Agenda Summary April 30, 2025

Agenda Item No. B-2 Mayo Farm Agricultural Lease Agreement

Summary: The Town leases approximately ± 125 acres of Mayo Farm for agricultural use. Historically, Fields D, E, F, I, J, K, and G have been leased to a local farmer primarily for growing corn and hay, with Field F currently used for pasture. The previous lessee, Paul Percy, had been farming the land since before the Town acquired it in 1989 and leased the full ± 125 acres. Over the past five years, Mr. Percy has been paying a lease payment of \$3,000 per year. The agricultural lease expired on December 31, 2024.

The Town solicited proposals from interested parties for leasing lands within the Agricultural Zone. Two proposals were received. The lease process is managed by the Selectboard with input from the Conservation Commission. Leases may be awarded to a single entity or divided among multiple parties through an open public process.

The Conservation Commission reviewed the submitted proposals at their March 24th and April 14th meetings. Based on their evaluation, the Commission offered the following recommendation to the Selectboard:

The Commission recommends the Selectboard lease the agricultural fields to Ryan Percy, with an exception for up to 10 acres of Field K, to be leased to Dan Mirman for a pilot flower farm project. Prior to execution of the Field K lease, Dan Mirman must obtain Selectboard approval—based on the Conservation Commission's recommendation—for a three-year pilot plan. This plan must align with the Mayo Farm Management Plan and the conservation easement and demonstrate his capacity to implement it effectively. Approval must be obtained no later than May 28, 2025. Manager's note: Due to the Town not having any previous experience with Dan Mirman as a Lessee and none being documented in the proposals he provided, part of his demonstrating his capacity to implement his proposal should be to provide documentation of his experience in this area along with a client list or at least three professional references. Also document he has the capital, ability to obtain insurance as stipulated in the request for proposals, equipment, and human resources to fulfill the proposal.

Enclosed for your review and consideration are the proposals, a letter of recommendation from the Conservation Commission, and the draft lease agreement. During the February 12th meeting, the Selectboard approved a reduced lease term of three years to align with the upcoming Mayo Farm conservation easement renewal process. A provision was also added to the lease reserving the right for the Town to cancel a lease "at any time during the lease term by the Lessor for no cause." Additionally, the Selectboard requested that the lessee coordinate with the Conservation Commission to ensure Field G is mowed at least once a year during dry conditions to minimize impacts to wetland areas.

Town Plan Impact: Conforms with the following 'Working Landscape' Goal: *To preserve Stowe's rural character, cultural heritage, scenic landscape and working farms, managed forestlands and maple sugaring operations.*

In addition, the <u>Mayo Farm Management Plan</u> states: The Town shall continue to provide opportunities to interested community parties to lease lands within the Agricultural Zone for agricultural purposes. The following agricultural management objectives should be incorporated into the terms of the leases and be implemented by the lessee as a condition of the lease. The Selectboard, in consultation from the Conservation Commission and appropriate State and Federal agencies, is responsible for managing this process. The public is welcome to provide input to the Selectboard regarding agricultural management objectives incorporated into the leases.

Fiscal & Human Resources Impact:

It is important to note that the Town received proposals, not bids. The Town in soliciting proposals the Town "reserves the right to take other factors into consideration other than price in awarding the proposal. Through its Town Manager, the Town of Stowe reserves the right to reject any or all proposals, in part or whole, to waive any irregularities or informalities therein, split proposals, or to negotiate with any qualified source if doing so is in the best interest of the Town."

The prior lessee paid the Town \$3,000 per year to lease the Mayo Farm agricultural fields over the past five (5) years. Ryan Percy proposes a lease payment of \$1250 per year. Dan Mirman proposes a range of \$1,280-\$4,000 depending on acreage and year.

The Conservation Commission serves as the primary stewards for town-owned conserved lands, including Mayo Farm. The Parks & Rec Department is responsible for day-to-day maintenance, scheduling, and management of the recreation and special event fields on Mayo Farm.

Planning & Zoning Director, Sarah McShane, provides professional and administrative support to the Conservation Commission and serves as the Town representative to the Stowe Land Trust Board of Directors. An estimated fifteen (15) staff hours were involved supporting the Conservation Commission throughout the discussion process and preparing the draft amendments/supporting documentation. In addition, an estimated 24-30 volunteer hours (Conservation Commission members) were involved reviewing and discussing the proposals.

Additional personnel involved in this matter include the Town Manager, Parks & Rec Department, and the Public Works Department.

Recommendation: Move to lease the agricultural fields to Ryan Percy, with an exception for up to 10 acres of Field K, to be leased to Dan Mirman for a pilot flower farm project. Prior to execution of the Field K lease, Dan Mirman must obtain Selectboard approval—based on the Conservation Commission's recommendation—for a three-year pilot plan. This plan must align with the Mayo Farm Management Plan and the conservation easement and demonstrate its capacity to implement it effectively to the satisfaction of the Selectboard d no later than May 28, 2025. The plan shall include documentation of any experience that he has in this area along with a client list or at least three professional references, as well as document that he has the capital, ability to obtain insurance as stipulated in the request for proposals, equipment, and human resources to fulfill the proposal.



Town of Stowe Conservation Commission Members: Catherine Gott, Phillip Branton, Jacquie Mauer, Evan Freund, Seb Sweatman, Kay Barrett, Walter Frame

April 16, 2025

Dear Selectboard:

The Mayo Farm agricultural lease expired on December 31, 2024, and the Town has since solicited proposals from interested parties for leasing lands within the Agricultural Zone. Two proposals were received. The first, submitted by Ryan Percy, requests to lease the entire ±125 acres for feed corn, hay, and pasture. The second proposal, from Dan Mirman of the Stowe Flower Farm, initially sought to lease between 42 and 125 acres for a flower farm. After discussions with municipal staff and the Conservation Commission, Mr. Mirman revised his proposal to request approximately ±6 acres of Field D, ±6.5 acres of Field E, and ±8 acres of Field K. Fields D and E would be used for growing flowers, while Field K would be used for vegetables beginning in the second year.

During our March 24th and April 14th meetings, the Conservation Commission reviewed both proposals and met with the interested lessees. Historically, Fields D, E, F, I, J, K, and G have been leased for growing crops, primarily corn and hay, with Field F currently used for cattle grazing. The prior lessee, Paul Percy, leased the entire ±125 acres and has been farming the property since before the Town purchased it in 1989.

Following our review, the Conservation Commission recommends the following:

The Commission recommends the Selectboard lease the agricultural fields to Ryan Percy, with an exception for up to 10 acres of Field K, to be leased to Dan Mirman for a pilot flower farm project. Prior to execution of the Field K lease, Dan Mirman must obtain Selectboard approval—based on the Conservation Commission's recommendation—for a three-year pilot plan. This plan must align with the Mayo Farm Management Plan and the conservation easement and demonstrate his capacity to implement it effectively. Approval must be obtained no later than May 28, 2025.

Thank you for your time and consideration. I'll be available to answer any questions you may have during your decision-making process on April 30th. We appreciate the opportunity to collaborate in the stewardship and thoughtful management of these valued public lands.

Sincerely,

Catherine Gott Catherine Gott, Chair

Catherine Gott, Chair Conservation Commission

Proposal #1



Proposal for Mayo Farm Agricultural Lease

Submitted to: Town of Stowe Selectboard Submitted by: Dan Mirman / (to be formed entity) Phone: 917-749-5005 Email: dsmirman@gmail.com Date: March 12, 2025 Thank you for the opportunity to submit this proposal for the Mayo Farm agricultural lease.

Over the next three years, my vision is to transform Mayo Farm into an even more vibrant space blooming with wildflowers, towering sunflowers, and flourishing vegetable gardens, embraced by thriving apple and fruit trees. This revitalized landscape will nourish our community and honor Vermont's cherished legacy of sustainable agriculture.

I propose transitioning the farm from its current use of feed corn production to a vibrant, pollinator-friendly flower farm with select sustainable vegetable cultivation.

This approach aligns closely with Stowe's conservation goals and enhances the town's scenic and rural character. It will not only enrich local biodiversity but will also actively involve the community, creating economic and educational opportunities.

I look forward to partnering with the Town of Stowe in realizing this exciting and beneficial vision. Please don't hesitate to reach out to me to discuss this project.

Respectfully,

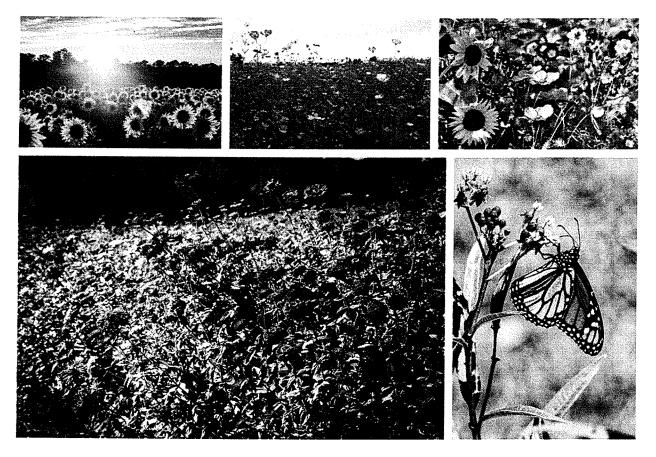
Dan Mirman The Stowe Flower Farm Project

The Vision

I may not be a lifelong resident of Stowe, but I came to Stowe for the same reason many do--because of its deep connection to the land, its strong sense of community, and its potential to be a model for sustainable living. It was land trust land that brought me to Stowe, and it was the conversations at town meetings that convinced me there was more to do. Again and again, I've heard discussions about the importance of cultivating and strengthening the Stowe community. I want to be part of that effort—not just in words, but in action.

Last summer, I joined the community garden with the intention of growing food, not just for myself, but with the possibility of selling at the farmers market at a more affordable price. This was a step toward a larger goal: to explore how small-scale farming—supported by technology and AI—can once again be sustainable, profitable, and manageable for farmers. Stowe, with its unique landscape and engaged community, has the potential to be a leader in this movement.

Why can't Stowe set the example? Why can't agriculture be a bigger part of what draws people here---not just for skiing or foliage, but to be inspired by a working landscape that balances tradition with innovation? When visitors walk the Quiet Path, why shouldn't they see an active, thriving agricultural community that embodies the very values Stowe stands for?



This isn't about personal gain or hidden agendas. It's about investing in the land and in the community, just as those on the select board, the conservation commission, and others reviewing this proposal invest their time and energy into shaping Stowe's future. I am ready to commit to this work. I am willing to roll up my sleeves and invest in making this happen. Land

should be given to those who are willing to work it—not just for themselves, but for the greater good. I want to steward this land, not just as a farmer, but as a contributor to the vision of a stronger, more self-sustaining Stowe.

Projected Use of Land

Acreage and Fields Requested - Minimum of 42 acres to 125 acres

The proposal outlines a phased approach to utilizing between 42 and 125 acres of Mayo Farm for sustainable agricultural practices. The plan transitions the land from its current feed corn production to a diversified and environmentally friendly farming model.

Initial Allocation & Expansion: The first year will begin with 42 acres dedicated to flower cultivation, gradually expanding to the full 125 acres by Year 3.

Land Usage: The fields will be used for flower cultivation and later vegetable cultivation. Some areas will be designated for wildflower cultivation with hay production.

Sustainability Goals: This plan enhances biodiversity, promotes soil health, and aligns with Stowe's conservation objectives while fostering community engagement.

The proposed model allows for an adaptive and progressive transition, ensuring the land is utilized effectively for agricultural productivity and environmental benefit.

Field	Total Acreage	Minimum Requested Acreage	Year 1 Projected Use	Year 2 Projected Use	Year 3 Projected Use
D	10	Y1: 10 Y2: 10 Y3: 10	Flower cultivation	Flower cultivation	Flower cultivation
E	32	Y1: 32 Y2: 32 Y3: 32	Flower cultivation	Flower cultivation	Flower cultivation
F	29	Y1: 0 Y2: 29 Y3: 29		Flower cultivation, Soil testing, and then Vegetable cultivation	Flower cultivation, Soil testing, and then Vegetable cultivation
G	8	Y1: 0 Y2: 8 Y3: 8		Wildflower cultivation with hay production.	Wildflower cultivation with hay production.
1	15	Y1: 0 Y2: 15 Y3: 15		Flower cultivation, Soil testing, and then Vegetable cultivation	Flower cultivation, Soil testing, and then Vegetable cultivation

J	12	Y1: 0 Y2: 12 Y3: 12	Flower cultivation, Soil testing, and then Vegetable cultivation	Flower cultivation, Soil testing, and then Vegetable cultivation
к	19	Y1: 0 Y2: 19 Y3: 19	Flower cultivation, Soil testing, and then Vegetable cultivation	Flower cultivation, Soil testing, and then Vegetable cultivation
Total	125			

Lease Payment Structure

- Year 1: \$1,280-\$4000 (\$32/acre x 40 acres) or (\$32/acre x 125 acres)
- Year 2: \$4,000 (\$32/acre x 125 acres)
- Year 3: \$4,000 (\$32/acre x 125 acres)

The amounts are based on the requested land request and the structure reflects our initial investment in establishing the flower farm while allowing for increasing returns as operations mature. We are open to discussing alternative payment structures that meet both our needs and the town's requirements.

