



## TOWN of TOLLAND/ 21 Tolland Green, Tolland, Connecticut 06084

April 21, 2020

### REQUEST FOR PROPOSALS – FARMLAND LEASE

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The Town of Tolland Agriculture Commission is soliciting proposals from qualified individuals interested in leasing a portion of town-owned farmland at Campbell's Peaceful Valley, 215 Hunter Road.

#### A. Background

The Town of Tolland recognizes the importance and value of farming in Tolland. The Town has established an Agriculture Commission, adopted a Right-to-Farm Ordinance, and has preserved farmland, among other efforts.

The Town purchased 88 acres from the Campbell family in 2001. Most of the land was dedicated as a Conservation Area, which provides hiking opportunities. The southern portion of the property was set aside for agricultural uses, with the very southernmost part being leased by another farmer. This RFP is focused on a roughly eight (8) acre portion. This piece includes a field, an approximately 3,000 square foot barn, and a pond. The barn has electrical power and the power has been turned off while the property is vacant. The site does not have a well available for use by the lessee. The property contains the leach field and well for the property across the street. A draft of the lease (attached) provides additional information on these encumbrances and other requirements. The Commission is willing to negotiate terms of the lease.

In July 2019, the Natural Resource Conservation Service prepared a report with recommendations for agricultural uses on this property. That report is attached. The property is located within the Shenipsit Lake Watershed. Shenipsit Lake is an integral part of the Connecticut Water Company's drinking water supply. An age-55-and-over housing development immediately abuts the property to the west and south.

The Agriculture Commission's goals are to:

- Maintain the barn and overall agrarian nature of the property.
- Provide an opportunity to expand upon locally-grown agricultural products in Tolland.
- Preserve and enhance the soils so as to support continued agriculture use over the long-term.
- Ensure that the property's use is compatible with protecting the well and leach field contained on the site.

The Commission aims to award the lease in late Spring or early Summer, allowing the selected farmer to commence activities in Summer 2020.

Key aspects of the lease include:

- Initial two (2) year term with option to renew for five (5) years at the end of year 1.
- Annual rent of \$1,500.

All parties submitting a Proposal are expected to review and be familiar with the proposed lease in its entirety prior to submitting. The Commission is willing to entertain negotiations on aspects of the lease. The final lease is subject to approval by the Tolland Town Council, in accordance with all town and state laws pertaining to the leasing of public land and facilities.

The Commission is willing to partner with the selected Lessee to apply for grant funding to improve the property in a manner that meets both the Lessee's and Town's needs for the property. However, the Town cannot guarantee it would be able to secure such funding.

Please note that a recent wind storm damaged roof panels on the barn. The Town is in the process of making repairs.

## **B. Site Visit**

The Town will make the property available for a site visit for prospective submitters during the week of May 11. Interested parties shall contact staff (see email below) to arrange an appointment to view the property. Appointments shall occur Monday through Thursday during daytime hours only.

## **C. Submittal Instructions**

Deadline - by Thursday, May 21, 2020 at 4:00 p.m.:

- Email a pdf of the proposal to [hsamokar@tolland.org](mailto:hsamokar@tolland.org). Staff will email you a confirmation of receipt. If you do not receive an email confirmation, call to confirm receipt (860-871-3601).

Submittals shall include:

- Name of applicant, mailing address, phone number and email address.
- If applicant operates a farm business, provide the legal name of the business, tax operating status, tax ID number, date established, type of business, and owner.
- Description of applicant's agricultural operation experience, including specific experience and number of years in business. Provide the same information for any other parties to be involved in farming this property.
- Description of capacity and experience to manage a licensed agricultural property.
- Proposal. The proposal shall include, at a minimum:

- Short and long term vision for the property.
- Details on intended use of property, including planned crops, livestock and other uses.
- How this property would fit into your farm's overall business plan.
- How your use of the property would benefit Tolland.
- Three references.
- Identification of any provisions in the draft lease or policies that might need to be amended to meet your needs.
- Any other information that you feel will be helpful to the Commission in making its decision.

The Commission reserves the right to reject any proposal submitted after the deadline or any incomplete proposals.

#### **D. Selection Process**

The Agriculture Commission will review and rank proposals. The Commission may choose to interview one or more of the top ranked proposals.

Proposals will be evaluated based on:

- How the proposal helps to meet the Commission's goals for this property.
- Proven farming experience. Applicants shall be regularly established in farming and agricultural business and must demonstrate the ability to perform in an acceptable and reliable manner over the life of the lease.
- Ability to comply with the Tolland Agriculture Land Use Agreement Policy (attached) and all applicable federal, state and local laws.
- In addition to the above criteria, preference will be given as follows:
  - Applicants who are a current resident or landowner in Tolland will be given the first priority.
  - Applicants who currently farm on land in Tolland will be given the second priority.
  - Applicants who do not meet either of the above requirements will be given the third priority.

The Agriculture Commission will forward its recommendation to the Town Council, which is the entity ultimately responsible for leasing town properties.

This RFP does not commit the Town to enter into a lease or pay any cost incurred in the preparation of a proposal. The Town reserves the right to accept or reject any or all proposals or parts of proposals received as a result of this request. Additionally, the Town reserves the right to waive irregularities contained in proposals received. Finally, the Town reserves the right to cancel this RFP in part or in its entirety if in its sole determination it is in the best interest to do so.

