



INSTR # S2014000641
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CHRISTINE HALLORAN
TOWN CLERK
EASTON CT

Minutes from the Agricultural Commission Meeting
2/12/2014
7:30 PM, Town Hall Conference Room A

AGRICULTURAL
COMMISSION
FOR THE TOWN OF
EASTON
CONNECTICUT

Commission Members

Jean Stetz-Puchalski,
Chair

Victor Alfandre,
Recording Secretary

Laurel Fedor

Sal Gilbertie

Irv Silverman

Alternates:

Lori Cochran-Dougall

Meeting called to order: 7:40PM

Present: Jean Stetz-Puchalski, Victor Alfandre, Laurel Fedor, Lori Cochran-Dougall, Irv Silverman
Absent: Sal Gilbertie

Review of previous minutes, motion to approve by Laurel Fedor, second by Irv Silverman, approved unanimously.

Discussed edits to Right to Farm ordinance: Went line by line through drafts of ordinance. Made edits as a group. Victor Alfandre will finalize. See attached drafts under review. Motion to approve draft as revised by Lori Cochran-Dougall, second by Irv Silverman, approved unanimously.

Questions from First Selectman regarding SSES Lease agreement and suggested revisions:

- Discussed right of first refusal. Commission decided it was anticompetitive. Will address experience with plot in scoring rubric for future applicants.
- Discussed build and till soil clause, section 4: *Sport Hill Farm shall, before the end of the Term, plow and disk the Leased Area and sow an agricultural grade winter cover crop as is consistent with organic agricultural practices that add to the tilth of the soil.*
- Discussed feedback clause. Section 4: *Sport Hill Farm shall provide a quarterly status report to the Agricultural Commission in person at a meeting of mutual convenience.*

Motion to approve lease agreement recommendations by Lori Cochran Dougall, second by Irv Silverman, approved unanimously. Jean Stetz-Puchalski will meet with First Selectman to communicate suggested revision and confirm selection of the Sport Hill Farm applicant and report back to the commission with any feedback.

Reviewed Town Annual Report copy. Jean called for motion to approve edits. Motion by Irv Silverman. Second by Victor Alfandre.

RFP for SSES Lease of Plot A&B:

Generated one applicant, Sport Hill Farm. Motion to approve applicant Sport Hill Farm. Jean called for motion. Lori Cochran-Dougall made the motion. Victor Alfandre, second. Approved unanimously.

New business:

Ag Com discussed drafting a letter to Ganim's Tree Farm re: signs. Tabled until next meeting. LCD will draft a letter.

Request from Joe Menzel regarding a question about Barney's farm. Joe requested a call from Ag Commission. Lori Cochran-Dougall will call and report back to Commission.

State passed new act concerning horses. Commission will share info with other town commissions. See attached.

Discussion about 490 holders and email blast tabled until next meeting.

Motion to Adjourn: 9:42

Submitted by: Victor Alfandre, Recording Secretary

Victor Alfandre

RECEIVED

2014 MAR 19 A 8:46

TOWN OF EASTON RIGHT TO FARM ORDINANCE

Statutory Reference or Authority: Conn. General Stat. 1-1(q), Conn. General Stat. 19a-341

SECTION 1: PURPOSE AND INTENT.

Agriculture is a significant part of the Town of Easton's heritage, and a vital part of the Town's future. The Town officially recognizes the importance of farming to its rural quality of life, heritage, public health, scenic vistas, tax base, wetlands and wildlife, open space and local economy. This Right to Farm ordinance:

- Encourages the pursuit of agriculture
- Promotes agriculture-based economic opportunities
- Protects farmland within Easton by allowing agricultural uses and related activities to function with minimal conflict with abutting property holders and Town agencies, consistent with the Town Master Plan of Conservation and Development
- Acts as a policy statement providing an opportunity to educate Town residents from both the farming and non-farming community about a farmer's "Right to Farm" under Conn. General Stat. 1-1(q), Conn. General Stat. 19a-341.

It is the declared policy of the Town of Easton to conserve, protect and encourage the maintenance and improvement of agricultural land, both for the production of food and other agricultural products and for its natural and ecological value. It is hereby further determined that whatever impact may be caused to others through generally accepted agricultural practices, such impact is offset and ameliorated by the benefits of farming to the neighborhood, community and society in general.

SECTION 2: DEFINITIONS.

The terms "agriculture" and "farming" shall have all those meanings set forth in Section 1-1(q) of the Connecticut General Statutes, as amended.

