

Agenda
Farm Sub-Committee
April 13, 2010
Town Hall Council Chambers
5:00 p.m.

- A. Call to Order.
- B. Public Comments.
- C. Reading of Minutes.
 - 1. To Approve the Minutes of the February 22, 2010 Meeting.
(Attachment 1)
- D. Old Business. None.
- E. New Business.
 - 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.
(Attachment 2)
Correspondence to Ron Simmons from Kathleen Eagen dated March 4, 2010
(Attachment 3)
Correspondence to Ron Simmons from Kathleen Eagen dated March 11, 2010
 - 2) To Consider and Discuss the Farmington Executive Summary Report that was Completed by Joseph Bonelli, Associate Extension Educator and University of Connecticut Team.
(Attachment 4)
 - 3) Next Steps.
 - 4) To Establish a Meeting Schedule.
- F. Other Business.
- G. Adjournment.
- 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

March 4, 2010

Ronald W. Simmons
199 Town Farm Road
Farmington, Ct 06032

Return Receipt/Certified Mail:

Dear Mr. Simmons:

On February 22, 2010 the Town of Farmington's Farm Sub-Committee met with you and discussed your status and compliance of your lease dated February 20, 2002 and your agreement dated October 30, 2008 with the Town of Farmington.

As a result of that meeting, the Farm Sub-Committee is requiring your compliance with your lease agreement and the separate agreement with the Town.

Both you and the Town of Farmington agreed at the February 22, 2010 meeting that you are not in compliance with the sections of the lease as stated on the following pages. The deadline for you to be in compliance with the sections as stated in this correspondence is either on or before the next Farm Sub-Committee Meeting that is scheduled to meet on April 13, 2010 at 5:00 pm in the Town Hall Council Chambers.

In the near future members of my staff will inspect the farm and I will send a follow up letter regarding your compliance with those additional sections of the lease.

Please drop off the information required to my office or send via mail and address it to my attention no later than April 13, 2010:

Kathleen A. Eagen
Town Manager
1 Monteith Drive
Farmington, CT 06032

If you have any questions, please feel free to contact me at 675-2350.

Sincerely,

Kathleen A. Eagen
Town Manager

Cc: Farm Committee Members

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..."

Compliance Requirement:

- 1. Lessee is required to keep a minimum of 50 milking head or other cattle on the premises of the farm at all times.**

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 5th day and the 20th day of each month. (payments changed to \$1,500 in 2004...)"

"...Notwithstanding the foregoing, Lessee shall at all times remain responsible for payment of the rent to the Town..."

Compliance Requirement:

- 1. Lessee is required to pay a balance of \$20,356.84 for rental payments due to the Town of Farmington by April 13, 2010.**

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

Water Quality

"Lessee, at Lessee's sole cost and expense, shall take all appropriate measure to protect the quality of the water used for drinking purposes and in the milk production process from contamination or impairment of the applicable governmental standards. Such measures shall include, but not be limited to, 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."

Compliance Requirement:

- 1. Lessee is required to set up water testing and to submit water quality reports to the Town of Farmington by April 13, 2010.**

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

Soil Quality

"Lessee shall take all reasonable measures to maintain the soil quality in a manner suitable for future agricultural purposes. Lessee shall test the soil at regular intervals and fertilize and lime or otherwise restore the nutrients in the soil as necessary to preserve and enhance its suitability for such purposes. Lessee shall notify the Town of the results of any such tests and the proposed course of action."

Compliance Requirement:

- 1. Lessee is required to set up soil testing and to submit soil quality reports to the Town of Farmington by April 13, 2010.**

Article 9: **Maintenance (i)**

Waste Oil

"...Lessee shall exercise caution in the storage of waste oil generated from any farm equipment or motor vehicles on the premises. All such waste oil shall only be stored in clean, leak-proof drums, in compliance with all environmental laws or rules governing waste oil storage. Lessee shall keep accurate records of the types of waste oil stored in any drum and shall not mix waste oil with any hazardous substance..."

Compliance Requirement:

- 1. Lessee is required to submit to the Town of Farmington a copy of records of the types of waste oil stored in any drum by April 13, 2010.**

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."