**E. Contact**

Questions must be submitted in writing by 4 p.m. Thursday, May 14, 2020 to Heidi Samokar, AICP, Director of Planning and Development, [hsamokar@tolland.org](mailto:hsamokar@tolland.org).

All questions, answers, and/or addenda will be posted on the Town's website at [www.tolland.org/bids](http://www.tolland.org/bids) by Monday, May 18. It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.

**F. Attachments**

- Draft Lease, which includes map and Agricultural Land Usage Policy. As noted above, the Commission is open to negotiating lease terms.
- Natural Resource Conservation Service Report, July 5, 2019 (This report should not be used as a substitute for a site visit by prospective applicants)

# Attachments

**Area to be Leased – Portion of 215 Hunter Road, Tolland**



**LEASE AGREEMENT**  
**CAMPBELL PEACEFUL VALLEY FARM – NORTH**  
**TOLLAND, CONNECTICUT**

**LANDLORD:**

TOWN OF TOLLAND  
21 Tolland Green  
Tolland, Connecticut 06084

**TENANT:**

NAME  
ADDRESS  
TOWN, STATE ZIP CODE

as of \_\_\_\_\_, 2020

BASIC LEASE INFORMATION

**DATE:** As of \_\_\_\_\_, 2020

**LANDLORD:** TOWN OF TOLLAND

**TENANT:**

**DEMISED PREMISES:**

**ANNUAL BASE RENT:** FIFTEEN HUNDRED DOLLARS (\$1,500.00)

**COMMENCEMENT DATE:** As of MONTH, DAY, 2020

**TERM:** INITIAL TWO (2) YEAR PERIOD BEGINNING ON THE COMMENCEMENT DATE AND ENDING ON MONTH, DAY, 2025, WITH OPTION TO RENEW FOR FIVE (5) YEAR TERM

**LANDLORD'S ADDRESS FOR NOTICES:** 21 TOLLAND GREEN  
TOLLAND, CT 06084  
ATTN: TOLLAND AGRICULTURE COMMISSION

**TENANT'S ADDRESS FOR NOTICES:** NAME  
STREET  
TOWN, STATE ZIP CODE  
ATTN:

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, the provisions of the Lease will prevail.



## **Agricultural Lease**

This Agricultural Lease (“Lease”) is made and entered as of Month Day, Year, by and between the **Town of Tolland**, a municipal corporation located in the County of Tolland, State of Connecticut, hereinafter referred to as "Lessor," and, **xx**, with an address of xx, hereinafter referred to as "Lessee”.

For the purposes of this Lease Agreement, the Tolland Agriculture Commission (“Commission”) is the agent of the Lessor.

### **WITNESSETH:**

#### **1. Demise of Leased Premises.**

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor, a parcel of land of the Lessor containing approximately 8 acres, located at 215 Hunter Road in the Town of Tolland (the "Leased Property") as indicated on a certain map or plan attached hereto as “Exhibit A”, and being a portion of the property described in a certain Warranty Deed from Clarence Campbell Jr. and Beatrice A. Campbell to the Town of Tolland, dated December 31, 2002 and recorded in Volume 790, Page 301, together with a 3,120 square foot farm building and other improvements.

Notwithstanding the foregoing, expressly excluded from this lease are a drinking water well and septic system serving a residential dwelling unit at 192 Hunter Road.

#### **2. Title and Condition.**

Lessor warrants to Lessee that Lessor is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease.

#### **3. Use and Occupancy of Leased Premises.**

##### **a. Approved Farm Plan**

- i. In addition to all other obligations of this Lease, this Lease Agreement is predicated on the implementation of a Farm Plan submitted by the Lessee and approved by the Tolland Agriculture Commission [add name, date of proposal to lease].
- ii. Such Farm Plan may be modified at any time by the lessee, subject to approval by the Agriculture Commission.
- iii. If at the time of lease-renewal, the Agriculture Commission makes a finding that the lessee has not made adequate progress in implementing the Farm Plan, such a finding may be used by the Town to not offer a lease renewal.
- iv. [Reserved for any additional provisions that need to be added based on farmers specific proposal for use of the property].