SECTION 3: RIGHT TO FARM.

No present or future agricultural operation conducted or maintained in a manner consistent with accepted agricultural practices, which is engaged in the act of farming as defined in the ordinance, shall become or be considered a nuisance solely because such activity resulted or results in any changed condition of the use of the land. Agricultural operations may occur any time provided such activities do not violate applicable health, safety, fire, zoning, wetlands, life safety, environmental or building codes and regulations and shall include, without limitation:

1. The incidental noise from livestock, poultry or farm equipment used in generally acceptable farming practices.
2. Odors from livestock, manure, fertilizer or feed.
3. Dust and fumes associated with normally accepted farming practices.
4. Use of chemicals, provided such chemicals and the method of application conform to practices approved by the Commissioner of Energy and Environmental Protection, or where applicable the Commissioner of Public Health.
5. Irrigation and water management associated with normally accepted farming practices.

Inspection and approval of the agricultural or farming operation, place, establishment or facility by the Commissioner of the Dept. of Agriculture or his/her designee shall be prima facia evidence that such operations follow generally accepted agricultural practices. These practices must comply with Easton's Conservation Inland Wetlands Commission, Planning and Zoning Commission, and Building or Health Departments under Connecticut General Statutes.

As per Conn. Gen. Statute 19a-341, Agricultural or farming operation is not deemed a nuisance.

SECTION 4: RESOLUTION OF DISPUTES.

Residents of Easton may seek assistance from the Agricultural Commission with any complaints or concerns they have with respect to any agricultural operation, place, establishment or facility located in Easton as well as from any other Easton official, board or commission. The Agricultural Commission may provide assistance with any complaint or concern brought to it or any other official, board or commission. Nothing herein prohibits residents from making complaints to the Connecticut Department of Agriculture and seeking a remedy from said Department and any decision of the Department of Agriculture shall be considered determinative of the issues presented to said Department of Agriculture.

Nothing contained in this ordinance shall restrict the powers of Easton's Conservation Inland Wetlands Commission, Planning and Zoning Commission, Building or Health Departments under Connecticut General Statutes. In addition, these Boards and Departments are encouraged to adopt regulations consistent with this ordinance and to make the permanent preservation of farmland within the Town, a criterion in its planning policy decisions.

SECTION 5: IMPACT UPON ZONING.

As already stated, nothing contained in this ordinance shall restrict the power of the Easton Planning and Zoning Commission. The Commission is urged to adopt regulations consistent with this ordinance, and to make the permanent preservation of farmland within this municipality, a criterion in its planning and policy decisions.

SECTION 6: WILLFUL OR RECKLESS CONDUCT NOT PROTECTED.

The provisions of this ordinance shall not apply whenever a nuisance results from negligence or willful or reckless misconduct in the operation of any such agricultural or farming operation, place, establishment or facility, or any of its appurtenances.

SECTION 7: CODIFICATION.

In accordance with Conn. Gen. Statute Chapter 98, 7-148(b), the town has the right to create a right to farm ordinance.

PUBLIC HEARING:

ADOPTED:

PUBLISHED:

EFFECTIVE:

Department of Agriculture

The "Right to Farm" Law

Connecticut General Statutes, Section 19a-341

Agricultural or farming operation not deemed a nuisance. Exceptions. (a) Notwithstanding any general statute or municipal ordinance or regulation pertaining to nuisances to the contrary, no agricultural or farming operation, place, establishment or facility, or any of its appurtenances, or the operation thereof, shall be deemed to constitute a nuisance, either public or private, due to alleged objectionable (1) odor from livestock, manure, fertilizer or feed, (2) noise from livestock or farm equipment used in normal, generally acceptable farming procedures, (3) dust created during plowing or cultivation operations, (4) use of chemicals, provided such chemicals and the method of their application conform to practices approved by the commissioner of environmental protection or, where applicable, the commissioner of public health and addiction services, or (5) water pollution from livestock or crop production activities, except the pollution of public or private drinking water supplies, provided such activities conform to acceptable management practices for pollution control approved by the commissioner of environmental protection; provided such agricultural or farming operation, place, establishment or facility has been in operation for one year or more and has not been substantially changed, and such operation follows generally accepted agricultural practices. Inspection and approval of the agricultural or farming operation, place, establishment or facility by the commissioner of agriculture or his designee shall be prima facie evidence that such operation follows generally accepted agricultural practices.