Compliance Requirement:

- 1. Lessee stated that he has not used any chemicals on the premises. If that is factual, then Lessee is in compliance with this section of the lease.**

Article 21: **Insurance:**

"Lessee shall maintain, at its sole cost and expense, at all times during the Lease Term, at least the following insurance coverages, and which shall not be deemed to limit Lessee's liability as set forth in any other portion of this Lease:

- a) Worker's Compensation at statutory limit endorsed to include employer's liability coverage of at least the maximum statutory limits for the number of employees to be covered at the premises.
- b) Comprehensive General Liability coverage, with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- c) Comprehensive Automobile Liability coverage, including all owned, non-owned and hired vehicles, with a combined single limit (or equivalent) of \$1,000,000 per occurrence.

All policies, except for Workers Compensation and Automobile Liability, shall be endorsed to name the Town as and additional insured. Lessee shall provide the Town with certificates of insurance evidencing renewal of such policy at least thirty (30) days prior to the expiration of each such policies. All policies shall require at least ten (10) days prior written notice to the Town of any cancellation or material change in such policies.

Compliance Requirement:

- 1. Lessee's insurance agent should provide the Town of Farmington with a copy of Lessee's required insurance coverage by April 13, 2010.**

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, which may be withheld in its sole discretion..."

Compliance Requirement:

- 1. Lessee is required to provide to the Town of Farmington copies of all third party agreements and/or documents (i.e. agreement to house sheep, cows, agreement to sell manure, agreement to sell wood, etc. on the premises. If you do not have written agreements with other (third) parties, you are required to provide the Town any documentation describing all agreements by April 13, 2010.**

Article 27: Business Records:

"...Upon the reasonable request of the Town and not less frequently than annually without such request, Lessee shall furnish copies of its business records to the Town, as follows:

- a) **Business Plan**: Lessee shall furnish its business plan, along with any amendments to the Town. The business plan shall be in form and content consistent with sound business planning practices; and
- b) **Financial Statement**: Lessee shall furnish its financial statement upon Lease execution and each renewal. The financial statement shall be in form and content consistent with sound accounting principles. In addition, if requested, Lessee shall furnish copies of statements received from its cooperative or agent concerning its operations at the premises.
- c) **Budget**: Upon Lessee execution and at least thirty (30) days prior to any renewal, Lessee shall submit to the Town an annual budget, prepared in accordance with standard accounting principles. Such budget shall include, but not be limited to, items required to satisfy the obligations set forth in this Lease.

Compliance Requirement:

1. Lessee will provide the Town of Farmington a business plan by April 13, 2010.
2. Lessee will provide the Town of Farmington with a complete copy of your 2008 tax returns and a copy of your 2009 tax returns by April 13, 2010.
3. Lessee will provide any documents /agreements with other parties that include any financial obligations of the lessee. For example agreement between Mr. Simmons and Claude M. Brouillard by April 13, 2010.
4. Lessee will provide any documents/agreements relating to grants and loans that have been received by April 13, 2010.

Agreement dated October 30, 2008

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

Compliance Requirement:

1. **Lessee will remove all debris on the west and south side of the proposed roadway to the cell tower site, and remove all vegetation in the area of the proposed roadway to the cell tower site, and remove all vegetation in the area of the proposed roadway by April 13, 2010.**

March 11, 2010

Ronald W. Simmons
199 Town Farm Road
Farmington, Ct 06032

Return Receipt/Certified Mail:

Dear Mr. Simmons:

On March 8, 2010 the Town of Farmington toured and inspected the Fisher Farm with your assistance. As a result of that inspection, the Town of Farmington found additional sections of your lease that you need to be in compliance with no later than April 13, 2010.

The deadline for you to be in compliance with the sections as stated in this correspondence is either on or before the next Farm Sub-Committee Meeting that is scheduled to meet on April 13, 2010 at 5:00 pm in the Town Hall Council Chambers.

If you have any questions, please feel free to contact me at 675-2350.

Sincerely,

Kathleen A. Eagen
Town Manager

Cc: Farm Committee Members

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...".

Compliance Requirement:

- 1. Based on the inspection there were 34 milking cows, 1 new born in the milking barn, and 16 heifers in the loafing barn. Lessee has to have 50 milking cows on the premises by April 13, 2010.**

Article 7: **Purpose:**

"...Lessee agrees that the Premises will be used and occupied by Lessee solely for the operation of a farm (the "Farm"). Lessee shall follow established farming practices such as seeding; fertilizing, liming and pasturing that will maintain or improve the productivity of the land. The Town makes no warranty or representation whatsoever that the Premises are suitable for such purposes..."