- b. The Lessee shall not conduct any Agritainment or Agri-tourism without the prior authorization of the Commission. The Lessee is responsible for obtaining and paying for any permits needed to hold such events. Agritainment or Agri-tourism includes, but is not limited to, pick-your-own, petting zoos, hay rides, children's play areas, children's discovery farms, destination mazes, pumpkin patches, fall festivals, holiday attractions, school field trips, farmers markets, and restaurant.
- c. The Lessee agrees to comply with Tolland's Agricultural Land Usage Agreement Policy adopted by the Tolland Town Council. A copy of the form of such agreement policy is attached hereto as "Attachment C", as the same may be amended from time to time.
- d. In consultation with the Town Sanitarian, livestock shall be kept a set distance from the well. The Lessee shall submit a plan for livestock waste management to the Commission for its approval.
- e. Prior to scheduled application, a Material Safety Data Sheet (MSDS) shall be provided by the Lessee to the Lessor for any commercial processed chemical or organic product or material applied to the subject property by the Lessor or his/her agent, should the federal government of the United States require the production of such MSDS sheets. Unscheduled applications shall be reported on the Annual Report Form.
- f. Should Lessee utilize organic pest management, an Organic Pest Management Plan shall be submitted.
- g. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this Lease Agreement, immediately authorizing the Lessor to re-enter and repossess said property without legal process.
- h. All crops produced by the Lessee on the Leased Premises shall be the property of the Lessee.
- i. The Lessee agrees to maintain the dual-lock system on the main gate nearest the barn to allow both the Lessor or Lessee to unlock the gate. Upon mutual agreement, the Lessor and Lessee may alter the locking system.
- j. Annually, not later than the anniversary date of the signing of this Lease, the Lessee shall submit to the Town of Tolland Town Manager an Agricultural Report Form for Annual Leases, which form is enclosed in "Attachment B."

#### **4. Maintenance and Repair; Construction of Improvements.**

- a. Lessor's Agreements and Obligations:
  - i. During the Term, Lessor shall maintain, in good operating condition and repair, the structural elements of the Buildings and all Building systems (including, but not limited to, the foundations, exterior walls, roof, driveways, and utility systems). Lessor shall repair any defect in the above within a reasonable period of time after receipt of written notice from Lessee describing such defect, unless the defect constitutes an emergency or materially interferes with the day to day Permitted Use ("Emergency Repair"), in which case Lessor shall cure the defect

as quickly as possible, but not later than thirty (30) days after receipt of notice. If Lessor fails to make such Emergency Repair, Lessee may do so, and the reasonable cost thereof shall be payable by Lessor to Lessee. In the event of an imminent emergency, Lessee, at its option, may make such repairs at Lessor's expense, before giving any written notice, but Lessee shall notify Lessor in writing within three (3) business days following such emergency.

- ii. Any entry by Lessor on the Leased Premises for any repair, maintenance or inspection described in this Lease, including, without limitation, the Equipment Facility Construction ("Lessor's Work") shall be upon twenty-four (24) hours notice to Lessee, except that no prior notice shall be required in the event of an emergency. In conducting Lessor's Work, Lessor shall take care to not disturb the building, land or any shrubs, trees, vegetation, crops growing thereon, or any farm animals, or interfere with Lessee's Permitted Use, except to the extent necessary to conduct such Lessor's Work. If Lessor's Work will necessitate any such disturbance or interference which cannot be avoided, Lessor shall notify Lessee in advance of the nature of the anticipated disturbance. Lessor shall remove any debris or refuse, whether natural or human-made, resulting from Lessor's Work and restore the Land to the condition existing as of the commencement of Lessor's Work.

b. Lessee's Obligations and Agreements:

- i. Lessee agrees that it will maintain all buildings, fences and gates, in a clean, safe and sanitary condition.
- ii. The Lessee shall prevent vegetation from encroaching upon the barn and control invasive species to the degree feasible.
- iii. No new permanent structures or installation of any paving or gravel surfaces shall be permitted within the leased property. Only grass parking areas shall be allowed.
- iv. The Commission may permit the Lessee to construct temporary structures, such as hoop houses and farm stands, subject to all the laws and regulations of the Town of Tolland and the State of Connecticut; subject to the designation of the location of such structures on the plan submitted at time of lease application or at a later time; and together with the submission of a modified map reflecting such location(s). The lessee shall be responsible for applying for and paying for any building permits, public health code reviews or other permits required for said structures. The Lessee shall remove any such structures by the end the term of the lease unless otherwise directed by the Lessor.
- v. The Lessee will maintain the cropland, pasture, and/or hayfields in good agricultural condition in accordance with the approved Farm Plan.
- vi. In the conduct of Lessee's agricultural operations, the Lessee shall not disturb the natural soil profile beyond normal and customary agricultural tillage unless specifically authorized by the Commission.
- vii. Any pesticides, herbicides, and fungicides, whether chemical or organic, must be applied by Lessee in accordance with state law. The Lessee's plan will conform to

agricultural practices recommended by the UConn Cooperative Extension Service or a comparable organization expert in agricultural stewardship.

- viii. Lessor may enter the Land at any reasonable time, upon twenty-four (24) hours notice and without interruption of Lessee's Permitted Use, for inspection and to conduct soil tests, make surveys to ensure compliance with erosion control requirements, and environmental regulations.
  - ix. The Lessee shall mow all fields on the demised premises at least two times per calendar year, with the first mowing no later than June 15 and the second mowing after July 15 but no later than November 1.
  - x. All equipment and materials shall be suitable contained on the property and be secure from blowing off-site.
- c. The Commission shall reserve the right to require the Lessee to design and implement a storm drainage management mitigation plan should the Commission, in consultation with the Town Engineer, determine that the impervious areas created by such structures justify such mitigation.