(B) The provisions of this section shall not apply whenever a nuisance results from negligence or willful or reckless misconduct in the operation of any such agricultural or farming operation, place, establishment or facility, or any of its appurtenances.

January 31, 2011

2011-R-0058

RIGHT-TO-FARM ORDINANCES

By: Kristen L. Miller, Legislative Analyst II

You asked for information about right-to-farm ordinances. You specifically wanted to know (1) the purpose of such ordinances, (2) which Connecticut municipalities have them, (3) whether they are enforceable, and (4) if other states have right-to-farm laws.

SUMMARY

Municipal right-to-farm ordinances, in Connecticut and other states, are often policy statements asserting a community's commitment to agriculture and farming and, generally, reaffirming the state's right-to-farm law. The ordinances and laws mainly aim to protect farms and agricultural operations from certain nuisance lawsuits.

Connecticut's right-to-farm law exempts farms meeting specified conditions and following generally accepted agricultural practices, from certain nuisance laws, regulations, and ordinances concerning odor, noise, and other objectionable farming by-products. But it does not exempt them from nuisances caused by negligence or willful or reckless misconduct (CGA § 19a-341).

At least 12 Connecticut towns have adopted right-to-farm ordinances. None of the ordinances we reviewed impose specific conditions or requirements that could trigger an enforcement action. We attached Columbia's, New Milford's, and North Stonington's right-to-farm ordinances. New Milford's ordinance includes a procedure for mediating disputes and providing advisory opinions for agricultural practice questions, but it does not prohibit parties from directly filing nuisance actions in Superior Court.

Every state has laws protecting farmers from nuisance lawsuits in certain circumstances and municipalities throughout the country have adopted right-to-farm ordinances (American Farmland Trust (AFT) Farmland Information Center Factsheet, http://www.farmlandinfo.org/documents/27761/fp_toolbox_02-2008.pdf).

RIGHT-TO-FARM ORDINANCES

Municipal right-to-farm ordinances reaffirm and often restate a state's right-to-farm law, protecting farmers from certain nuisance lawsuits. Connecticut's right-to-farm law exempts certain agricultural and farming operations from nuisance laws, regulations, and ordinances related to the odors, noises, and other objectionable by-products associated with farming. The exemption

applies to farms and agricultural operations that (1) have been in operation for one year or more with no substantial changes and (2) follow generally accepted agricultural practices. It does not apply to nuisances caused by negligence or willful or reckless misconduct (CGS §§ 19a-341(a) and (c)).

According to AFT and the Connecticut Conference of Municipalities, municipalities adopt right-to-farm ordinances to emphasize support for local farms and agriculture. They reiterate the right-to-farm law's protections from nuisance lawsuits and often declare farming as an accepted and valued activity within the community (*Planning for Agriculture: A Guide for Connecticut Municipalities*, <http://www.farmland.org/programs/states/ct/documents/PlanningforAgriculture--AGuideforCTMunicipalities.pdf>). Some ordinances in other states may require deeds to properties in agricultural areas to have notices cautioning prospective buyers of the impacts associated with farming and agricultural activity (AFT Farmland Information Center Factsheet, http://www.farmlandinfo.org/documents/27761/fp_toolbox_02-2008.pdf).

At least 12 Connecticut municipalities have right-to-farm ordinances: Brooklyn, Canterbury, Colchester, Columbia, Eastford, Franklin, Lebanon, New Milford, North Stonington, Pomfret, Thompson, and Woodstock. Most are available online.

We attached Columbia's, New Milford's, and North Stonington's ordinances, each of which recognizes the importance of farming, declares the town's support for agriculture-related activities, and reiterates the right-to-farm law protections.

New Milford's ordinance also provides a procedure for mediating disputes and issuing advisory opinions on farming and agricultural practices. The procedure does not prohibit a party from appealing the panel's decision or filing a direct action concerning the alleged nuisance with the Superior Court. Similar procedures are included in Eastford's and Thompson's ordinances.

RIGHT-TO-FARM LAWS IN OTHER STATES

According to AFT and The National Agricultural Law Center, every state has right-to-farm laws protecting farmers from nuisance lawsuits under certain circumstances. The National Agricultural Law Center's collection of state right-to-farm statutes is located at <http://www.nationalaglawcenter.org/assets/righttofarm/index.html>.

In addition to providing protection from certain nuisance actions, some of these laws also prohibit municipalities from enacting ordinances that unreasonably restrict agriculture. A collection of state right-to-farm statutes and municipal right-to-farm ordinances maintained by AFT's Farmland Information Center is

available at http://www.farmlandinfo.org/farmland_preservation_laws/index.cfm?categoryID=&stateID=&topicID=3254.

