Mansfield-Storrs, CT 06268, 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. If it is in the best interest of the Town, Lessees will be given the opportunity to renew the lease for one (1) additional sixty (60) month term; an 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 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 or anyone to any entity or person in any way. THE LESSEE and the their family shall be relieved of any obligation within this lease should the Lessees become incapacitated or unable to maintain the responsibilities entailed in this agreement, in which cases the Lease shall terminate no later than thirty (30) days thereafter. Additionally, should the Lessee become deceased their survivor Lessee heirs will be entitled to the harvest of the planting year of the death of the survivor of them, and then the lease will be terminated.

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.

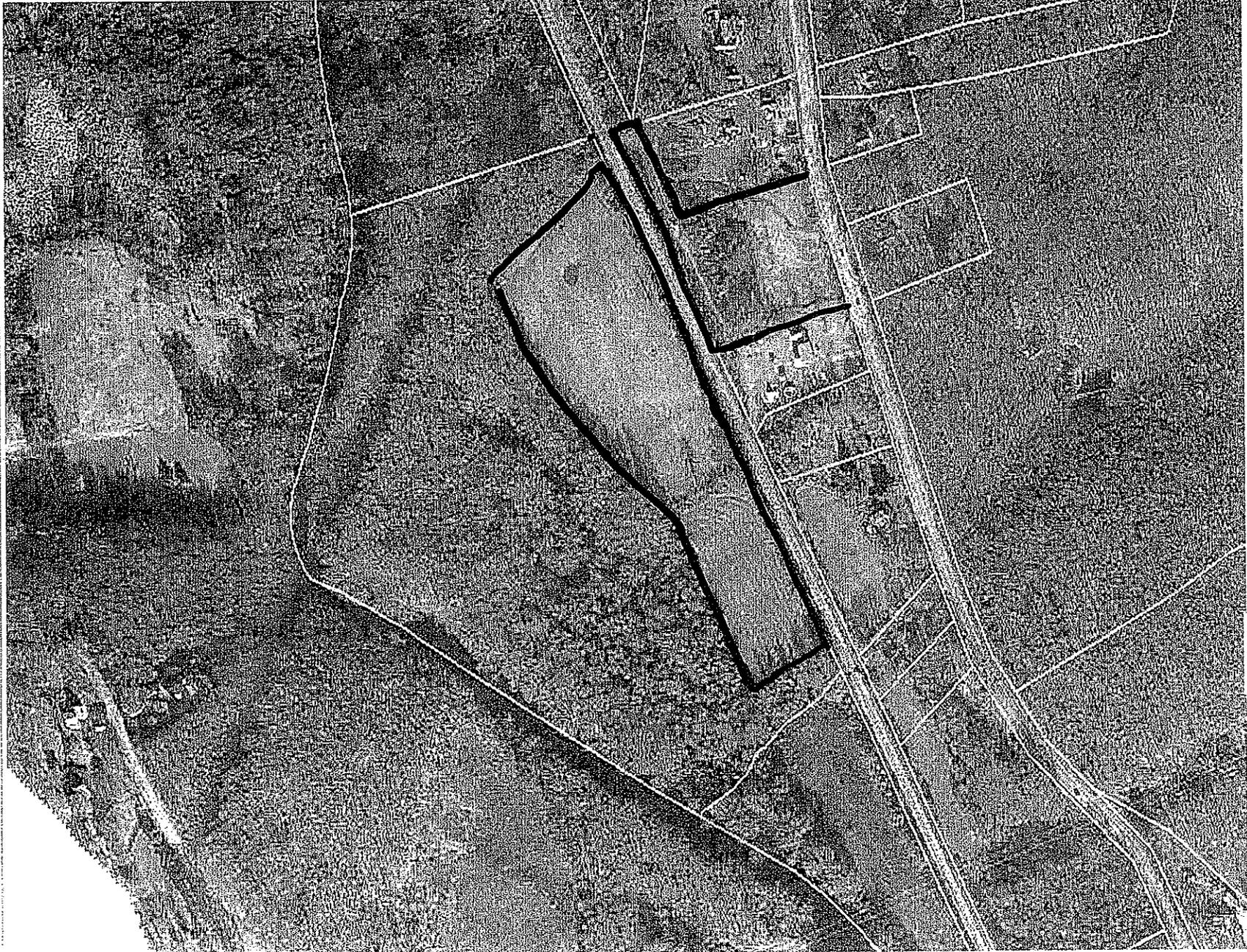
Signed; Sealed and Delivered
In the Presence Of:

TOWN OF MANSFIELD

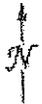
Matthew W. Hart, Town Manager

Leslie Stearns, Willard J. Stearns and Sons, Lessee

Town of Mansfield, CT - Eagleville Preserve Agricultural Lease



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



1 in = 319.01 ft

Printed:
3/15/2012

MainStreetGIS
www.mainstreetgis.com

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

Appendix 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.
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- 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 Lessees 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

Appendix 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 Lessee 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

2014 Agricultural Lease- Mt Hope Field

Made the day of 20013, 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 William Varga of 20 River Road, Mansfield Center, CT 06250, 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 March 1, 2005 with the likelihood to renew for succeeding terms of five (5) years each, the field situated on the southeasterly portion of Mt Hope Park on the easterly side of Warrentville Road (Route 89), in the Town of Mansfield as indicated on the attached map entitled "Mt Hope Park – Attachment A" and described in a Warranty Deed from the Holly Hatch and Kirk Skinner, dated October 1, 1999 and recorded in Volume 425, Page 312. 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 or anyone to any entity or person in any way. THE LESSEE and the their family shall be relieved of any obligation within this lease should the Lessees become incapacitated or unable to maintain the responsibilities entailed in this agreement, in which cases the Lease shall terminate no later than thirty (30) days thereafter. Additionally, should the Lessee become deceased their survivor Lessee heirs will be entitled to the harvest of the planting year of the death of the survivor of them, and then the lease will be terminated.

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:

TOWN OF MANSFIELD

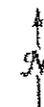
Matthew W. Hart, Town Manager

William Varga, Lessee

Town of Mansfield, CT - Mt Hope Park Agricultural Lease



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



1 in = 345.51 ft

Printed:
3/15/2012

MainStreetGIS
www.mainstreetgis.com

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

Appendix 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

Appendix 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 Lessee 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

2014 Agricultural Lease- Torrey Field

Made this day of 2013, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager, a municipal corporation located in the County of Tolland and State of Connecticut, hereinafter referred to as "Lessor," and Thomas Wells, of 513 Wormwood Hill Road, Mansfield Center, CT 06250, hereinafter referred to as "Lessee".

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter set forth and to be kept and fulfilled by 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 on January 1, 2014, the field situated on the southwesterly side of Gurleyville Road in the Town of Mansfield as indicated on the attached map entitled "Torrey Field – Attachment A" and described in a Warranty Deed from the Elizabeth Torrey Revocable Trust to the Town of Mansfield, dated June 3, 1996 and recorded in Volume 373, Page 463. 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 or anyone to any entity or person in any way. THE LESSEE and the their family shall be relieved of any obligation within this lease should the Lessees become incapacitated or unable to maintain the responsibilities entailed in this agreement, in which cases the Lease shall terminate no later than thirty (30) days thereafter. Additionally, should the Lessee become deceased their survivor Lessee heirs will be entitled to the harvest of the planting year of the death of the survivor of them, and then the lease will be terminated.

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:

TOWN OF MANSFIELD

Matthew W. Hart, Town Manager

Thomas Wells, Lessee

Town of Mansfield, CT - Torrey Property Agricultural Lease



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



1 in = 456.83 ft

Printed:
3/15/2012

MainStreetGIS
www.mainstreetgis.com

Location: 234 GURLEYVILLE RD ID: 10.43.35

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

Attachment B

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Person submitting this report

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