## **5. Compliance with Laws, Regulations, and Ordinances.**

- a. The Lessee agrees to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Tolland within which the premises hereby leased are situated, relating to the environment, health, nuisance, fire, highways, and sidewalks, so far as the premises hereby leased are, or may be, concerned, and to save the Lessor harmless from all fines, penalties, and costs for violation of, or non-compliance with the same.
- b. Definitions:
  - i. "Regulated Substances" means any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "regulated substances," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant hereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, 49 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, as amended from time to time, 49 U.S.C. Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended from time to time, 42 U.S. Sec. 6901, et seq. the Federal Water Pollution Control Act as amended from time to time, 33 U.S.C. Sec. 1251, et seq. Chapter 445 of the Connecticut General Statutes, Revision of 1958, as amended from time to time, C.G.S. §22a-114, et seq ; Chapter 446k of the Connecticut General Statutes, Revision of 1958, as amended from time to time, C.G.S. §22a-416 et seq ; C.G.S. §22a-134 through 22a-134d, as amended from time to time; and the Regulations of Connecticut State Agencies promulgated under Title 22a, Environmental Protection, of the Connecticut General Statutes, as amended from time to time.

Without limiting the generality of the foregoing, the term “Regulated Substances” includes (a) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants that (i) pose a hazard to the Leased Premises or (ii) cause the Leased Premises to be in violation of any Regulated Substance Laws; (b) asbestos in any form which is or could become friable; (c) urea formaldehyde foam insulation; (d) transformers or other equipment which contain polychlorinated biphenyls; and (e) Radon gas in amounts which will cause buildings erected on the Leased Premises to exceed 45 pico curies. The term “Regulated Substances” also includes any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Leased Premises.

- ii. “Environmental Enforcement Action” means, any and all enforcement, clean-up, removal, remediation or other governmental or regulatory actions or orders instituted or completed pursuant to any Regulated Substance Law, together with all claims made or threatened by any third party against Lessee or the Lessor or the Leased Premises relating to damage, contribution, cost recovery, compensation, loss or injury to the Leased Premises arising solely or resulting from an act of Lessee, its agents or servants from and after the Commencement Date.
- iii. “Regulated Substance Law” means any federal, state or local law, ordinance, regulation, or policy relating to any Regulated Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge, removal remediation, or storage thereof).
- c. The Lessee will comply with, and shall cause the Leased Premises and all occupants thereof to comply with, all Regulated Substance Laws and all Environmental Enforcement Actions.
- d. The Lessee will give Lessor prompt written notice of any actually known Environmental Enforcement Action instituted or threatened with respect to the Leased Premises.
- e. The Lessee will give Lessor immediate written notice of any condition or occurrence on the Leased Premises which, to Lessee’s actual knowledge, constitutes a violation of a Regulated Substance Law or would justify a demand for removal or remediation under any Regulated Substance Law.
- f. Lessee shall take any and all remedial action and will indemnify, save harmless and defend Lessor from any and all claims, demands, damages, fines, penalties, suits, causes of action and losses resulting from the contamination of the Leased Premises by the acts or omissions of Lessee, its agents or servants from and after the Commencement Date (defined below) or mandated by or required under any Environmental Enforcement Action. Any remedial action taken with respect to any Regulated Substances on, under, or about the Leased Premises shall be conducted and completed in accordance with all applicable Regulated Substance Laws.
- g. Lessor shall indemnify, save harmless and defend Lessee from any and all claims, demands, damages, fines, penalties, suits, causes of action and losses resulting from the

contamination of the Leased Premises by any Regulated Substances or the violation of any Regulated Substance Law which affects the Leased Premises and the Lessee's Permitted Use due to acts or omissions or parties other than the Lessee, its servants, agents and assigns.

- h. If the applicant proposes activities within 50 feet of a wetland or 100 feet of a water course or water body, it is the responsibility of the Lessee to seek a jurisdictional determination from the Tolland Inland Wetlands Commission.

## **6. Encumbrances.**

Lessor hereby informs Lessee that two encumbrances exist on the property.

- a. The first, the use of a leach field serving the house located at 192 Hunter Road. The septic system is located at 192 Hunter Road but the leach field occupies a narrow area approximately opposite the house and closely parallel to the road. This right to use the leach field continues for as long as the septic system is functioning. Lessee shall agree to abstain from any activities which may damage said system.
- b. Secondly, the owner of 192 Hunter Road has the right to draw water for their house from a well located on the premises. Lessee shall maintain suitable access to the well, and to not perform any activities in the vicinity of the well which may affect the water quality of said well. To protect both the Lessor and the Lessee, water tests based on drinking water criteria shall be performed on the well water by the Lessor prior to occupancy by the Lessee. Both the testing laboratory and the testing protocol shall be agreeable to both parties. The Lessee shall be financially responsible for the end of Lease test immediately before termination.

## **7. Term and Option to Extend or Renew.**

- a. The "Commencement Date" of this Lease shall be Month, Day 2020.
- b. The Initial Term of this Lease shall be two (2) years and shall end on Month Day, 2022, unless sooner terminated as provided herein.
- c. If at a time no sooner than the end of the first year of the first and all succeeding terms without limit, it is determined by the Lessor that said Lessee is in full compliance with the covenants herein, Lessee will be given the opportunity to renew the lease for an additional five (5) year term, effective commencing on the day following the termination of the current lease term, and subject to the discretion of the Lessor to modify terms of the Lease.
- d. Lessee shall vacate the Leased Premises upon the expiration of the Term.