KM: df

Attachment

RIGHT- TO- FARM ORDINANCE

(As proposed for adoption at the Annual Town Meeting of September 29, 2009)

Section I: Purpose and Intent

Agriculture plays a significant role in Columbia's heritage and future. The Town officially recognizes the importance of farming to its rural quality of life, heritage, public health, scenic vistas, tax base, wetlands and wildlife, and local economy. This Right-to-Farm ordinance encourages the pursuit of agriculture, promotes agriculture-based economic opportunities, and protects farmland within Columbia by allowing agricultural uses and related activities to function with minimal conflict with buffers and Town agencies.

It is the declared policy of the Town of Columbia to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food and other agricultural products and for its natural and ecological values. It is hereby further determined that whatever impact may be caused to others through generally accepted agricultural practices, such impact is offset and ameliorated by the benefits of farming to the neighborhood, community and society in general.

Section II: Definitions

The terms "agriculture" and "farming" shall have all those meanings set forth in Section 1-1(q) of the Connecticut General Statutes, as amended.

Section III: Right-to-Farm

No present or future agricultural operation conducted or maintained in a manner consistent with accepted agricultural practices, which is engaged in the act of farming as defined in this ordinance shall become or be considered a nuisance solely because such activity resulted or results in any changed condition of the use of adjacent land. Agricultural operations may occur any day or night provided such activities do not violate applicable health, safety, fire, zoning, wetlands, life safety, environmental or building codes and regulations and shall include, without limitation:

- 1) The incidental noise from livestock or farm equipment used in generally acceptable farming practices;
- 2) Odors from livestock, manure, fertilizer or feed;
- 3) Dust and fumes associated with normally accepted farming practices;
- 4) The use of agricultural chemicals provided such chemicals and the method of their application conform to practices approved by the State of Connecticut; and
- 5) Irrigation and water management associated with normally accepted farming practices.

Inspection and approval of the agricultural or farming operation, place, establishment or facility by the Commission of Agriculture or his/her designee shall be prima facie evidence that such operations follow generally accepted agricultural practices. Nothing contained in this ordinance shall restrict the powers of Columbia's Inland Wetlands Commission, Planning and Zoning Commission, Building or Health Departments under Connecticut General Statutes.

PUBLIC HEARING:
ADOPTED:
PUBLISHED:
EFFECTIVE:

September 29, 2009
 September 29, 2009
 October 6, 2009
 October 27, 2009

ORDINANCE CONCERNING THE RIGHT TO FARM IN THE TOWN OF NEW MILFORD

Authority CGS § 7-148 and 19a-341
Charter, Section 405
New Milford Code Sections 1- 4

Purpose and Intent

Agriculture is a significant part of the Town of New Milford's heritage and a vital part of the Town's future. It is therefore the declared policy of the Town of New Milford and legislative determination of the New Milford Town Council to conserve and protect agricultural land and to encourage agricultural operations and the sale of local farm products within the Town. It is the purpose and intent of this ordinance to promote and advance the Town's policy and reduce the loss of local agricultural resources by limiting circumstances under which any such operation may be considered a nuisance. It is hereby further legislatively determined that whatever impact may be caused to others through normal agricultural practices, such impact is offset and ameliorated by the benefits of farming to the neighborhood, community, and society in general. Methods of farming that comport with generally accepted farming practices are also deemed to comport with community standards at large. This ordinance is not to be construed as modifying or abridging state law relative to the abatement of nuisances, but is to be used in the interpretation and characterization of activities and in considering and implementing enforcement of the provisions of the Code of the Town of New Milford and other applicable Town regulations, consistent with the provisions of Connecticut General Statutes § 19a-341. Additionally, the terms of this ordinance may be used in determining whether the methods and practices that may come under review conform to community standards.

