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2/18/26

Cooking Buckets Sugarhouse
Pure Massachusetts maple syrup

In 2016, Cooking Buckets Sugarhouse (CBS) entered into a ten-year lease with the town of Chelmsford to develop a new maple farm on town owned land known as Sunny Meadow Farm. The “plantation” style approach taken at Sunny Meadow Farm is innovative and little tested in a commercial setting. It was understood in 2016 that the bulk of the initial phase would be growing the trees to maturity, followed by the actual harvesting of maple sap once the trees reached tappable size. In 2020, progress was slowed by the COVID pandemic which halted development of a patented tapping method for small diameter trees. As we have reached year ten of our lease the trees have grown to tappable size and the introduction of “micro” spiles has presented an opportunity to sustainably harvest sap from small diameter trees. In a traditional sugarbush, it would take about thirty years for a maple tree to grow to tappable size. Achieving this outcome in the tenth year of operations, is by all measures, lightning fast.

The ten-year lease adopted in 2016 was largely a practical consideration pertaining to securing approval of an extended lease at Town Meeting. It was in no way an expectation that ten years would encompass the full life cycle of the maple enterprise. From the start, expectations from CBS and the Town anticipated renewal of the lease following the initial ten years. No farmer would commit the time, effort, and expense required to develop a farm over ten years with an expectation of recouping merely a single year’s harvest.

CBS asks the Chelmsford Agricultural Commission (AC) to address the following items which impact the future viability of our farm operations, as well as local agricultural endeavors in the town of Chelmsford in general:

1. The importance of timely renewal of farm leases: Farmers risk incurring significant harm due to delayed renewal of farm leases. Decisions about farm operations, infrastructure, crops, and long-term planning are forward looking. Investments are made with an eye toward future returns. It is unrealistic to expect farms to operate blindly when it comes to future tenure arrangements.
2. Renewal of CBS’s farm lease at Sunny Meadow Farm (please see “Submitted” 1 and 2 below): Further delay imposes significant harm to CBS. The town should honor its agreement of October 23, 2025 and issue an RFP for a new farm lease for maple farming at Sunny Meadow Farm in a timely manner.

Submitted:

1. Contemporaneous notes from the October 23, 2025 meeting at town hall, emailed to myself and date stamped:

----- Forwarded Message -----

From: James Dergay <jld186@yahoo.com>

To: James Dergay <jld186@yahoo.com>

Sent: Thursday, October 23, 2025 at 12:10:55 PM EDT

Subject: Notes - meeting with TM, lease renewal Sunny Meadow Farm

Present: Me, Paul Cohen, Kristina Bruce

- Agreed: RFP for a 5 year lease beginning 7/1/26 to be issued February 2026 with close date April 1, 2026

- Requirements will include sugaring experience and ongoing commercial operation at another site. (an expectation that bad actors would be disqualified)

- The lower parcel, currently under license to me, they believe falls under Bill Evans lease. The area can't be divided and added to the hillside lease until the Evans lease expires. They state that I will continue to have access to use the lower area under license agreement.

=> I make it clear that the lower area is imperative to any farming operation on site. It is the only level ground on the site and needed as a landing area for any operation (mine or anyone else's). I would not be able to continue to operate without it. While I would request that it be added to the lease area, I can continue with assurance of continued access by license: They state that I will not lose access to the licensed area.

2. 2025-2026 Summary notes of conversations between CBS and the town manager regarding renewal of the Sunny Meadow lease:

7/24/25 - after completing the requested cleanup and consolidation of sugaring equipment and a damaged storage shelter, I met with Kristina Bruce and Paul Cohen at my leased area of Sunny Meadow Farm. They were satisfied with the work that I had completed onsite and raised no other concerns. As the meeting was concluding, I asked for another meeting with them to discuss renewing my lease which is set to expire on June 30th, 2026. KB suggested that they wished to see how the 2026 maple season turned out - presumably if I would tap trees or not - before considering a new lease. As a significant amount of time and investment is required to harvest sap, I was insistent that I would like the opportunity to renew before that time rather than risk losing the lease after a single season. PC acknowledged the concern and agreed that we could meet again in the Fall of 2025.

10/23/26 - meeting at the Town Manager's Office to discuss renewal of my lease at Sunny Meadow Farm. Present were myself, Kristina Bruce, and Paul Cohen. Various lease options were discussed such as licenses and leases and the pros and cons of each. It was agreed that a lease was the best option for the purpose of pursuing grant opportunities. I reiterated my desire to move forward with the renewal process prior to June 30th. It was agreed between myself, PC and KB that an RFP for a new 5-year lease was to be issued by the town on or around February 1, 2026 with a closing date of April 1. Other items discussed were folding an area of Sunny Meadow currently under license to me into the new lease, as well as the possibility of disbursing sugar maple trees across the hillside.

2/5/26 - I stopped by the Town Manager's Office to discuss the accessibility of farm roads under heavy snowpack at Sunny Meadow Farm. At that time, I asked for an update on the RFP process that was agreed to in October. Kristina Bruce informed me that Paul Cohen decided not to move forward with the RFP until seeing "how things go this season." This is explicitly opposite of what was agreed to in October. I expressed my dissatisfaction with such a change and my dismay that such a decision would be made after we had previously agreed to the February timeline. I also expressed my dismay that the Town made such a change without informing me.