## **8. Rent.**

- a. Rent due from Lessee to Lessor shall be one thousand dollars (\$1,500) per year, payable in advance of the first day of each year of the lease.

## **9. Taxes and Utilities.**

- a. The premises and structures are not subject to property taxes.
- b. Lessee may need to declare farm equipment, machinery and other personal property with the Town Assessor. Lessee shall be responsible for paying any applicable taxes.
- c. Lessee shall be responsible for electric utility bills and any costs for the electric company to turn service back on for the site.

## **10. Deposit Required.**

- a. Unless otherwise restricted by Connecticut General Statutes 47a-21, upon signing of this Lease, the Lessee shall provide a security deposit of one thousand dollars (\$1,000) or one year's rent, whichever is greater. The deposit shall be held in an interest-bearing account.
- b. The deposit is intended to cover damage to structures beyond reasonable wear and tear; the cleanup and disposal of abandoned materials, debris, supplies or equipment from the premises; failure to conduct water testing; failure to mow in accordance with this lease; and, failure to meet any obligation of this lease and such obligation results in monetary damage to the Lessor.

## **11. Annual Meeting with Agriculture Commission.**

The lessee shall attend at least one (1) meeting per calendar year of the Tolland Agriculture Commission to provide updates on their operation and discuss any issues or concerns. The Agriculture Commission may waive this requirement upon written request by the Lessee.

## **12. Conservation Plan.**

The Lessee shall work with the United States Department of Agriculture's Natural Resources Conservation Service (NRCS) to develop a Conservation Plan for its review and approval. The Lessee shall begin coordination with the NRCS within one month of the execution of this Lease. The Lessee shall submit a copy of the final, approved Conservation Plan to the Agriculture Commission within one month of the NRCS's approval.

## **13. Compliance with Law.**

- a. Lessor shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws, regulations, ordinances and restrictions.
- b. If the Lessee plans to operate the Leased Premises as a tax exempt entity, it shall provide the Lessor with the applicable IRS 501(c)(3) designation letter issued by the United States Internal Revenue Service.

## **14. Liens**

Neither Lessee nor Lessor will suffer or permit any mechanics', vendors', laborers' or materialmen's statutory or similar liens to be filed against the Lease Premises ("Mechanics' Liens"), by reason of work, labor, services or materials supplied or claimed to have been supplied to anyone holding any interest in the Leased Premises. If any Mechanics' Lien shall be filed, the Party who engaged the lienor shall, within thirty (3) days after notice of the filing, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided that such party shall have the right to contest, with due diligence, the validity or amount of any such claimed lien.

## **15. Termination**

- a. The Lessee may terminate the lease at any time upon at least thirty (30) days written notification to the Lessor.
- b. At the termination of this lease, if the Lessee is to vacate the premises per this lease, the Lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
- c. At any time subsequent to the date on which the Lessee provides notice that they intend to terminate the Lease pursuant to the immediately preceding paragraph, said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for leasing the same.
- d. If the Lessor determines that it will not renew the lease, it shall inform the Lessee a minimum of four (4) months prior to the renewal date.

## **16. Default**

- a. Any of the following occurrences or acts, inclusive of the expiry of any applicable grace or notice periods, shall constitute an "Event of Default" hereunder:
  - i. Failure to make any Rent payment within ten (10) calendar days of when due.
  - ii. Failure of either Party to keep and perform any of its respective agreements or obligations hereunder, including, without limitation, operating the Leased Premises in accordance with the Permitted Use.
- b. If there is an Event of Default by either of the Parties, the non defaulting Party shall give the defaulting Party written notice of such Event of Default.
- c. After receipt of such written notice, the defaulting Party shall have thirty (30) days in which to cure any such Event of Default, provided that such cure period shall be extended beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, the defaulting Party commences cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
- d. Neither Party may maintain any action or effect any remedies for an Event of Default against the other Party unless and until the defaulting Party has failed to cure the breach within the time periods provided in this subsection.



- e. After the expiry of all applicable grace and cure periods, either Party may, at its option proceed with a summary process action by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof; and/or

## **17. Damage or Destruction.**

- a. If the Buildings or any parts thereof shall be damaged by fire or other casualty, during the Term of this Lease:
  - i. in part, but not in whole, Lessor shall, with reasonable diligence, repair, restore, replace or rebuild the same as nearly as may be practicable to its condition and character immediately prior to such damage or destruction. Lessor shall have no obligation to restore or replace Lessee's Property. Lessee agrees to notify the Lessor promptly after becoming aware of the occurrence of any damage to the Leased Premises. Lessor shall repair the damage promptly and diligently, but in any event within ninety (90) days of such damage. If Lessor shall not have repaired such damage within such 90-day period, Lessee shall have the option of either terminating this Lease; or granting the Lessor an additional period in which to complete such repairs.
  - ii. in whole, such that the Leased Premises shall be wholly untenable or unfit for occupancy for the Permitted Use, and is not capable of restoration within one hundred and eighty (180) days of damage or destruction ("Total Destruction"), this Lease may be terminated by either Lessor or Lessee upon thirty (30) days advance written notice sent within ten (10) business days of receipt of notice of Total Destruction. In the event of termination pursuant to this subsection, this Lease shall, except for the resolution and settlement of any insurance claims resulting from such Total Destruction, terminate as of the date set forth in the written notice.

## **18. Insurance and Indemnification**

- a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- b. Lessor and Lessee each agree that at its own cost and expense, each will maintain liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Lessor agrees that it will include the other Lessor as an additional insured.

- c. Lessor shall maintain a policy or policies insuring against loss or damage to the Buildings at full replacement cost. Lessor's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Buildings required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.
- d. Subject to subsection e. below, each Party shall indemnify and hold the other, together with their respective agents, officers and employees, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.
- e. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of rights or services, incidental, punitive, indirect, special or consequential damages, interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- f. Either Party may carry such insurance under a blanket policy provided an endorsement naming the other Party as an additional insured is attached thereto. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-VIII" policy holders rating according to Best Publications latest edition Key Rating Guide.
- g. Each Party shall be required to furnish a Certificate of Insurance evidencing the insurance coverages as a condition to the effectiveness of this Lease. All policy forms shall be on the occurrence form. Exceptions must be authorized by the Lessor unless the coverage is for Professional Liability where the common form is claims made. All renewal certificates shall be furnished at least 10 days prior to policy expiration. Each party shall endeavor to cause each Certificate to contain a 30 day notice of cancellation.
- h. Each Party shall provide to the other proof of such insurance in a form conforming with the terms of this Lease no later than commencement of the Initial Term for the Initial Term and April 1 of each subsequent year of the Term, or whenever a Party's insurance coverage changes, including a change of carrier or agent. Proof of insurance shall be sent to each Party at their address first set forth above.

## **19. Subletting; Successors and Assigns.**

The interests of the Lessee in this Lease are not transferable by them or their agents or fiduciaries to any entity or person in any way without the written approval of the Lessor in its sole and absolute discretion.

**20. Notice and Demand.**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent, postage prepaid, by either overnight courier or first-class mail to:

Lessor:

Town of Tolland  
21 Tolland Green  
Tolland, CT 06084  
Attn: Town Manager

Lessee:

[fill in]

or at such other address as the parties hereto shall designate in writing in manner above provided.

**21. Notice of Lease.**

This Lease shall not be recorded in the Tolland Land Records. Each Party shall execute a Notice of Lease, in recordable form, satisfying the requirements of Section 47-19 of the Connecticut General Statutes, Rev. 1958, as amended. The Parties shall also enter into recordable supplementary notices setting forth, among other proper matters, the extension or termination of this Lease.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease as of the date of the Lease set forth above.

**LANDLORD:**

Witness:

TOWN OF TOLLAND

\_\_\_\_\_

By: \_\_\_\_\_

Name: Michael Rosen

Title: Town Manager

\_\_\_\_\_

**TENANT:**

Witness:

By:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

**EXHIBIT A**

**Area to be Leased – Portion of 215 Hunter Road, Tolland**

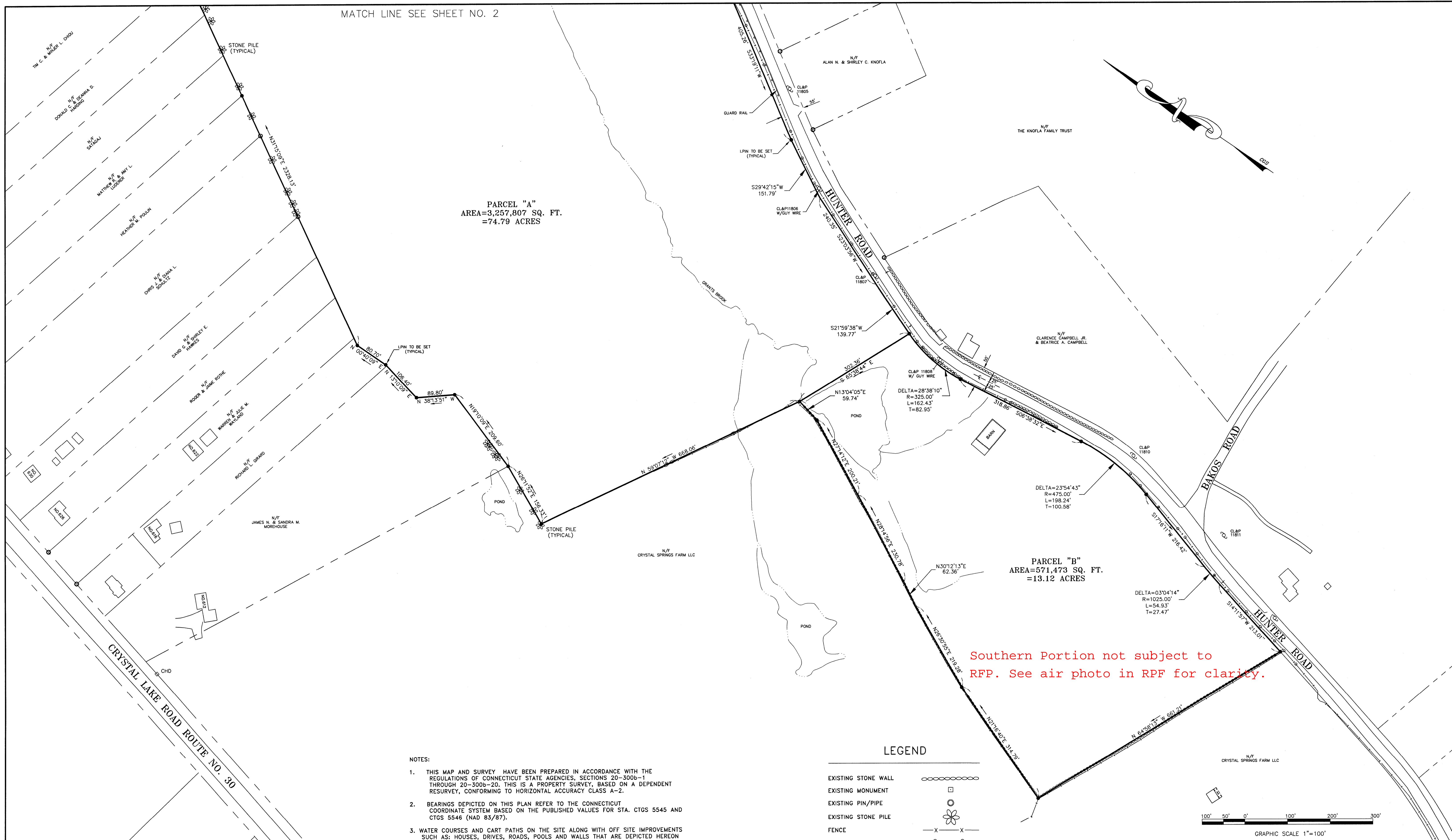


Town of Tolland  
Campbell Peaceful Valley Farm Lease Area – North  
215 Hunter Road

Being a portion of a property depicted on a map titled “Property Survey, Land of Tolland, Tolland Connecticut” dated September 21, 2003 with revisions to December 31, 2003, prepared by Gardner & Peterson Associates and found on file in the Tolland Planning and Building Department.



MATCH LINE SEE SHEET NO. 2



PARCEL "A"  
 AREA=3,257,807 SQ. FT.  
 =74.79 ACRES

PARCEL "B"  
 AREA=571,473 SQ. FT.  
 =13.12 ACRES

Southern Portion not subject to RFP. See air photo in RPF for clarity.

NOTES:

- THIS MAP AND SURVEY HAVE BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THROUGH 20-300b-20. THIS IS A PROPERTY SURVEY, BASED ON A DEPENDENT RESURVEY, CONFORMING TO HORIZONTAL ACCURACY CLASS A-2.
  - BEARINGS DEPICTED ON THIS PLAN REFER TO THE CONNECTICUT COORDINATE SYSTEM BASED ON THE PUBLISHED VALUES FOR STA. CTGS 5545 AND CTGS 5546 (NAD 83/87).
  - WATER COURSES AND CART PATHS ON THE SITE ALONG WITH OFF SITE IMPROVEMENTS SUCH AS: HOUSES, DRIVES, ROADS, POOLS AND WALLS THAT ARE DEPICTED HEREON WERE TAKEN FROM THE TOWN OF TOLLAND AERIAL TOPOGRAPHIC MAPS.
  - THE PREMISES ACQUIRED BY THE TOWN OF TOLLAND IS SUBJECT TO THE FOLLOWING RIGHTS AS DEFINED IN VOLUME 790 PAGE 301 OF THE TOLLAND LAND RECORDS:
    - TO RETAIN THE RIGHT TO FARM THE PREMISES FOR TWO YEARS FROM DATE OF CLOSING;
    - TO RETAIN THE RIGHT TO USE THE POND ON PREMISES TO WATER CATTLE ON PREMISES;
    - TO RETAIN THE RIGHT TO DISMANTLE AND RETAIN THE FARM AND EQUIPMENT AND TO SELL FARM ANIMALS AT THE COMPLETION OF THE TWO YEAR PERIOD EXCEPT FOR POLE BARN WHICH SHALL BE LEFT FOR GRANTEE'S USE.
    - TO USE THE LEACH FIELD FOR THEIR ADJACENT HOME FOR AS LONG AS THE SEPTIC SYSTEM IS FUNCTIONING.
    - TO RETAIN THE RIGHT IN PERPETUITY TO DRAW WATER FOR THEIR ADJACENT HOME FROM THE SPRING LOCATED ON THE PREMISES.
- SAID PREMISES IS FURTHER CONVEYED SUBJECT TO THE FOLLOWING:
- A CONSERVATION EASEMENT AS DEFINED IN 47-420(a) OF THE GENERAL STATUTES REQUIRING THAT THE PREMISES BE USED IN PERPETUITY EXCLUSIVELY FOR PASSIVE RECREATION AND OPEN SPACE WITH ATHLETIC FIELDS BEING SPECIFICALLY EXCLUDED FROM THIS EXCLUSION.

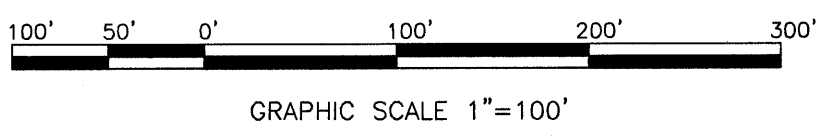
LEGEND

- EXISTING STONE WALL
- EXISTING MONUMENT
- EXISTING PIN/PIPE
- EXISTING STONE PILE
- FENCE
- GUARD RAIL
- I.PIN TO BE SET

I HEREBY DECLARE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

*Kenneth R. Peterson*  
 KENNETH R. PETERSON 9-21-03 DATE L.S. 10839 REGISTRATION NO.

- MAP REFERENCES:
- PROPERTY OF ANTHONY J. LAURIN TOLLAND, CONN., SCALE 1"=100', DATED JUNE, 1950, REVISED SEPT. 8, 1950 BY ROBERT H. CHAMBERS.
  - "PARCEL A" MAP OF PARCEL OF LAND OF ALAN N. & SHIRLEY C. KNOFLA LOCATED IN TOLLAND, CONN. SCALE 1"=100' DATED JUNE 20, 1972 BY ALFRED E. SCHINDLER.
  - SUBDIVISION PLAN PARCEL "A-1" LAND OF ALAN N. & SHIRLEY C. KNOFLA TOLLAND, CONNECTICUT SCALE 1"=40' DATED 9/15/92 BY ALFRED E. SCHINDLER.
  - LAND OF EDWIN A. EVELYN HIRTH TOLLAND, CONN. SCALE 1"=100' DATED JUNE 27, 1969 REVISED SEPT. 13, 1973.
  - BOUNDARY SURVEY PREPARED FOR THE VILLAGE AT CRYSTAL SPRINGS, CRYSTAL LAKE ROAD & HUNTER ROAD, TOLLAND, CONNECTICUT. SCALE 1"=100' DATED 3-20-2002 BY GARDNER & PETERSON.
  - PROPERTY MAPPED FOR DEVRA DRIGGS HUNTER ROAD TOLLAND, CONN. SCALE 1"=100' DATED 6-3-87 BY FUSS & O'NEILL INC.
  - PLOT PLAN FOR DEVRA DRIGGS HUNTER ROAD TOLLAND, CT. SCALE 1"=40' DATED JAN. 1988 REVISED 6-24-88 BY FUSS & O'NEILL INC.



<b>PROPERTY SURVEY</b>				
<b>LAND OF TOWN OF TOLLAND</b>				
<b>TOLLAND, CONNECTICUT</b>				
<b>GARDNER &amp; PETERSON ASSOCIATES</b>				
178 HARTFORD TURNPIKE TOLLAND, CONNECTICUT				
PROFESSIONAL ENGINEERS		LAND SURVEYORS		
REVISIONS 12/31/03 PARCEL A & B	BY J.D.D.	SCALE 1"=100'	DATE 9-21-03	SHEET NO. 1 OF 2
			MAP NO. 9971	

9971\9971A.DWG

### Annual Report Form for Agricultural Leases of Town of Tolland Property

\*\* Soil test must be performed at the same time each year. Results must be attached to this form.

Please submit this report to the Town of Tolland, Office of the Town Manager (on behalf of the Tolland Agriculture Commission).

Name of Town Property: \_\_\_\_\_

Name of Person Submitting this Report: \_\_\_\_\_

Date Report was Completed: \_\_\_\_\_

### Past Growing Season's Report: Year \_\_\_\_\_

1. Indicate the type of crops you raised or pasture used; the area occupied by each crop; the unit prices/acre of lease payments for each area utilized; and the final lease amounts. Please also submit a map showing location of each crop.

Crop/Use of Land	Acreage	Unit Cost Per Acre	Total Lease Price
Hay			
Silage Corn			
Pasture land			
Vegetables			
Fruit			
Nursery Stock			
Other			
Total Lease Payment			

2. Did you apply manure? Yes \_\_\_\_ No \_\_\_\_

If yes, please indicate the following:

Type of Manure Applied	Quantity Per Acre

3. Did you apply chemical fertilizer? Yes \_\_\_\_ No \_\_\_\_

If yes, please indicate the following:

Type(s) of Chemical Fertilizer Applied	Quantity Per Acre	MSDS Attached
Lime		
Nitrogen, Phosphorous, Potassium (NPK); indicate the ratio.		
Other		

4. Did you apply chemical pesticides (herbicides, insecticides, fungicides)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate the following:

Type(s) of Chemical Pesticides Applied	Quantity Per Acre	Target Pest	MSDS Attached

5. Did you apply organic fertilizer? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate the following:

Type(s) of Organic Fertilizer Applied (list)	Quantity Per Acre	MSDS Attached

6. Did you apply organic pesticides (herbicides, insecticides, fungicides)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate the following, and demonstrate your compliance with any Organic Pest Management Plan submitted by you and approved by the Agriculture Commission.

Type(s) of Pesticides Applied or Practice Utilized	Quantity Per Acre	Target Pest	MSDS Attached

7. If you represented that your crops were 100% organic, organic, or if you grew limited organic products, have you adhered to the practices of the National Organic Program (Section 7,CFR Part 205)?

Explain: \_\_\_\_\_

8. