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**COOPERATIVE LETTER OF AGREEMENT FOR THE JOINT PARTNERSHIP OF THE
 FARMLAND PRESERVATION PROGRAM
 AND
 THE COMMUNITY FARMS PRESERVATION PROGRAM
 BETWEEN THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE AND
 THE
 TOWN OF EASTON.**

This Cooperative Agreement, is entered into by and between the State of Connecticut, Department of Agriculture, acting by and through Steven K. Reviczky, its Commissioner of Agriculture pursuant to Connecticut General Statutes (CGS) Section 4-8, and the Town of EASTON, also referred to herein as the 'municipality', for the joint partnership of the Community Farms Preservation Program and acquisition and ownership of development rights to agricultural land, pursuant to Connecticut General Statutes Chapter 422a Agricultural Lands. For purposes of this Cooperative Agreement, the term 'Parties' refers collectively to the State of Connecticut, Department of Agriculture and the Town of EASTON.

I. AUTHORITY.

This Cooperative Agreement is entered into by the State of Connecticut, Department of Agriculture under the authority of the Connecticut General Statutes, Chapter 422a, AGRICULTURAL LANDS, Section 22-26cc(e) and Section 22-26nn.

II. BACKGROUND AND PURPOSE.

Conn. Gen. Stat. section 22-26cc and section 22-26nn authorize the Commissioner of Agriculture to purchase development rights easements in agricultural lands to maintain and preserve agricultural land for farming and food production purposes.

WHEREAS, the State of Connecticut, Department of Agriculture and the Town of EASTON have mutual interests in preventing the conversion of agricultural lands to non-agricultural uses, and

WHEREAS, the Town of EASTON has a policy in support of farmland preservation in a form either as:

1. A policy statement in the plan of development which supports farming or farmland preservation, or
2. An open space plan which designates farmland for preservation purposes, or
3. A municipal farmland preservation plan, and

[IF APPLICABLE, INCLUDE THE FOLLOWING OR MODIFY PER INDIVIDUAL TOWN:

WHEREAS, the Town of EASTON has established by vote the

"EASTON Agricultural Commission" to:

1. Provide information to local farmers and municipal boards and commissions about the benefits of balancing agriculture and other land uses;
2. Educate municipal officials about agricultural laws and safety issues;
3. Identify grant sources for farmers and municipalities;
4. Enable a common understanding of agriculture among all municipal departments;
5. Provide information and guidance about agriculture-related zoning issues;
6. Support local, regional, and state vocational agricultural programs;
7. Provide conflict resolution and advisory services;
8. Identify innovative opportunities for agriculture; and
9. Create a climate that supports agriculture's economic viability in the municipality, and

WHEREAS, the municipality has an agricultural preservation fund or demonstrated mechanism for approving funds for agricultural preservation, and

WHEREAS, the State of Connecticut, Department of Agriculture, pursuant to Connecticut General Statutes Section 22-26cc et seq., administers a farmland preservation program, and has established regulations pursuant to Conn. Gen. Stat. Sect. 22-26gg for Agricultural Lands Preservation deemed necessary to carry out the purposes of CGS Chapter 422a, therefore the State of Connecticut, Department of Agriculture and the Town of EASTON, which municipality has an Agricultural Land Preservation Fund established pursuant to CGS Section 7-131q, have agreed to combine their resources to assure that such areas are protected from conversion to non-agricultural uses.

WHEREAS, the State of Connecticut, Department of Agriculture, pursuant to Connecticut General Statutes Section 22-26nn, administers a community farms program deemed necessary to carry out the purposes of CGS Chapter 422a, therefore the State of Connecticut, Department of Agriculture and the Town of EASTON, which municipality has an Agricultural Land Preservation Fund established pursuant to CGS Section 7-131q, have agreed to combine their resources to assure that such areas are protected from conversion to non-agricultural uses.

THEREFORE, the parties agree to enter into this COOPERATIVE LETTER OF AGREEMENT FOR THE JOINT PURCHASE OF DEVELOPMENT RIGHTS.

III. TOWN APPLICATION REQUIREMENT.

The Town of EASTON, will provide to the Commissioner of Agriculture the following:

1. An applicant who has voluntarily offered the sale of development rights which original application to sell development rights is signed and dated by the owner(s).
2. Copies of local assessor map of the property offered and local land record deed references, a survey of the property if available, soils maps of the property, a soil conservation plan prepared by the USDA, Natural Resources Conservation Service, and a description of agricultural operation including commodities produced and acreages planted.
3. A document identifying and recommending for preservation the applicant's agricultural lands in the municipal farmland preservation plan, or municipal plan of development or open space plan, copies of which shall also be presented by the municipality to the Commissioner of Agriculture.
4. The identity of the committee or agent designated by the municipality with the authority to negotiate for the purchase of development rights.

IV. STATE EVALUATION OF THE APPLICATION.

- A. The Commissioner of Agriculture shall evaluate projects pursuant to the state purchase of development rights program as set forth in CGS Section 22-26cc and/or pursuant to the state community farms program as set forth in CGS Section 22-26nn, and regulations set forth in Regulations of Connecticut State Agencies Section 22-26gg-1a, et.seq.
- B. Projects approved for acquisition by the Commissioner shall be appraised to determine development rights values.
- C. Projects rejected shall be ineligible for joint development rights purchase. The Commissioner shall notify the municipality of projects that have been rejected. Such notification shall include the reasons for rejection.

V. AGREEMENT FOR JOINT PURCHASE.

- A. The Commissioner and the municipality shall enter into an agreement with each other prior to the joint

purchase of development rights for a specific parcel of property, once the value of the development rights has been determined. Such agreements shall specify the following:

1. Maximum contribution for joint purchase of development rights to be made by the state;
2. Maximum contribution for joint purchase of development rights to be made by the municipality;
3. The commitment of the municipality to place its contribution to the joint purchase of development rights in an escrow account until such time as the development rights are conveyed to the state and municipality, or until such time it is determined that development rights cannot be conveyed from the applicant;
4. The contribution from the state is dependent upon approval of the State Properties Review Board and of the State Bond Commission;
5. The state may pay the reasonable closing and survey costs involved with the conveyance of development rights;
6. The representative of the municipality authorized to negotiate with the project applicant for the purchase of development rights;
7. The owner of the subject property and closing date and acquisition price;
8. A procedure for the adjustment of price based on A-2 survey acreage adjustment; and,
9. The agreement and all transactional documents shall be subject to the approval of the Attorney General.

B. Agreements are to be signed by the Commissioner and the municipality's chief elected officer, treasurer, and chairman of the municipal body or commission, if any, responsible for farmland preservation planning.

C. Said Agreement may be used as the contract for the applicant referenced in VI(C) below, and may be modified as needed at the Commissioner of Agriculture's discretion.

VI. NEGOTIATIONS WITH THE APPLICANT.

A. The Commissioner, or his designee, shall be the chief negotiator for the purchase of development rights for the project.

B. Only the municipality's designated negotiator shall be involved in negotiations with the seller in addition to the Commissioner, or his designee. Appraisals and negotiations shall be kept confidential and discussed only with signatories to the Agreement, and/or where applicable, only in executive session of the municipal body or commission. Discussions with outside third-party funders is allowed with prior permission of the Commissioner of Agriculture, or his designee.

C. Contracts for purchase of development rights shall be on a form provided by the Commissioner. Such contracts shall include:

1. The State's contribution;
2. The municipality's contribution;
3. Any requirements that must be met before conveyance of development rights may take place;
4. Commissioner's signature;
5. Municipality's negotiator's signature;
6. Closing date, identification of parties and acquisition price;
7. A provision that the contract is subject, and all transactional documents may be subject, to the approval by the Office of Policy and Management and the Attorney General; and
8. Purchase agreements may be revised and resubmitted if both the Commissioner and the town's negotiator agree.

VII. CONVEYANCE OF DEVELOPMENT RIGHTS.

A. At time of purchase, the applicant shall give, on a form provided by the State, a warranty deed

conveying marketable title in and to the development rights of the property, naming the state and the municipality jointly as grantees. Obtaining necessary land surveys, title certificate, and any title insurance shall be the responsibility of the Commissioner and the Town.

B. Deeds shall be recorded in the land records of the municipality. Surveys shall be placed on file in said municipality's land records office.

VIII. ENFORCEMENT OF RESTRICTION.

A. The Commissioner and the municipality shall cooperate in the monitoring of the development rights restrictions placed on a project. The restriction shall be enforceable solely by the Commissioner of Agriculture.

B. On site inspections of the project for compliance of restrictions shall be performed by the Commissioner or his agent(s). A designated agent of the municipality may accompany the Commissioner or his agent(s) during such inspection.

IX. DETERMINATION OF ACREAGE AMOUNTS OF ARABLE LAND.

The Commissioner shall: (1) determine the acreage of arable lands and prime and important farmland soils present at the time of purchase of development rights by the State and the municipality; and (2) make necessary adjustments due to the construction, if permitted, of a residence and/or farm building(s) made after the sale of development rights to the State. Aerial photographs, property surveys, soil surveys, and on-site inspections may be used to determine acreage. The Commissioner shall notify the owner and the municipality of the acreage determination prior to purchase.

IT WITNESS WHEREOF, the following authorized representatives of the State of Connecticut, Department of Agriculture and the Town of EASTON have executed this Cooperative Agreement.

THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE

By: Steven K. Reviczky, Commissioner Date 9/12/17
For: State of Connecticut, Department of Agriculture

THE TOWN OF EASTON

By: Adam Dunsby Date AUG 18, 2017
[Print Name:] ADAM DUNSBY Date
First Selectman [or Mayor or Chief Elected Officer]

By: Wendy Bowditch Date AUG 18, 2017
[Print Name:] WENDY BOWDITCH Date
Treasurer

By: Jean Stetz-Puchalski Date AUG 18, 2017
[Print Name:] JEAN STETZ-PUCHALSKI Date
Chairman of Agricultural Commission [or municipal body engaged in farmland preservation]