Compliance and Stewardship

We will comply fully with the Town of Stowe's lease terms, conservation requirements, and Vermont's Required Agricultural Practices (RAPs).

Community and Economic Impact

- Enhanced tourism and local economy through agrotourism and visually appealing landscapes
- Increased availability of fresh, locally grown vegetables at affordable prices
- Opportunities for collaboration with local restaurants, florists, and businesses
- Job creation for local residents during peak growing seasons
- Contribution to Stowe's brand as a destination for sustainable living and natural beauty

Insurance Commitment

We commit to obtaining the required \$1 million general liability/property damage insurance and providing certification to the town prior to lease execution.

Qualifications and Experience

Ever since discovering Vermont as a camper at Keewaydin Camps in Salisbury, Vermont, I have been drawn to the land—not just as a resource, but as a living, breathing foundation for community, sustainability, and shared effort. My experience in farming and food production has never been about personal gain but rather about restoring, revitalizing, and giving back. Whether tending to a rooftop farm in New York City, pioneering an oyster farm in Florida to benefit the Gulf and its estuaries, working as a stone crab fisherman, or cultivating land in a community garden in Stowe, my commitment has always been hands-on, practical, and deeply rooted in the belief that the land is only as strong as the people willing to care for it.

Prior to moving to Stowe, I was the founding law partner of the New York office of Everett & Everett, PLLC and chair of the firm's corporate and startup group. My practice focused on startup law, securities and finance law, M & A, and emerging growth companies. Before that I was General Counsel for Teneo Holdings, a global strategic consulting firm and investment bank and an Assistant District Attorney for the Brooklyn District Attorney's office.

Before working as a lawyer, I founded Harlem Films, a film production and distribution company, in August 2002. Harlem Films has produced several projects for the Clinton Foundation, including a documentary for A&E Biography on President Bill Clinton and "The CGI Stories Project," for the Clinton Global Initiative. I have a B.S. from the University of New Hampshire and a J.D. from New York Law School.

TO: Stowe Conservation Commission FROM: The Stowe Flower Farm Project, Dan Mirman DATE: April 14, 2025 SUBJECT: Project Update - Minimum Requirements

I appreciate the conservation commission's continued contemplation of the proposal for the Stowe Flower Farm Project. Since the commission's last meeting I have had an opportunity to further refine the concept and the minimum requirements for this to be an impactful and socially and economically viable project for the community.

LOCATION -(Environmental benefits, sustainability and watershed)

Since our last meeting, I've had the chance to further our discussions with stakeholders in this space, including the Sierra Club and Trout Unlimited. I've chosen the locations below to make this project to be both self-sustaining and environmentally and economically impactful for the community.

In particular, I want to prevent, as much as possible, any herbicide, pesticides and manure from washing into the West Bank river, a place where the community swims their children and their dogs.

The map below (see Attachment 1) represents the location and minimum size requirements we see for this project to be impactful and sustainable:

• Field D: 6 acres

3

- Field E: 6.5 acres
- Field K: 8 acres

ORGANIZATIONAL STRUCTURE AND BUSINESS MODEL

The Stowe Flower Farm Project will be formed as a 501(c)(3) nonprofit organization. An initial version of the formation documents have been drafted and will be finalized upon the conclusion of this process, but prior to signing any formal lease with the Town of Stowe.

The business model will be to sell flowers to the community through a U-pick model and the creation of a seed bank through harvest of flower seed. The seeds shall be available for sale to the public; donation to the community; and distribution to local organizations and beyond, to further the mission.

FLOWER BIODIVERSITY

At the last meeting we were more ambiguous on what flowers would be grown as part of the project. Since then, we have engaged the services of a regional flower farmer to help us think about what we will grow and why. While this list is still being refined, we provide a list below of intended flowers to be seeded at this time. See the criteria we used:

- Shorter seed-to-bloom times given the local climate
- Longer flowering windows
- Non-invasive characteristics
- Pollinator-friendly qualities
- Low or no known toxicity to humans and animals
- Climate tolerance
- Potential consumer appeal for cut flowers

STOWE FLOWER FARM PROJECT - Y1

Flower	Туре	Bloom Time	Days to Bloom	Height	Pollinator Friendly?
Plains Coreopsis	Annual	June-Sept	50		₩
Clarkia	Annual	June-Aug		1-2.5 ft	
Cosmos (bipinnatus)	Annual	July-Oct	70		
Sulphur Cosmos	Annual	July-Sept	55	2-4 ft	- * -9+9
Larkspur	Annual	May-July	75	1-3 ft	
Indian Blanket	Annual	June-Sept	70	1-2.5 ft	· 특 양력
Sweet Alyssum	Annual	May-Oct		0.5-1 ft	ta Tilan
Tidy Tips	Annual	May-July	60		Take of the second s
Zinnias	Annual	June-Oct	60	1-4 ft	
Dahlias (from seed Y1)	Annual	July-Oct	80		***
Gloriosa Daisy	Annual/Biennial	June-Sept	90	2-3 ft	1-94)
Cape Daisy	Annual	July-Sept	80	en terre en en	, sinan an
Black-eyed Susan	Biennial/Short Perer	nnia June-Sept	100	1-3 ft	****
Ammi majus	Annual	July-Sept	60	3-4 ft	
Marigold	Annual	June-frost	45	0.5-3 ft	
Sunflower	Annual	July-Oct		2-10 ft	
*Tulip	Perennial	April–May		8–24 in	
Milkweed	Perennial	June-Sept		1-3 ft	