Declaration

No present or future agricultural operations conducted or maintained in a manner consistent with accepted customs and standards of the agricultural industry, including, without limitation, those practices prevailing in Litchfield County, on a recognized farm which is engaged in the act of farming as defined in this ordinance shall become or be considered, a nuisance solely because such activity resulted or results in any changed condition of the use of adjacent land. Agricultural operations may occur on holidays, weekends and weekdays by night or day provided such activities do not violate applicable health, safety, fire, life safety or building codes and regulations shall include, without limitation,:

- 1) The incidental noise from livestock or farm equipment used in normal, generally acceptable farming practices, including, without limitation, those practices prevailing in Litchfield County;
- 2) Odors from livestock, manure, fertilizer or feed;
- 3) Dust and fumes associated with normally accepted farming practices, including,

Jean Puchalski

m: Jean Puchalski
Sent: Tuesday, March 04, 2014 4:11 PM
To: 'Margret'
Subject: RE: Upcoming Planning and Zoning Commission Meeting Monday, March 10, 2014
Attachments: Right_to_Farm_Ord_V2-12.docx

Margaret,

Attached please find the draft copy of the Easton Right to Farm ordinance as suggested by the Ag Commission for discussion at the March 10th meeting of Planning and Zoning. Please note the document has embedded links to Conn. General Stat. 1-1(q) State Definition of Agriculture and Conn General Stat Conn. General Stat. 19a-341 Right to Farm Law. A pre read of this document as well as the linked CGS docs will help inform the discussion and possible action we hope will take place on March 10.

Additional resources:

OLR resource report on CT Right to Farm ordinances: <http://www.cga.ct.gov/2011/rpt/2011-R-0058.htm>

Right to Farm ordinance as a suggested step in the following documents first shared at the P&Z meeting held on April 8th, 2012 meeting P&Z meeting:

Guidance and Recommendations for Connecticut Municipal Zoning Regulations and Ordinances for Livestock.
http://www.farmland.org/documents/LivestockManual_6_20_12.pdf

American Farmland Trust and Connecticut Conference of Municipalities release of the updated *Planning for Agriculture: A Guide for Connecticut Municipalities*
http://www.farmland.org/documents/AFT_PAGCT_Full_2012_Jan_3_lowestres_pages.pdf

See you on March 10th.

Thanks!

Best,

Jean



Jean Stetz-Puchalski
Chair, Agricultural Commission
Town of Easton, CT 06612
info@individualdifferences.com
203-541-5515

From: Margret [<mailto:manania@eastonct.gov>]
Sent: Monday, March 03, 2014 12:58 PM

arise out farming practices and to issue advisory opinions concerning questions as to agricultural practices. Three (3) such members shall serve an initial two (2) year term followed by a four (4) year term. The other two members shall serve four (4) year terms. One (1) member of the panel shall be the New Milford Zoning Enforcement Officer, one (1) member shall be the Director of Health for the Town of New Milford, and one (1) member shall be a member of the Farmland Preservation Committee. The remaining two (2) members shall be electors of the Town of New Milford.

An interested person may submit a written request to the Panel care of the Mayor's office for an opinion as to whether a particular agricultural operation constitutes a nuisance or is an activity that is incidental to normal and customary farming activity and comports with community standards. In the event a dispute arises between an agricultural operator and a resident in the Town of New Milford as to whether a particular agricultural operation constitutes a nuisance, either interested party may submit a written request to the Panel for an advisory opinion or to mediate the dispute. The Panel may promulgate such regulations and procedures as it deems necessary for the implementation of this section. Nothing herein shall preclude any party from either appealing said advisory determination to the Superior Court for the Judicial District of Litchfield and/or commencing a direct action in said court to abate the claimed nuisance.

Adopted on 7/28/08

ORDINANCE CONCERNING THE RIGHT TO FARM IN THE TOWN OF NORTH STONINGTON

Purpose:

Pursuant to the powers conferred upon by Section 7 - 148 (c) (7) (e), (8), and (10) (A), and in furtherance of the goals of Section 19 a-341 of the General Statutes, the Town of North Stonington adopts this ordinance to recognize the importance of protecting prime farmland, to identify those parcels for which preservation is a priority, and to foster farming as a way of life by declaring this municipality's support of the farmer's right to farm.

Definitions:

Except as otherwise specifically defined, the words "agriculture" and "Farming" shall include cultivation of the soil, dairying, forestry, raising or harvesting of any agricultural or horticultural commodity, including the raising, shearing, feeding, caring for, training and management of livestock, including horses, bees, poultry, fur-bearing animals and wildlife, and the operation management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment, or salvaging timber or cleared land of brush or other debris left by a storm, as an incident to such farming operations; the production or harvesting of maple syrup or maple sugar, or any agricultural commodity, including lumber, as an incident to ordinary farming operations or the harvesting of mushrooms, the hatching of poultry, or the construction, operation or maintenance of ditches, canals, reservoirs or waterways used exclusively for packaging, processing, freezing, grading, storing or delivering to storage or to market, or to a carrier for transportation to market, or for direct sale any agricultural or horticultural commodity as an incident to ordinary farming operations, or, in preparation of such fruits or vegetables as an incident to the direct sale. Farmers sometimes work around the clock, often that work involves the use of large farm implements. Your daytime and nighttime peace and quiet can be disturbed by common agricultural practices, especially during the spring and fall field work seasons. The term "farm" includes farm building, and greenhouses, hoopouses and other temporary structures or other structures used primarily for the raising and, as an incident to ordinary farming operations, the sale of agricultural or horticultural commodities.