Compliance Requirement:

- 1. During the inspection Mr. Simmons informed the Town that seeding will be done in the spring and that cow manure is used for fertilization. He said that no lime is being applied and that it isn't necessary. Mr. Simmons also stated that pasturing of the cattle will be done in the summer months. Mr. Simmons will provide the Town with the soil reports per "Section (h) Soil Quality" of his lease. This report will verify that he is in compliance with this section of his lease. Based on the information Mr. Simmons provided at the inspection he is in compliance.**

Article 8: **Structures, Improvements/No Liens:**

"... Unless otherwise agreed to in advance in writing by the Town, Lessee shall not construct or permit any structure, improvement, installation, alteration or addition in or to the Premises. No such construction work, other than ordinary maintenance of the existing improvements, by Lessee shall be conducted at the Premises until Lessee has received written approval from the Town. As a condition to such approval, Lessee shall submit detailed plans of the proposed construction work and a description of work procedures. Any such alterations shall be performed by licensed contractors, subject to the prior written approval of the Town. Lessee shall obtain and furnish to the Town properly executed mechanic's lien waivers prior to any work being undertaken by any such contractor. The Town's approval of any such construction work or work procedures merely indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness or propriety of the proposed activities. All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Town or Lessee, except furniture or movable trade fixtures installed at the expense of Lessee, shall be the property of the Town and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to Lessee..."

Compliance Requirement:

1. **Based on the inspection, and according to Mr. Simmons the machinery shed located in the far rear of the premises collapsed last winter. Miscellaneous debris and junk is being stored in this shed. Lessee should clean out the machinery shed by April 13, 2010. Lessee and Town shall work together to repair/rebuild or tear down the shed in the spring.**

Article 9 : **Maintenance:**

"... Lessee shall take good care of the Premises and at its sole cost and expense, make all repairs and replacements necessary to preserve the Premises in good working order and in a clean, safe and sanitary condition. Lessee shall maintain, at its sole cost and expense, all building systems, equipment, fixtures and devices within the Premises, excluding the replacement of any roof or septic system. Lessee shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Lessee or any person or entity claiming through or under Lessee..."

Compliance Requirement:

(ai) Painting – Based on the inspection, all structures except the vegetable barn in the front of the premises are in need of painting. The Town needs to fully repaint all buildings except the vegetable barn. Lessee is in compliance.

(a ii) Repairs – Based on the inspection the flappers on the main barn that are used for ventilation purposes need to be repaired by the Lessee by April 13, 2010.

(b) Fences and Gates – Based on the inspection, the Lessee needs to repair/replace the temporary fencing to the north side of the main barn (near the silo). Mr. Simmons stated that he could not repair/replace the fence until the Town re-graded and rolled the area. On March 10, 2010 the Town re-graded and rolled this area to allow for better drainage. Lessee needs to be in compliance by April 13, 2010.

(c) Grounds – Based on the inspection the "dry well" was covered with mud and not draining properly. Lessee needs to keep the "dry well" located in the rear of the premises uncovered at all times for optimal drainage purposes by April 13, 2010.

(ii) Weed Control – Based on the inspection, the Town recently cut all weeds on the silo which will die off soon. Lessee is compliant.

(iii) Trash Removal- Based on the inspection, old tires, plastic and debris still remain in the far rear of the premises. According to Mr. Simmons' October 30, 2008 agreement with the Town, Mr. Simmons should remove all the tires, plastic and debris by April 13, 2010.

(iv) Storage – Based on the inspection, the smaller barn, which is located behind the main barn, is ½ full of bailed hay stored for the cows (no cows are housed in this structure) Lessee is compliant.

(d) Fixed Equipment -Based on the inspection, a skid steer (junk pay loader) should be removed by April 13, 2010.

(e) Manure Management – Based on the inspection and per Mr. Simmons, manure is being transferred daily to the pastures (the gravel pad is working well); however, several piles of manure remain on the east side of the premises (across the street towards Avon) and should be removed by April 13, 2010.

(f) Cattle Health – Based on the inspection, the cattle appear to be well fed, in good health, but noticeably unclean and full of caked-on mud and manure. Lessee should be compliant with standard animal husbandry practices by April 13, 2010.

Article 9: **Maintenance (i)**

Waste Oil

"...Lessee shall exercise caution in the storage of waste oil generated from any farm equipment or motor vehicles on the premises. All such waste oil shall only be stored in clean, leak-proof drums, in compliance with all environmental laws or rules governing waste oil storage. Lessee shall keep accurate records of the types of waste oil stored in any drum and shall not mix waste oil with any hazardous substance..."