Bloom Time - Chosen varieties with longest bloom time

Days to Blom - Chosen varietes with fater seed to bloom time

*still being considered

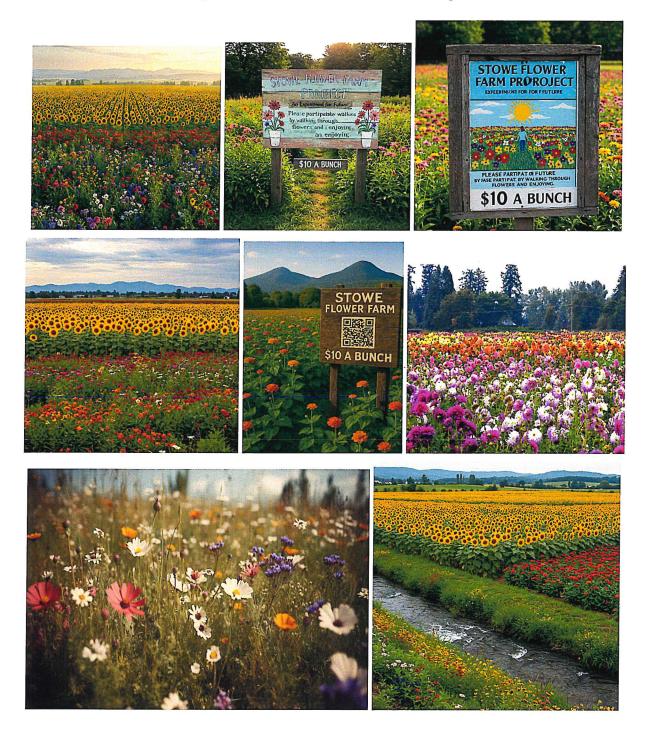
Attachment 1



Drawn lines within map Image represent request for: 6 acres (approximately) of field D for flowers 6.5 (approximately) acres of field E for flowers 8 acres (approximately) of field K for vegetables starting Y2

Attachment 2

These images are AI generated so there are some typos. They are intended to help you visualize the potential of the Stowe Flower Farm Project.



Stowe Flower Farm Project - 4

Proposal #2

Dear Selectboard and Charles,

I would like to bid \$1250 a year for the use of all the approximately 125 acres of available agriculture land on the farm to be used as we currently are.

As I think you might know, profit margins are thin on dairy farms, and ours is currently thin enough you can't see it. Even though I am tied by the constraints of my fathers, I'm hoping in time I can put the farm on a positive financial path as I have started paying the bills. I feel, and I hope most feel, the value our farm brings to the town is beyond the milk that goes into Cabot products in the form of tasty cheese and yogurt. And goes beyond the actual dollar amount of the lower bid. I think the community and tourist value we contribute is of a substantial positive impact to the town. Most all the rented land of the 34 other landowners we work with have gone down in price or are at zero at this time. With the lower bid, I would also like to use some of that money saved to buy lime and spread on the fields where the soil test recommends. There are a couple of water ways that need ditching to maintain the agricultural value of the land and avoid unnecessary erosion. I would like to help with this and bear the cost of it. It might help the quite path stay dried also. This of course is something I will need to discuss with the Charles, Sarah, or the conservation commission first.

Unfortunately, even with the very helpful local and state tax relief we utilize, there are still more tax burden on farming in Stowe compared to farms in the more prominent dairy areas of the state where houses are taxed at lower rates.

Also, the continuing threat of tariffs and retaliatory tariffs have the potential to increase costs and decrease income at the same moment.

Of course, this is not the town's issue, and I understand it is a bid process. I also understand that the selectboard might find more value in an offer other than ours and I hope that is not the case.

Thank you very much, Ryan Percy

1556 Weeks Hill Road

Stowe VT 05672

802-371-9685

ryan_percy@hotmail.com

We used to be one of many farms in and around Stowe. Today, we are one of only a few. What hasn't changed is our commitment to the town that helps make Stowe the sought-out destination that it is.

Our farm stewards over 900 acres of woodland, grass land, and annual crop land in Stowe, about 2% of the town's total area. The 125 acres at the Mayo Farm accounts for about 15% of the cropland that we manage. It provides our farm with about 600 tons of haylage and 1400 tons of corn silage each year that we feed to our cows. The more feed we can produce on our own land the less we have to rely on expensive purchased inputs that also bring additional nutrients into our watersheds. Keeping these acres productive, healthy, and open is critical to the sustainability not only of our farm but to the idyllic landscape that attracts people to our town. It may not be obvious to the passerby, but we have made a lot of changes to the way we farm since its founding not only to support our farm but to protect and enhance our land. About 10 years ago I created our nutrient management plan through the course offered by UVM Extension. Since then, I have worked with them to maintain and utilize this plan to improve our nutrient and crop management, not just to comply with regulations. With input costs constantly on the rise, the dynamic nature of the milk market, and our commitment to stewarding our land, I take this very seriously. In addition, we have adopted conservation practices that are a win-win for our business and our environment. Practices like cover cropping and reduced tillage that would have sounded crazy to my father are now becoming commonplace on our acres and across much of Vermont's agricultural land. It is my goal to continue to adopt innovative practices that support our business while enhancing the health and productivity of our land and protecting our natural resources. In doing so, I hope to maintain Stowe's picturesque landscape, providing opportunities that inspire our tourists and support our local community.

Since we started cropping the Mayo Farm in 1987, we've worked with the town to find mutually beneficial ways of managing the land that allows for recreation and community spaces while also providing our farm acres to produce feed for the animals. I think it is important that agriculture, especially dairy farming, be visible to the community so they can understand what it takes to produce the food they consume. In Stowe we have the unique opportunity to make that connection very direct; visitors can walk along the quiet path seeing how we grow hay and corn silage to feed our cows that make the milk that goes into the Cabot products they enjoy. Nothing in life is certain, especially in farming. Hopefully our farm has been and will continue to be an important part of the Stowe community for generations to come. The use of the Mayo Farm land helps support us in doing so.

A note of interest, which you might be aware, is bears love corn. The mayo farm is about 20% of our planted corn crop. We lose about 15% of our total corn crop each year to bear damage, helping fatten them for winter. This is one way we support the populations of wildlife in town. In fact, we support turkeys and ducks with our corn crop as well. Any spoiled corn which mixes with a little good corn, is placed in the field near the barn during the winter. The fast-moving river there doesn't freeze, and along with the plentiful supply of feed, there were over 500 ducks at the peak of winter. We have a mink that has lived at the barn all winter and has helped us with controlling the rodent population. Many owls and hawks come and go and help manage the pigeon population. This year, we were visited by a bald eagle. We have turkeys that roam the fields and visit the corn silage pile every day in the winter.