The Right to Farm:

Notwithstanding, any general statute or municipal ordinance or regulation pertaining to nuisances to the contrary, no agricultural or farming operation, place, establishment or facility, or any of its appurtenances, or the operation thereof, shall be deemed to constitute a nuisance, either public or private, due to alleged objectionable (1) Odor from livestock, manure, fertilizer or feed, (2) noise from livestock, or farm equipment used in normal, generally acceptable farming procedures, (3) dust created during plowing or cultivation operations, (4) use of chemicals, provided such chemicals and the method of their application conform to practices approved by the Commissioner of Environmental Protection, or, where applicable, Commissioner of Health Services, or

(5) water pollution from livestock or crop production activities, except the pollution of public or private drinking water supplies, provided such activities conform to acceptable management practices for pollution control approved by the Commissioner of Environmental Protection; provided such agricultural or farming operation, place, establishment or facility has been in operation for one year or more, and has not been substantially changed and such operation follows generally accepted agricultural practices. Inspection and approval of the agricultural or farming operation, place, establishment or facility by the Commissioner of Agriculture or his designee shall be prima facie evidence that such operation follows generally accepted agricultural practices.

Willful or Reckless Misconduct Not Protected:

The provisions of this ordinance shall not apply whenever a nuisance results from negligence or willful or reckless misconduct in the operation of any such agricultural or farming operation, place, establishment or facility, or any of its appurtenances.

Impact Upon Zoning:

Nothing contained in this ordinance shall restrict the power of the North Stonington Planning and Zoning Commission under Chapter 124 of the General Statutes. The Commission is urged to adopt regulations consistent with this ordinance, and to make the permanent preservation of farmland within this municipality, a criterion in its planning and policy decisions.

Effective Date:

This ordinance shall be effective (15) fifteen days after publication thereof in a newspaper having substantial circulation in the Town of North Stonington.

without limitation, those practices prevailing in Litchfield County;

4) The use of agricultural chemicals, pesticides and fertilizers associated with normally accepted farming practices, including, without limitation, those practices prevailing in Litchfield County; and

5) Irrigation and water management associated with normally accepted farming practices, including, without limitation, those practices prevailing in Litchfield County.

These provisions shall not apply whenever a nuisance results from the negligent or improper operation of any such agricultural operation.

Definitions

Agricultural operations means activities relating to agricultural use including, but not limited to, the cultivation and tillage of soil, the burning of agricultural waste products or other agricultural burning, protection of crops and livestock from insects, pests, diseases, birds, predators or other pests damaging or could potentially damage crops, the proper and lawful use of agricultural chemicals, including but not limited to the application of pesticides and fertilizers, or the raising, production, irrigation, pruning, harvesting, or processing of an agricultural commodity, including any type of crop or livestock, and any forestry improvements and timber harvesting and processing. Such operations also include the operation and transportation of farm equipment over roads within the Town and conducting agriculture-related educational and farm-based recreational activities, including agri-tourism, provided the activities are related to marketing the agricultural output or services of the farm and local produce and livestock products and provided same do not conflict with any provisions of the zoning regulations. For purposes of this ordinance, such operations do not include the slaughtering of animals not raised on the premises where they are to be slaughtered.

Farm means a premises on which farming is conducted, including, without limitation, farm buildings, and accessory buildings thereto, nurseries, orchards, ranges, greenhouses, hoop houses and other temporary structures or other structures used primarily for the raising and, as incidental and adjunctive to ordinary farming operations, the sale of locally grown or raised agricultural or horticultural products.

Farming means cultivation of soil, dairying, forestry, raising or harvesting any agricultural or horticultural commodity, including the raising, shearing, feeding, caring for, training and management of livestock; the operation, management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment. Farming does not include the storage, display or sale of crops, harvested products or produce that are not locally grown or raised, nor does it include the slaughtering of animals not raised on the premises where they are to be slaughtered.

