

# Carlisle Agricultural Land Use Planning Form For Haying

Please copy and submit a separate form for any additional crop on the same parcel.

FIELD NAME: <u>Bisbee</u>	YEAR: (2025-29)
FARMER: <u>Orcutt Brook Dairy LLC</u>	ACRES FARMED <u>8</u>
FARMER ADDRESS	PHONE: <u>978-371-7089</u>
<u>247 North Road</u> <u>Carlisle MA</u>	
CROP PLANNED (Please use a separate form for each crop)	
<u>Hay</u>	
POSSIBLE PEST CONTROL (anticipated target, proposed control)	
I.P.M. MANAGEMENT: <input checked="" type="radio"/> yes / <input type="radio"/> no	
ORGANIC MANAGEMENT: <input type="radio"/> yes / <input checked="" type="radio"/> no	
Pesticide Applicator License (If pesticide is to be used): yes / no	
Commercial / Private, License Number (If pesticide is to be used):	
ANTICIPATED SOIL AMENDMENTS (Type, quantity and concentration)	
<u>Manure</u>	
<u>25-0-18 2.55 200 lbs / cutting if</u>	
<u>no manure 46-0-0</u>	
TOTAL YIELD: List number & species of animals on the land and at any one time.	
<u>no animals</u>	
<u>Depends on growing conditions</u>	
IN KIND SERVICE (Coordinated with ConsCom representative)	
<u>As agreed, edge mowing</u>	
COVER CROP (If applicable) <u>none not tilled</u>	

Attach additional pages as needed to report multiple crops and any required routine soil analysis.

**TOWN OF CARLISLE**

Haying Agricultural License Agreement

THIS AGRICULTURAL LICENSE AGREEMENT, dated the 11th day of March, 2025, by and between **TOWN OF CARLISLE, MASSACHUSETTS** acting by and through the Land Stewardship Committee (the "Town") with a principal office in 66 Westford Street, Carlisle, MA 01741 and Mark Duffy ~~Great Brook Farm~~ (the "Licensee"), with its principal office in Carlisle, MA.  
*Darby LLC*

**RECITALS**

- A. The Town is the owner of record of a certain parcel of land known as Bisbee Field, located at on Concord Street, Carlisle, MA 01741, and identified by the Town of Carlisle Assessor Map as 4-24A-0 (the "Land");
- B. The Land is a portion of certain Carlisle Conservation Land, which is a multi-use property open to the public for passive recreation.
- C. The Licensee desires to use a portion of the Land to HAY, more particularly described in Exhibit A (the "Premises");
- D. The Town is willing to enter into the License Agreement to permit the use of the land for agricultural purposes in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

- 1. Grant of License. The Town hereby grants to Licensee a license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Licensed Premises to the Licensee.
- 2. Term. The term of this License shall commence on the date hereof and shall continue until November 30, 2029.

b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with activities of the Town within or upon the Land.

c. The Town shall have the right, at all reasonable times, to enter onto and inspect the Licensed Premises.

d. The Licensee shall observe and obey all applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The Licensee shall not undertake any construction, reconstruction, rehabilitation or refurbishment upon the Land without having received the written approval of the Town or its authorized representative.

f. In connection with the Purpose, the Licensee will use its reasonable best efforts to comply with the agricultural practices and procedures set forth on Exhibit A, attached hereto.

8. Termination; Ownership of Improvements. This License will terminate thirty (30) days after the giving of a written notice by either party, with or without cause.

Upon any termination of this License Agreement, the plantings and improvements made by the Licensee to the Licensed Premises shall become and remain the property of the Town and the Licensee shall not be obligated to return the Licensed Premises to its original condition.

9. Modification; Assignment. Any modification or amendment to this License must be in writing. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Town.

10. Survival of Terms and Provisions. All appropriate terms and provisions hereof shall survive the termination or revocation of this License.

[Signatures on following page.]

IN WITNESS HEREOF, the parties hereto have caused this Agricultural License Agreement to be executed as a sealed instrument the day and year first written above.

TOWN OF CARLISLE, MASSACHUSETTS  
By and through its  
Carlisle Land Stewardship Committee

Rhonda Michaud  
Co-Chair

[Signature]  
Co-Chair

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Date: 3/25/2025

Licensee:  
Great Brook Dairy LLC  
Mark Duffy Manager  
[Signature]  
Date: 3/6/2025

## EXHIBIT A

### Permitted Use of the Premises

#### *Haying*

#### Required Agricultural Practices and Special Restrictions

1. In an attempt to minimize pesticide and fertilizer applications, the Town greatly prefers Best Management Practices (BMPs) farming methods which include conservation tillage, cover cropping (including legumes), and Integrated Pest Management (IPM). The Licensee will make every effort to use BMP farming methods wherever and whenever possible.
2. Soil samples shall be submitted for testing to the University of Massachusetts Extension Service, Amherst, MA in the spring of the first year of this License Agreement with results submitted to the Carlisle Conservation Commission office.
3. The Town shall be informed one week before the Licensee intends to use any pesticides or herbicides. In the event that circumstances preclude such notification, the Conservation Administrator or Conservation Commission Chairperson shall be informed of the applications a minimum of twenty-four (24) hours prior to the application of any materials.
4. All pesticides and herbicides used on the land must be Environmental Protection Agency and Massachusetts Pesticide Bureau approved. The rate of application shall strictly comply with all label requirements. All signs required to be posted by said agencies regarding the use of these materials shall be posted twenty-four (24) hours prior to their application and said signs shall be maintained as required by law.
5. Under some circumstances a vegetated filter strip may be required.
6. A cover crop, which includes legumes, shall be planted, in tilled areas, within one week after harvest or no later than October 15<sup>th</sup>.
7. The Licensee shall take all appropriate measures, in keeping with good agricultural practices, to maintain the condition of the soil to limit soil erosion.
8. THIS WILL BE EDITED ONCE WE VOTE: Clearing and maintaining field edges is part of this License Agreement and is necessary in order to be considered for future license agreements.
9. A written report of land use during the past growing season shall be filed with the Town by the Licensee on or before March 11, 2025. At that time, a land use planning form will be

filled out by the Town in concert with the Licensee detailing plans for crop, fertilizer and pesticide usage for the upcoming growing season.

10. The Licensee shall permit the public use of trails associated with the premises for passive recreational purposes and other activities outside the growing season as may be approved by the Town. The Licensee in accepting this condition does not waive any remedies it may have against a member of the public who damages the crop or property or interferes with farming practices on land covered by this license.
11. Where possible, consistent with the other goals expressed herein, the Town wishes to promote stability in the use and management of the Town's farmlands. Experience suggests that the farmer who is, in effect, a long-term partner in the management of a piece of Town of Carlisle farmland will care for it more responsibly than one who has only a short-term investment in the health of that piece. Therefore, when choosing among proposals, the Town considers favorably the fact that a proposed licensee is currently farming the land to be leased, provided the licensee's farming practices are otherwise in accordance with this and other applicable policies of the Town.