TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

January 10, 2017

Potential Bidder 123 Anywhere Lane Gill, MA 01354

Dear Potential Bidder,

The Town of Gill invites you to bid on the use of the Mariamante field as a hayfield or cropland during the 2017 growing season. Specifications are as follows:

- If used as a hayfield, the entire field shall be mowed at least once between August 15th and October 1st. Mowing at other times is allowed. If used for crops, any tall vegetation shall be chopped or mowed prior to October 1st.
- Mowed vegetation may be baled, chopped, or otherwise removed, or may be left as mowed in the field.
- If used as cropland, plowing is NOT allowed. "No till" seeding is permitted.
- Equipment shall not create deep ruts or holes. Any ruts or holes shall be filled or smoothed when work is complete. Digging, excavation, and soil removal are NOT allowed.
- There is NO use of chemical fertilizers, herbicides, pesticides, etc. Animal manure and lime may be applied, but is done at the option and cost of the bidder, and with full awareness that the field might not be available in subsequent years.

Potential bidders should be aware that the property is a designated "priority development site" and has been discussed as a possible location for a ground-mounted (ballasted) solar electric installation. The lease will include a provision allowing the Town reasonable access to investigate possible uses, but without causing significant damage to any crop. A draft of the proposed lease is attached, but is subject to change prior to signing.

The bid is for the 2017 growing season, with two possible renewals at the Town's option for the 2018 and 2019 growing seasons. The award will be made to the qualified bidder with the highest total bid. Town reserves the right to waive minor informalities and to reject any or all bids if it is in the public interest to do so.

In exchange for use of the field as outlined above, I bid the following amount to be paid to the Town:

Year 1 (2017 growing season)	\$
Year 2 (2018 growing season, Town optic	on) \$
Year 3 (2019 growing season, Town optic	on) \$
*** 0.	• 1 1 0

*** <u>Signature required</u> on second page of letter ***

Proof of insurance and/or a liability waiver (form attached) will be required from the winning bidder. The Town will not be responsible for any damage to your vehicles and equipment. The work will be performed by the winning bidder, and may not be subcontracted.

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

Signature _____

Phone Number _____

Date _____

Email Address

If you are interested in bidding, please complete and sign this form, and return it to me in a <u>sealed</u> <u>envelope</u> by 2:00 PM on Tuesday, January 31, 2017, at which time all bids will be opened. It is anticipated that an award decision will be made at the Selectboard meeting on February 6, 2017. If you have questions, I can be reached at 863-9347.

Sincerely,

Ray Purington, Administrative Assistant Gill Selectboard

Enc. Consent & Release Form

TOWN OF GILL

SACHUSETTS

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CONSENT & RELEASE FORM

I, _____, the undersigned, in consideration of being allowed to (Print full name legibly)

use the Town of Gill's Mariamante field for agricultural purposes, agree as follows:

Release. I, for myself, my heirs, beneficiaries, devises, executors, administrators, attorneys, personal representatives, and assigns, do hereby agree to forever release, hold harmless and discharge the Town, its successors and assigns, and the past, present, or future officers, employees, successors-in-interest, attorneys, representative, volunteers and agents of the Town (hereinafter the "Town" or "Releasees") from any and all claims, debts, demands, accounts, judgments, rights, causes of action, damages, costs, charges, complaints, obligations. promises. agreements, controversies, suits. expenses, compensation. responsibility and liability of every kind and character whatever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected, which may arise from my participation in the Activities, including but not limited to, any and all claims arising out of claims for emotional distress, mental anguish, personal injury, loss of consortium, property damage and any and all claims that may be asserted by me or on my behalf by others.

Indemnification. I, to the fullest extent permitted by law, shall defend, indemnify, and save harmless the Releasees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees)(referred to collectively as "demands") arising out of or resulting in any way from my participation in the Activities pursuant to this Consent and Release Form including demands by or because of any person directly or indirectly connected to me. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification right of the Town, that otherwise may exist under statute or in law or equity.

(continued on Page 2)

Consent & Release Form, Page 1

CONSENT & RELEASE FORM

(continued from Page 1)

I affirm that I have read this Consent & Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and that I am free to choose not to participate in said Activities. By signing this Form, I affirm that I have decided to participate in the Activities with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I may suffer or cause during the Activities.

I acknowledge that the Activities include dangerous activities, and I sign this Consent & Release Form voluntarily and of my own free will and that I am eighteen years of age or older.

Participant Signature

Date