Dispute Resolution and Advisory Opinions

The Mayor, with the approval of the Town Council, shall appoint a panel of five (5) persons to a Farming Practices Panel ("Panel") to hear and mediate disputes that may

FARMING LEASE AGREEMENT

This Agreement is made by and between the TOWN OF EASTON (the "Town") and SPORT HILL FARM LLC ("Sport Hill Farm").

1. Description of Leased Area. The Town shall permit Sport Hill Farm to use the parcels of land located on the grounds of the Samuel Staples Elementary School ("SSES") on Morehouse Road in Easton Connecticut, more particularly described as Parcel A, 2.7 Acres and Parcel B, 3.0 Acres, as outlined in red on the map attached hereto as Exhibit A (the "Leased Area"). In addition to the Leased Area, Sport Hill Farm shall have the right to use, together and in common with others, the paved main entrance to the SSES (the "Entranceway") as a means of access to the Leased Area.
2. Permitted Use. Sport Hill Farm shall use the Leased Area exclusively for the purpose of conducting organic farming (the "Permitted Use"). Sport Hill Farm shall not use the Leased Area for any other purpose.
3. Restrictions on Use. Within the Permitted Use, the following additional restrictions shall apply. With respect to the Leased Area, Sport Hill Farm shall not, without the Town's advance written permission:
 - a) Plant or cut down any trees;
 - b) Bring soil or fill. It shall be reasonable for the Town to withhold or deny permission on the grounds that the origin of the soil or fill is unknown or uncertain or that the absence of Hazardous or Special Substances cannot be verified;
 - c) Do any excavating or remove any soil;
 - d) Erect any buildings, walls or structures. Sport Hill Farm may erect around the perimeter of the Leased Area an open-style net type fence not exceeding eight (8) feet in height for the purpose of deterring deer;
 - e) Conduct retail sales;
 - f) Use, store or apply any pesticide in violation of Connecticut General Statutes Sections 10-231a, 10-231b, 10-231c or 10-231d;
 - g) Alter or remove any stone wall;
 - h) Install any sign or advertisement;

- i) Deposit any trash, garbage, refuse or waste. All trash, garbage, refuse and waste accumulated in the normal course of farming operations shall be removed at the end of each working day; or
 - j) Allow any automobiles, trucks, tractors, recreational vehicles, or motorized farm equipment to remain overnight. Sport Hill Farm may bring farm equipment to the Leased Area for the purpose of conducting its farming operations but shall not store any equipment on the Leased Area.
4. Affirmative Covenants. Sport Hill Farm shall, before the end of the Term, plow and disk the Leased Area and sow an agricultural grade winter cover crop as is consistent with organic agricultural practices that add to the tilth of the soil. If directed by the Town, Sport Hill Farm shall remove the open net fencing and fence posts from the Leased Area. Unless so directed, Sport Hill Farm shall leave that fencing and fence posts in place and they shall become the property of the Town. Sport Hill Farm shall take reasonable precautions against damaging the asphalt pavement in the Entranceway and shall promptly repair any damage to the Entranceway caused by Sport Hill Farm at Sport Hill Farm's expense. Sport Hill Farm shall keep the Entranceway clear of clods of mud. Sport Hill Farm shall provide a quarterly status report to the Agricultural Commission in person at a meeting of mutual convenience.
5. Environmental Covenants. For the purposes of this Lease, "Hazardous or Special Substance" means any substance that may not be dumped in a land fill as general trash, any substance listed under the laws of the State of Connecticut or the United States as a hazardous waste, or any other substance whose use, presence or storage at the Leased Area requires any person to comply with any environmental reporting or registration requirement under any law. Sport Hill Farm will not under any circumstances cause or permit the depositing, spillage or seepage of any Hazardous or Special Substance on the Leased Area other than in a manner which is in strict compliance with all laws and which is approved in advance by the Town. Sport Hill Farm will not use, store, generate or dispose of any substance in any manner which would cause the Leased Area to be classified as an Establishment under the laws of the State of Connecticut. Sport Hill Farm will indemnify the Town from and against any loss, cost, damage, fines, testing deemed reasonably necessary by the Town or any other expense incurred by the Town as a result of any violation of any environmental law or this Paragraph.
6. Term. The term of this Agreement shall be for three years from January 1, 2014 to December 31, 2016. If both parties agree, the lease may be extended for two more years, until December 31, 2018.
7. Rent. Sport Hill Farm shall pay to the Town \$1.00 upon execution of this Lease. There shall be no other rent due so long as Sport Hill Farm cooperates with an agricultural education program under consideration by the Board of Education. Pursuant to that agricultural education program, Sport Hill Farm would be required to allocate 25% of Parcel B for educational use by the students of SSES and a maximum of one hour per week for a maximum of ten weeks for agricultural education of SSES students. If the Board of Education does not approve an agricultural education program for incorporation into the SSES curriculum, then Sport Hill Farm shall pay 10% of the revenues attributable to the sale