Compliance Requirement:

- 1. Based on the inspection, Mr. Simmons said that the waste oil is re-used to oil the chains on the farm equipment but is not stored in drums. Storage of the re-used oil is unknown. The oil tank by the main barn is used to store diesel for machinery and should have double containment and put into containment tubs. Lessee should be in compliance by April 13, 2010.**

Article 10: **No Signage**

"...Lessee shall not have any right to place any sign, monument, advertising, antenna, or communications facility, at any location at or on the premises excluding temporary signs for the sale of farm products..."

Compliance Requirement:

- 1. Based on the inspection, Mr. Simmons has two signs on the premises that read "The Simmons Family Farm." Lessee should remove both signs on the premises by April 13, 2010.**

Article 11: **No Storage**

"...Except to the extent specifically authorized in writing by the Town, Lessee shall not permit, nor shall it allow, temporary or permanent storage of equipment, including but not limited to automotive parts and tires, materials or structures of any sort on the Premises, excluding items necessary for the operation of the farm on the Premises..."

Compliance Requirement:

1. Based on the inspection, miscellaneous debris is stored in the vegetable barn during the winter months. Sawdust and hay are stored in the back section of the vegetable barn. No fixed equipment is being stored in this barn. Lessee should clean out the debris from the vegetable barn by April 13, 2010.



University of Connecticut
Cooperative Extension System

Tolland County
Cooperative Extension Center

College of Agriculture and
Natural Resources

February 5, 2010

Kathy Eagen
Town Manager
1 Monteith Dr
Farmington, CT 06032

Dear Ms. Eagen:

Enclosed is the executive summary report to the Town of Farmington regarding the property owned by the Town of Farmington on Town Farm Road. This summary also takes into account the property owned by the Town of Avon adjacent to the property owned by the Town of Farmington. It is a collaborative effort based on our visit on November 30, 2009

This summary is not an assessment of the current farm operator. It is an assessment of the farm property. The observations and suggestions in this report are the result of our visit to the farm and a review of the soil maps. We appreciated the opportunity to visit the farm and to offer our observations. Please call me if you have any questions or comments regarding this report.

Sincerely,
Joseph Bonelli
Associate Extension Educator

*An Equal Opportunity Employer
And Program Provider*

24 Hyde Avenue
Vernon, Connecticut 06066-4599

Telephone: (860) 875-3331
Facsimile: (860) 875-0220
email: tolland@canr.uconn.edu
web: www.canr.uconn.edu

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, Stop Code 9410, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call 202-720-5964. Please call 860-875-3331 at least 14 days prior to any scheduled event if special accommodations are needed.

"The University of Connecticut and the U.S. Department of Agriculture cooperating"

Executive Summary

Water Resources

A purpose of the farm visit was to observe several elements of the farm operation that concerned water resources. These elements included the farmstead, farm ponds, ditches, and the riparian area along the Farmington River. Each of these are discussed.

The farmstead is located quite far (approximately 1,400 ft) from the Farmington River. It is likely that surface runoff from the farmstead would never reach the Farmington. There did not appear to be a ditch that would carry farmstead runoff to the River as well. A typical best management practice (BMP) is to divert clean water away from pollution sources, such as animal concentration areas and concrete pads. At least two of the gutters on the dairy barn flow either to a concrete pad or a high livestock traffic area. These gutters should be diverted to other areas where they will not add water to potential pollution sources. The barnyard/high traffic sacrifice area may be contributing excess nutrients to the local groundwater, but data on the quality of the groundwater is unknown. There was also mention of upslope runoff causing ponding at the south end of the dairy barn near the animal waste gutter conveyor. Walking up slope there was not great evidence of overland flow running to this wet area.

One pond was visited at the north end of the property. It is actually a ponded stream, with the inlet from under the road to the west. The pond drains toward the Farmington River. The agricultural operations do not appear to have much influence on this pond. Two other ponds on the western side of the property were not visited.

A ditch appears on the aerial photograph of the farm. It is located in field No. 7 (27.54 acres) and was connected directly to the Farmington River. This ditch is located in what is now idle land and does not appear to have water quality concerns. Apparently, this ditch was constructed by the USACOE to allow the Farmington River to flood low lands behind a natural levee.