A letter in support of the Percy bid for use of the Mayo farm

What is a farm to a community? Not just the human community, but the landscape, and the many biological communities that our land supports? This is a question I think about a lot, as I have run a small farm in this community for the past 16 years. My educational background is in the natural sciences, and I hold a bachelor's degree in Human Ecology from College of the Atlantic and a master's in Botany through the Field Naturalist Program at UVM. I can't help but approach farming from an ecological perspective.

Dairy farming in Vermont is so much of what we owe the shape of our communities and landscape to. One role that the dairy farm has in Vermont is to keep the land open for today's vistas and to hold that land available for opportunities in the future. The Percy Farm is a major reason our town looks the way it does.

I love this bumper sticker: Agriculture. Trying eating without it. We are all trying harder to make connections with where our food comes from. In Stowe you don't need to look further than the Percy's corn fields. While some of us turn our noses up at a monoculture of corn, we need to understand the context and history of why things are this way. It is really hard to produce milk at scale without the help of grain. All the corn planted in this town is corn not being shipped from the Midwest or further yet. And the scale the Percy's plant on is not a monoculture devoid of wildlife. Bears roll around in the corn in the fall and it fattens them up so more will make it through the winter. Turkeys and ducks and all sort of other animals glean the remains once it is cut down.

There are two other main uses of land by the Percy's. Hay land is a whole different ecosystem. Native plants like red clover, vetch, milkweed and dandelion grace these fields. Hopefully you have had time to lay down in one of the fields on a hot summer day and watched as diverse pollinators whiz around your head, making a living off all these tiny flowers. You will notice beetles and crickets and ants and the occasional rodent skitter below or insectivorous bird dip down. Yes, these fields will be cut down and change will come for a time. Grassland nesting birds will not succeed. But the hay land ecosystem rebounds as the grass inevitably grows back.

And from an ecological perspective, land set aside for grazing may be even more interesting. There are apple trees, hawthorn, bird's nesting successfully in trees and in the grass. Manure piles are rich with biodiversity. Vegetation overall is more complex. The cows favor certain plants for forage so you end up with more microscale localized habitat patches. I personally have spent hours chasing birds and finding nests for species as diverse as Savannah Sparrow, Common Snipe, Alder Flycatcher, Common Yellowthroat, Indigo Bunting, Yellow-bellied Sapsucker, and Chestnut-sided Warbler in Percy's grazing pastures. There are frogs, turtles, snakes, foxes, and fishers.

All of this is to say that the Percy Farm use of the Mayo Farm is supportive of our community. It supports all of us cheese and sour cream and butter lovers. It supports our love of grand vistas and our hope that our children's Stowe still has open space and opportunities. It supports natural communities of pollinators, herbivores, predators, and decomposers. What more could we want for our town?

Sincerely,

Katie Pindell

To the Stowe Conservation Commission,

My name is Sean Mansfield Pease.

I am a local plant and soil science expert, and I have worked in agriculture and conservation for the last 10 years. In the next few months, you will likely run into me fishing, hiking, and hunting for spring ephemerals throughout Lamoille County where I was born and raised. As someone who has a full-time job to encourage the establishment of new farms, support beginning farmers, encourage environmentally friendly farming practices in our local community, and specializing in vegetable production, I have a few concerns I would like to raise about the flower farm proposal.

1. "feed corn production" is not an appropriate way to reduce how the 125 acres have been managed for the last 40 years by the Percy family. Their operation is sophisticated and maximizes the conservation benefit of an agronomic system.

Vermont is expected to have longer, hotter, droughts, and even more concerning, more intense rainfall events. *The single most important thing we can do as conservationists operating in a rural, working landscape, is encourage our farmers to turn their soil into a "sponge"*. Keep those soils, porous, easily infiltrated by intense rainfalls, and able to maintain that moisture for long periods of time. The single most important way to implement this is through reduced, and no-till practices.

The Mayo fields are currently part of a very tightly coupled, and highly regulated, nutrient management and cropping plan that has been developed by local extension experts who have dedicated their lives to conservation (see Heather Darby, Jeff Saunders who work with these dairy operators). The rotations are planned years in advance and the Percy's specifically have the skills and acquired the specialized equipment to manage a large land base in the heart of Stowe. You heard it last night when Ryan could not only tell you which fields have specific soil types, but even the different parts of the field that vary, and how he has managed them year to year.

These specialized skills and equipment allow for the use of no-till, multi-species cover cropping, precision manure placement, and appropriate haying and mowing that keeps the fertility of the land, and it's openness, to a level appropriate for future agricultural use. Corn seed is uniform, it can be drilled directly into a no-till system, without tilling or disrupting those soils on an annual basis. Tillage does still occur infrequently, but is often with plowing, not on an annual basis, and a part of a corn and hay rotation, this helps incorporate the organic matter up top as a part of an extensive nutrient plan.

This cannot be done with diversified vegetables and flowers. These crops rely on heavy, regular tillage, not only annually, but regularly within the season. Tillage alternatives for these crops such as silage tarping, or solarization, and small-vegetable equipment, are not yet well suited for our soils or landscapes if we hope to maintain a porous soil for future generations. The ability to pull off a no-till, or reduced system, or one that promotes soil health in the changing climate of VT, on an acreage anywhere near 100 acres, requires extensive experience and knowledge, and specialized equipment.

2. Manure matters

The second most important thing you can do as a conservationist working in a rural, working landscape, is encourage the use, recycling, and management of nutrients. *For soil health experts in the state of Vermont, manure is our savior*. It is incredibly rich in a diversity of nutrients and is a part of our local economy helping drive production of hay, feed, and even eggs (see news and citizen link). It does not need to be imported from outside of the state, and we have extensive regulations and extension research on how to apply manure correctly, at the right place, the right time, the right rate, and in the right way.

The knowledge to properly execute nutrient and manure management is again, a serious endeavor, that requires extensive knowledge. It is often done in coordination within a larger network of farm operators in the area that rely on each other to execute these complex management plans on a season-to-season basis. Ryan Percy regularly interfaces with other dairy operators in the area, coordinating the resources of feed, manure, additional fertilizer amendments, and even equipment needs. *The number of cows each operator has, and the amount of manure produced are obviously closely linked; and so is the required acreage that these operators need in order to stay within both regulatory bounds, and their nutrient management plans.*

A highly intensive tillage system for vegetables, and flowers, requires an immense amount of nitrogen. The only way that this proposal could work is to import that immense amount of fertilizer. These types of fertilizer, coupled with intense tillage, increases the leaching risks within those fields. This flower farm would be relying on the banks of fertility and organic matter that have been built up over years of nutrient management by its current operator and then would be unsustainably relying on importing huge amounts of fertilizer year to year. The lack of knowledge about the area, not having a plan for equipment, labor, or even the crops they would target is extremely concerning.

3. A flower and diversified vegetable farm is a wonderful idea, that I fully support.

I have spent my career trying to support small vegetable producers. I am a true believer in the link between healthy soils, nutrient-dense food crops, and healthy communities. My work specifically looks to support ecological health through the development, and implementation of improving pollinator habitat on farms, and I do not push against the proposed flower and vegetable farm lightly.

There is a space for this individual and his flower operation. Beginning a farm, especially one that strives to be community first, must be developed within that community. We often recommend to new farmers that they reach out to other producers in the area, that they ask questions, observe, and seek to understand. The Percy's do not operate within a vacuum. They are a part of an extensive network of farm operators that share knowledge, expertise, equipment, and care deeply about the community they were born and raised in. Even as you held your executive meeting, Ryan helped walk this individual through what types of soil exist that might be good for vegetables, and how they

might coexist.

This individual's passion for flowers, food, and the community should be encouraged. A 3-year planning period is a drop in the bucket for farm planning. They should come back with a proposal that more soundly understands the "feed corn production" system that is a cornerstone of our agricultural landscape. I hope this individual continues to work with our community to build out their idea out, to get a better sense of how they will maintain the soil health of the fields that have been built by the Percy family for the town of Stowe.

4. This is not just about the Mayo fields

If you take nothing else from this email, please just note this. The Mayo fields are currently operated on by multiple farm operators, that rely on each other for the continuation of their operations. In one season Percy may have two or three different farmer's benefit from the corn crop he plants, or the hay he cuts. When one farm's crop fails, or is less than they need to get by through the season, other's pitch in.

The mayo fields are only one set of fields, but they are a critical heart of our small farm economy right now, and to take any of the productive corn land tout of this very tightly managed nutrient and cropping plan could be devastating for everyone in that farm network. If the Stowe conservation commission, likes me, wants our farm economy to continue towards increased conservation, and they want a flower farm, they need to let these transitions of land happen from the ground up, and gradually.

The proposal states that it came from the belief that the Stowe community's strength is in its deep connection to the land, its strong sense of community. The proposal for a flower farm comes from someone who has been here less than a year and needs to seek to understand the "corn feed production" system. *Taking this land out of what is an incredibly sophisticated management system could be devastating for the current farm operator, the network of farms that depend on everyone's financial health, the agronomic potential of those fields, and the future environmental outcomes of those fields.*

Please call me, text me, email me, if you have any questions or would like more of an explanation. I will come to you, I will go anywhere, I will do anything to help provide you with the information I think is required to make such a critical decision for the health of our farm economy.

The greatest gift to conservation is a good farmer. Please make sure these fields are in experienced hands.

Sincerely,

Sean Pease



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATT CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND TH	Y OR NEGATIVELY AMEND, NCE DOES NOT CONSTITU HE CERTIFICATE HOLDER.	EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN 1	VERAGE AFFORDED E THE ISSUING INSURER	BY THE (S), AL	E POLICIES JTHORIZED
IMPORTANT: If the certificate holder is an If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the	ne terms and conditions of th	ne policy, certain p	olicies may			
PRODUCER		CONTACT ROY FO	<i>'</i>			
The Fewer Agency		PHONE (A/C. No. Ext): 802-4	26-3579	FAX (A/C, No):	802-4	76-5070
3 Maple Avenue	,	E-MAIL ADDRESS: ROY@I	EWERAGE			
Barre, VT 05641						
		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : NATIONWIDE AGRIBUSINESS 28223				
INSURED						
PERCY FARMS	INSURER B :					
29 PERCY HILL RD		INSURER C :				
STOWE VT 05672		INSURER D :				
STOWE VI 05072		INSURER E :				
	ATE MIMPED	INSURER F :				
	ATE NUMBER:		A REAL PROPERTY AND A REAL	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POLIC	EMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORDI CIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR ADDL: LTR TYPE OF INSURANCE INSD	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00 \$ 100	00,000 ,000
	3221190173	01/20/2025	01/20/2026	MED EXP (Any one person)	s 5,00	00
X FARM LIABILITY				PERSONAL & ADV INJURY		00,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE		00,000
POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG		00,000
OTHER:					\$ _,- \$	- ,
				COMBINED SINGLE LIMIT	S	
ANY AUTO				(Ea accident) BODILY INJURY (Per person) \$		
				BODILY INJURY (Per accident)		
AUTOS ONLY AUTOS HIRED NON-OWNED				PROPERTY DAMAGE		
AUTOS ONLY AUTOS ONLY				(Per accident)	3 S	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE	5	
DED RETENTION \$				PER OTH-	\$	
AND EMPLOYERS' LIABILITY Y/N				PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?				E.L. EACH ACCIDENT	5	
(Mandatory In NH)				E.L. DISEASE - EA EMPLOYEE \$		
DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AC	CORD 101, Additional Remarks Schedul	e, may be attached if more	space is require	d)		
PROOF OF LAIBILITY FOR FARM OPERA	TIONS ON RENTED OR LE	ASE LAND OF C	ERTIFICAT	E HOLDER.		
125 ACRES - MAYO FARM - MAYO FARM	RD - STOWE VT 05672					
· · · · · · · · · · · · · · · · · · ·						
CERTIFICATE HOLDER IS ADDITIONAL IN	ISURED					
]
CERTIFICATE HOLDER	CANCELLATION					
TOWNE OF STOWE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
PO BOX 730	ACCORDANCE WITH THE POLICY PROVISIONS.					
67 MAIN ST						
STOWE VT 05672	AUTHORIZED REPRESENTATIVE					
	ROY FOLSOM					
		© 19	88-2015 ACC	ORD CORPORATION.	All righ	ts reserved.

Mayo Farm Agricultural Lands LEASE Agreement

WITNESSTH, this Lease Agreement ("Lease"), is made and entered into as of this _____ day of ______, 2025 by and between the **Town of Stowe**, a Vermont municipal corporation with a principal place of business at 67 Main Street, Stowe, VT 05672 ("Lessor") and ______ ("Lessee") with a principal place of residence at ______.

- WHEREAS Lessor owns a parcel of land known as the Mayo Farm shown and depicted on a map attached hereto as "Attachment A" for the purposes of conservation and maintaining open land; and
- WHEREAS Lessor has determined that said purposes will be best accomplished by continuing to use the majority of the property for agriculture and related pursuits; and
- WHEREAS Lessor is desirous of placing the agricultural portions of the Mayo Farm in the care of individuals who will exercise careful stewardship and good husbandry.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties hereby agree as follows:

I

PROPERTY LEASED

1. Description of Leased Premises:

Being all of one hundred and twenty-five (125) acres, more or less, of the Mayo Farm property as depicted as "Lease Area" on the map attached hereto and identified as "Attachment A". The Leased Premises DO NOT include the buildings within the Leased Area except for one bay of a shed located in the "Homestead Zone" (depicted as Field "H" on Attachment A) to be used for temporary storage between April 1 and November 1 of each year.

The Lessee takes and rents the Leased Premises subject to all utility easements, spring rights, easements for ingress and egress, and rights incident to each of the foregoing, of record or as may be observed on the property. The Lessor reserves the right to deposit or dump snow on reasonably accessible portions of the Leased Premises as.

II

TERM OF LEASE

2. Notwithstanding the date(s) of execution by the parties, this lease shall be effective and commence as of **April 15, 2025**, and shall terminate on **December 31, 2027** unless otherwise terminated by virtue of provisions set forth in this Lease, or by subsequent agreement of the parties.

RENT

- 3. (a) Lessee shall pay Lessor, as rent under this lease, the sum of _____ per year, with the first such payment being due and payable June 30th, 2025, and on the same date of each year thereafter, with the last payment being due June 30th, 2027. The Lessee shall be responsible for the payment of any insurance they are required to carry on the property pursuant to Paragraph 19 of this Lease, as well as the payment of any additional insurance they may choose to carry on the property, in excess of the amounts required by Paragraph 19.
- (b) In the event Lessee fails to pay the rent within sixty (60) days of it becoming due, Lessor may, at any time thereafter, at its option, declare this Lease terminated by giving Lessee notice thereof, in writing, mailed or delivered personally to Lessee. Provided, however, that acceptance thereafter by Lessor of the payment due for any such period before the next succeeding due date shall constitute a waiver by Lessor of its option to terminate. Tender of partial payment of the rent due accepted by Lessor before or after the due date, shall not constitute a waiver by Lessor of its option to terminate, but the partial payment shall be credited against the total rent due. A fee of 1% per month shall be assessed on any and all amounts past due.
- (c) Rental shall be considered to be paid when received by the Lessor, provided that this provision will be considered satisfied if payment is made via the United States Postal Service addressed to the Town of Stowe, P.O. Box 730, Stowe, Vermont 05672, and postmarked no later than midnight of the due date, and duly received thereafter. Rent payments shall be made by check or money order made payable to the Town of Stowe and, if paid by check which is not honored, it shall not constitute payment.
- (d) In as much as the Lessor contemplates future unknown uses of the land consistent with the provisions of the deed and conservation easement, Lessor reserves the right to remove land from this lease. Lessor will advise Lessee by March 15th of each year of any land it wishes to delete from this lease with the change effective April 15th of the year. Should Lessor remove land as aforesaid, the rental hereinbefore set forth shall be reduced so that the resulting rental will bear the same proportion to the original rental set forth herein, as the remaining acreage bears to the original acreage.

IV

RIGHTS AND OBLIGATIONS

4. ACCEPTANCE OF PREMISES: Lessee agrees that s/he has inspected the land and premises which are the subject of this Lease, to his/her full satisfaction, and that the same are fully acceptable to him/her in "as is" condition for the purposes for which they are to be used under this Lease as set forth below, and Lessee further agrees that s/he is accepting the land and premises, including all existing fencing, in the condition in which they existed on the commencement date of the term hereof.

- 5. USE: Lessee agrees that the land and premises hereby leased shall be used and maintained by him/her in a good and husband-like manner during the term hereof, and only for agricultural purpose. The land and premises shall not be used for or put to any other use or purpose, commercial or otherwise, without the express consent in writing of the Lessor.
- 6. MAINTENANCE: Lessee shall maintain the leased land and premises at or above the same level of fertility at which it existed on the commencement date of the term hereof, in and will operate in accordance with Required Agricultural Practices (RAP's) as defined by the Vermont Agency of Agriculture, Food and Markets and/or as required by the Lessee's General Permit For Medium Farm Operations. Lessee shall at his/her own expense, maintain, repair and replace as shall be reasonably necessary all boundary fences existing or required. Any additional fencing desired by Lessee shall be erected and maintained by him at his own expense.
- 7. RECREATION PATH: The Stowe Recreation Path and the Quiet Path cross the property and the Lessee shall not encroach on existing recreation uses. In the event that an existing recreational use is discontinued by the Lessor, the area formerly occupied by that use may revert to an agricultural use at the discretion of the Lessor. The Lessor reserves the exclusive right to relocate the Quiet Path and its associated footbridge(s) on Fields D & E upon written notice to the Lessee.
- 9. COMMUNITY EVENTS FIELDS: Lessee agrees, in further consideration of this lease, to hay the so-called "Community Events Fields" (depicted as Fields "A, B, & C" on Attachment A) at the request of Lessor and in exchange for the hay.
- 10. FIELD G: The area of the farm depicted as Field "G" on Attachment A shall only be planted in hay due to its primary purpose as "dispersed recreation" as designated by the Mayo Farm Conservation Easement. Any Lessee of the Field "G" must hay it at least once annually.
- 11. RIPARIAN BUFFERS: No agricultural activities shall take place within 25 feet of the West Branch River and all other watercourses or as mandated by Vermont Agency of Agriculture, Food & Markets Required Agricultural Practices (RAP's).
- 12. NUTRIENT MANAGEMENT PLAN: Any Lessee shall have a current Nutrient Management Plan approved by the Vermont Agency of Agriculture.
- 13. WASTEWATER DISPOSAL EASEMENT: Lessee understands and agrees that there is within the Leased property a wastewater disposal easement of four acres, more or less, held by Weeks Hill Realty Trust, as described in the Warranty Deed between Weeks Hill Realty Trust and the Friends of Stowe Conservation, Book 198, Page 96 of the Stowe Land Records, located on Field E along with construction rights and access rights and rights incident thereto. Lessee will not engage in any practice which might affect the proper functioning of the wastewater disposal area, if and when it is constructed.

- 14. SURRENDER ON TERMINATION: Lessee agrees to surrender the leased premises peaceably to Lessor at the expiration of the term of this lease or at any other time that this lease shall terminate in accordance with the provisions hereof in at least as good condition as it was at the commencement of the term. Upon termination for failure to pay rent or for any other cause provided herein, the Lessor shall have the right to reenter the property and take possession thereof. In the event of termination or default, Lessor shall be entitled to recover its costs and expenses, including attorney's fees, incurred in pursuing its rights under this lease. All fixtures are to remain and/or become the property of the Lessor upon termination.
- 15. ASSIGNMENT SUBLETTING: Lessee shall not assign or transfer this lease or any of his/her rights or obligations hereunder, nor sublet the premises or any part thereof.
- 16. RIGHT OF INSPECTION: Lessor shall have the right, through any designated agent or representative, to enter the premises at any and all reasonable times for the purpose of inspection, which may include the right to conduct soil tests to determine that the requirements of paragraphs six (5) and seven (6) are being complied with.
- 18. TIMBER AND MINERALS: Lessee shall have the right to use any dead or fallen timber for his/her own purposes, but s/he shall not cut live trees, nor market any timber, gravel or other minerals of any kind, or any other part of the realty except agricultural crops planted or raised and harvested by Lessee in operating the leased premises as a farm, without the written consent of the Lessor.

Lessor shall have the right to sell to third persons any and all standing timber on the leased premises to be cut and removed by such persons, or to cause such standing timber to be cut and removed by its own agents.

- 19. RIGHTS OF PASSAGE: Lessor reserves the right to install and maintain water, sewer and other utilities across the leased property. Lessor further reserves the right to install and maintain water, sewer and other utilities across the leased property. Lessor further reserves the right for others to use the "Polo Road" across the leased parcel to gain access to the so-called Polo Field area of the Mayo Farm.
- 20. STRUCTURES PROHIBITED: Lessee shall not erect or place any buildings or other structures on the leased premises, except fencing as provided in paragraph six (6) of this lease without the express consent in writing of the Lessor and then subject to such terms and conditions as may be imposed by the Lessor, including the payment of any taxes or other governmental assessments which may be attributable to such structures.
- 21. RESEEDING BEFORE TERMINATION: If Lessee, in view of the impending expiration or termination of this Lease, does not plow, fit, plant, fertilize or re-seed the leased premises, Lessor shall have right of entry to perform such functions or any of them.
- 22. CROPS NOT HARVESTED: All growing or natural crops not harvested and removed from the leased premises by Lessee at the expiration or termination of this Lease shall become the property of the Lessor.

23. INSURANCE AND INDEMNIFICATION: Lessee will procure and pay the premium on a comprehensive liability insurance policy with an insurance company or companies acceptable to Lessor and naming Lessor as an additional insured, against any and all liability or damages to persons or property, real or personal, incurred by or claimed against Lessor arising from or by virtue of Lessee's use of the leased premises. The policy or policies shall provide minimum coverage of one million dollars (\$1,000,000) general liability and property damage. The policy shall contain a provision that the insurer shall have no recourse against the Lessor or any general insurer of the Lessor by way of subrogation or otherwise. Lessee shall provide Lessor with evidence of such insurance and shall maintain the insurance in effect for the period of this lease.

Lessor shall have no obligation to restore the premises if they are destroyed or damaged, and it will be Lessee's option to continue renting at the same rent if such destruction or damage should take place.

Lessee shall provide proof of all required Workers Compensation insurance to Lessor.

Notwithstanding the above insurance provision, Lessee agrees to hold the Lessor harmless for any liability or claims for damages incurred by or claimed against Lessor by reason of Lessee's use of the leased premises regardless of the amount thereof or of any insurance policy limits.

- 24. NOTICE OF TERMINATION: In addition to other provisions set forth above relating to termination, this Lease may be terminated by either party in the event of a breach by the other party of any of the terms or conditions set forth herein, or at any time during the lease term by Lessor for no cause, or if this lease should jeopardize the tax exempt status of the borrowing necessary to fund the purchase of the land and premises leased herein, provided notice is given in writing of the intent to terminate within thirty (30) days from the date of the notice. Termination under this section, or by virtue of any other provision of this lease, shall not constitute a waiver to any claims for damages, rentals due to the date of termination, rentals which become due and owing because of a holding over by Lessee after the termination date, or any other claim which either party may have against the other. Failure to exercise a right to terminate shall not constitute a waiver of any claims for damages, or any other claim which either party may have against the other.
- 25. COMPLETE AGREEMENT AND BINDING EFFECT: This lease sets forth the complete understanding and agreement by and between the parties hereto and shall not be modified or amended except by an instrument in writing signed by both parties. All terms and conditions of the lease and any written modification or amendments thereto shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, successors and assigns except as specifically modified herein.

IN WITNESS HEREOF this agreement of lease has been duly executed by the Lessor, Town of

Stowe, at Stowe, Vermont, this _____ day of, _____, 2025, and by the Lessee, at Stowe, Vermont, this ____ day of _____, 2025 .

IN PRESENCE OF:

TOWN OF STOWE, Lessor

Town Manager and Duly Authorized Agent

, Lessee

State of Vermont Lamoille County, ss.

At Stowe, in said County, this _____ day of _____, 2025 personally appeared Charles Safford, Town Manager and Duly Authorized Agent of the Town of Stowe, and he acknowledged this instrument by him executed, to be his free act and deed and the free act and deed of the Town of Stowe.

Before me,

Notary Public My Commission Expires: _____

State of Vermont Lamoille County, ss.

At Stowe, in said County, this ____ day of _____, 2025 personally appeared _____, and he acknowledged this instrument by him executed, to be his free act and deed and the free act and deed.

Before me,

Notary Public My Commission Expires: _____