

**\*\*\*\*\*DRAFT MINUTES\*\*\*\*\***

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**Minutes  
Farm Sub-Committee  
February 22, 2010**

**In Attendance:**

Nancy Nickerson, Chair  
William A. Wadsworth  
John W. Vibert  
Kathleen A. Eagen, Town Manager  
Joseph Swetcky, Director of Finance & Administration  
Brandon Robertson, Avon Town Manager

Ron Simmons, Farmer

**Call to Order.**

The Chair called the meeting to order at 5:05 p.m. and introduced herself and the members of the Committee.

**Public Comments.**

Sara Garguilo – inquired about the health of the cattle and who was inspecting the farm to ensure that the cattle remain in good health.

Mary Fey - In summary, Mr. Fey spoke to the Committee about the struggles and the crisis of the overall dairy industry. He informed the group that as the past Chair of the Farm Committee he had been in close contact with Mr. Simmons and believes that the farm is moving in a positive direction. Mr. Fey also explained to the Committee that considering the low milk prices it made sense to diversify and produce yogurt at the farm instead of milk. He stated that he has visited the farm regularly and found it to be maintained properly and is in good condition. Mr. Fey stated that he is hopeful that the yogurt business will become profitable for Mr. Simmons in the near future.

Judy Reardon - Ms. Reardon told the Committee that she volunteers at the farm and spoke highly of the farm and of Mr. Simmons. She also told the Committee that the yogurt was wonderful and that Price Chopper Supermarket was interested in selling his yogurt.

**Reading of Minutes.**

The minutes of the August 19, 2009 meeting were approved.

**New Business.**

Agenda Item N-1 ...”To Meet with Ron and Frank Simmons to Review the Status and the Compliance of the Lease Dated February 20, 2002 Between the Town of Farmington and Ronald and Frank Simmons...”

Chair Nickerson asked the Town Manager to review the memo dated February 16, 2010 to the Committee where she had reviewed Mr. Simmons' lease agreement with the

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Town dated February 20, 2002 for compliance. The Committee asked some general questions. Chair Nickerson then gave Mr. Simmons an opportunity to discuss the memo.

In summary:

Article 1: **Premises:**

"For the purpose of operating a dairy farm with a minimum of fifty (50) milking head and other cattle leased, owned, or otherwise cared for by Lessee as soon as available to Lessee". During the Lease Term, Lessee covenants and agrees to pay rent to the Town in advance in the manner set forth below. "

Mr. Simmons stated that he presently had 24 milking cows out of 56 cows on the premises. He explained that he did not need 50 milking cows to make yogurt.

Article 4: **Rental:**

"During the Lease Term, Lessee covenants and agrees to pay rent to the Town in advance in the manner set forth below. "

"Eighteen Thousand Dollars (\$18,000.00) and payable in bi-monthly installments of Seven Hundred Fifty Dollars (\$750.00) on or before the 5<sup>th</sup> day and the 20<sup>th</sup> day of each month. (payments changed to \$1,500 in 2004.)"

Mr. Simmons stated that he owed the Town a balance of \$18,856.84.

Article 9: **Maintenance: (f)**

"Cattle Health "

Mr. Simmons stated that the State inspects the cows and at the present time there are no health issues with the cattle.

Article 9: **Maintenance: (g)**

Water Quality

"The regular testing of water supplies, the furnishing of all test results to the town within one day of receipt of such results and treatment as necessary of any conditions which impair the portability of any water supply."

Mr. Simmons stated that he has never furnished water results to the Town but the water was inspected on a regular basis.

Article 9: **Maintenance: (h)**

Soil Quality

"Lessee shall test the soil at regular intervals and fertilize and lime or otherwise restore the nutrients in the soil as necessary.... Lessee shall notify the Town of the results of any such tests and the proposed course of action."

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Mr. Simmons stated that he does not use any fertilizer or lime on the property. He also stated that he has not had the soil tested.

Article 14: **Environmental Protection: (b)**

"Lessee shall, prior to any use of chemicals on the Premises, obtain the Town's prior written consent of all chemicals proposed for use on the premises, including but not limited to, fertilizers, herbicides, fungicides and pesticides."

Mr. Simmons stated that he has not used any chemicals on the premises.

Article 21: **Insurance:**

"Workers Compensation, Comprehensive General Liability, Comprehensive Automobile Liability."

Mr. Simmons stated that he has insurance coverage and that he will have the insurance certificates forwarded to the Town.

Article 23: **No Assignment:**

"Lessee may not assign, transfer, sublet or encumber this Lease or its interest in the Premises or grant any license, concession or other rights for third parties to use the Premises, without the Town's written consent."

Mr. Simmons stated that he has never asked permission but has had various third party agreements. The Town has been award of some third party interests.

Article 27: **Business Records:**

.... Lessee shall furnish copies of its business records to the Town:"

Business Plan  
Financial Statement  
Budget

Mr. Simmons stated that he has been working with an organization called **SCORE** through the Chamber of Commerce to establish a business plan. He stated that he has not provided the Town will all the information required by the lease.

**Agreement Dated October 30, 2008**

The Town will: (a) remove all piles of manure at the end of the concrete pad/dairy barn and place such in Simmons' "honey wagon" and Simmons shall be responsible for spreading said manure in the farm fields; and (b) remove all debris on the west and south side of the proposed roadway to the cell tower site and remove all vegetation in

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the area of the proposed roadway as may be needed for the construction of any such roadway.”

Mr. Simmons stated that he thought it was the Town's responsibility to remove all the debris from the premises when he first leased the property. The Committee asked Mr. Simmons and Ms. Eagen various follow up questions and clarification on some issues. In general, the Committee was concerned about Mr. Simmons' lack of compliance with the lease, cattle health, insurance issues, and the fact that a business plan was not created or updated before he started his yogurt business. The Committee also discussed that an "ad-hoc" committee, consisting of farmers, created the existing lease. At the time, the "ad-hoc" committee felt that the farm could be profitable by keeping 50 dairy head on the farm; however if market conditions have changed since the inception of the lease then an updated business plan should have been created.

Chair Nickerson asked Ms. Eagen and/or her staff to inspect the farm and update the February 16, 2010 memo to the Committee. She also asked Ms. Eagen to write a follow up letter to Mr. Simmons stating that he should be in compliance with all sections of his lease with the Town by the next Farm Sub-Committee meeting on April 13, 2010 at 5:00 pm.

**New Business.**

Agenda Item N-2 "...To Consider and Discuss the Farmington Executive Summary Report that was Completed by Joseph Bonelli, Associate Extension Educator and University of Connecticut Team..."

This item was tabled until the next Committee meeting.

**Adjournment.**

The meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Kathleen A. Eagen  
Town Manager

cc: Paula Ray, Town Clerk  
Farm Sub-Committee Members

Diane Fisher-Bell by e-mail  
Mark Tartaglia - by e-mail  
Sara Garguilo- by e-mail  
Hinda Fisher- by mail  
Deb Bull – by e-mail for the Town's Website