The riparian area appeared to be somewhat narrow on the aerial photograph, and we visited the area. The forested riparian area grows on a natural levee that separates the farm fields from the river with a topographic high. Thus there would be little advantage in extending the riparian area. A trail running along the river through the riparian area might cause more water quality issues than the adjacent farm fields. There was storage of compost and stump materials at the north end of this field. These materials could be transported with flood waters.

Other Observations

1. Collect soil samples from the fields and have analyzed for fertility. Soil testing kits are available at the University of Connecticut. Tom Morris will help interpret the results.
2. Current compost operation should include all dairy manure. The compost area needs to be sited correctly obtaining the proper permits. Department of Environmental Protection (DEP) can provide a permit for a farm compost operation that has minimal requirements such as depth to groundwater, distance from a drinking water well and slope. This farm could meet those requirements, but there needs to be a commitment to properly manage the compost. Done correctly compost could be utilized by the farm for nutrients in crop fields, by the towns in landscaping the farmstead and the public ball field areas (or other town properties) and by the farm/town to generate cash flow through sales to local landscapers/homeowners.
3. A comprehensive business plan is needed to map the future of the farm. There is the potential for additional income from the farm. Joe Bonelli would be able to assist in the process of developing the business plan

4. In order to realize the farms revenue potential, the farm and Town of Farmington should consider investing in the facility and equipment. The barn, buildings, driveways, and landscaping needs to meet the standard the public demands with clean, sanitary, well managed buildings and grounds. . A possible source of help with improvements is the United Way Day of Caring program. This program matches volunteers from local companies with needy organizations to provide labor for a day. Projects have included cleaning and pressure washing buildings, painting, clearing weeds and brush etc. Having the volunteers learn what happens on the farm is a plus.

Other opportunities to consider for the farm to become more sustainable:

1. Visitors need to be embraced as potential customers. Thought should be given to creating a parking area south of the barn yard for visitors. The Town of Farmington could consider creating addition areas for passive recreation. Consider reforming the missing piece of the canal (or at least create a trail around the farmstead and back to the southern portion of the canal that does exist) and continue the trail along the canal to the river. Then create a trail along the river north to join the existing river trail on the Avon property. This would create a loop back to the parking areas in Avon and keep the visitors away from the pastures and barnyards. Several scenic overlooks could be strategically located to allow visitors to view the cows on pasture from a safe distance. Several overlooks along the canal and maybe one to a view from the top of the ester (a clearing on top or a lookout tower/silo could provide a good view).
2. There might be potential for additional sources of income including maple syrup, pick your own fruits and vegetables, pumpkins, hayrides, a corn maze and/or a community sustainable agriculture (CSA) venture. An analysis of other similar businesses in the area may generate additional options. Additional income sources could provide resources to add staff to assist with farm duties.
3. There is an enormous amount of potential on the farm. It is close to many people, with a potential draw from the ball fields to the north and the country club to the south. Ice cream or frozen yogurt has the potential if the right conditions were created. If all production could be sold locally at premium prices income would be enhanced. Food quality and safety is critical. Review Good Agricultural Practices (GAP) information and adopt GAP as appropriate and/or if required by any authority.
4. Another possibility is to develop an educational program at the farm. Partnering with nearby vocational agriculture high schools or with the Farmington High School, programs for agriculture and/or food marketing could be developed. These could serve as educational venues for students or for volunteer activities. Another idea is for educational opportunities at the University level. These could be service learning activities or internships. Students interested in agricultural marketing could work on developing a marketing plan for the farm. This could be a continuing program with revolving internships. Also, students interested in dairy management could assist in setting up more organized rotational grazing programs and learn hay production. While funding for these programs is an issue, initially the Town of Farmington may want to invest some money to start these programs with grants and increased income helping to sustain the programs. The idea that the town becomes more invested in the profitability of the farm is important.
5. The farm can consider the transition to a community farm – possible organization options:
 - a. Current farm staff would be hired as community employees with all benefits as community employees.

- b. Farm would consider transition to an organic certified grass based value added milk system i.e. ice cream, yogurt, etc. This could also reduce the number of livestock.
- c. Farm would begin to engage other residents with farm ideas
- d. A community supported agriculture(CSA) with community gardens and livestock educational activities could be created
- e. Compost for community residents to encourage food production and organic ornamental landscape and lawn application would be available
- f. Community educational farming programs would be established and provide a site for lectures and classes and hands on food production.