of crops produced on Parcel A and Parcel B to the Town or, at the Town's election, to a local food bank. The amount due pursuant to the preceding sentence shall be determined at the end of the 2013 growing season and paid by December 31, 2013.

8. Irrigation. Sport Hill Farm may connect one or more hoses to the exterior hose bibs on SSES for the purpose of obtaining water necessary to irrigate crops on the Leased Area. Sport Hill Farm shall reimburse the Town for the cost of water used by Sport Hill Farm. At the end of the Term, the Town shall compare its water bill for the 2012 and 2013 growing seasons with the water bill for the 2011 growing season. The water bill for the 2012 growing season shall be deemed to be the baseline water usage attributable to educational use. The difference shall be deemed to be the amount of water used by Sport Hill Farm. Sport Hill Farm shall pay the cost of the water used by Sport Hill Farm within thirty (30) days after receipt of a bill from the Town.
9. Quiet Enjoyment. The Town covenants with Sport Hill Farm that the Town has good right to provide the Leased Area and that it will suffer and permit Sport Hill Farm (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy the Leased Area during the Term, without hindrance or molestation from the Town or any person claiming by, from or under the Town.
10. Assignment and Subletting. Sport Hill Farm shall not assign its rights and obligations under this Lease or sublet the Leased Area without the advance written permission of the Town which may be withheld or delayed by the Town for any reason.
11. Remedies of the Town. If Sport Hill Farm defaults in the performance of any of the covenants or conditions of this Agreement, the Town shall give Sport Hill Farm written notice of the default. If Sport Hill Farm does not cure any default within thirty (30) days after the receipt of written notice, provided the Town is not in default hereunder, then this Agreement shall thereupon expire and terminate and the Town may, at any time thereafter, re-enter the Leased Area and take possession thereof, and without such re-entry, may recover possession thereof in accordance with Connecticut law.
12. Compliance With Legal Requirements. Sport Hill Farm shall comply with and conform to all the laws of the State of Connecticut and the ordinances and regulations of the Town of Easton relating to health, zoning, nuisance, and fire so far as the Leased Area is or may be concerned.
13. Insurance. Sport Hill Farm will purchase and keep in full force and effect, during the Term, public liability insurance and worker's compensation insurance to protect the Town and Sport Hill Farm against any liability for damages or injuries to persons or property incident to the use of or resulting from any accident in or about the Leased Area. The underwriter and coverage limits of the insurance policies shall be satisfactory to the Town's Comptroller. On or before the first day of the Term, Sport Hill Farm shall deliver to the Town certificates of all insurance policies required under this Paragraph, naming the Town as additional insured. Sport Hill Farm shall obtain a written obligation on the part of the insurance carriers to notify the Town in writing prior to any cancellation of insurance. Sport Hill Farm assumes all risk

of damage to its own property arising from any cause whatsoever, including, without limitation loss by theft, vandalism or otherwise.

14. Costs and Expenses. If any party is in default of any of its covenants or obligations under this Agreement, the defaulting party shall be liable to the other for all costs and expenses, including reasonable attorney's fees incurred by the other party in enforcing its rights under this Agreement.

15. Notices. Any notice by a party to another party shall be in writing and shall be deemed to be properly given only if delivered personally or mailed by registered or certified mail, return receipt requested at the address listed below. Notice shall be deemed to have been given upon delivery, if delivered personally, and, if mailed, upon the third (3rd) day after the date of mailing. If to the Town, notice shall be delivered to Town of Easton, 225 Center Road, Easton, CT 06612, Attention: First Selectman. If to Sport Hill Farm, notice shall be delivered to: Sport Hill Farm, LLC, Attention Patti Popp, 596 Sport Hill Road, Easton, CT 06612.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth below their signatures below.

TENANT:
SPORT HILL FARM, LLC

Signature

Name

Title

Date

TOWN OF EASTON

Signature

Name

Title

Date

FarmingLeaseRenewal-01-14thru12-31-16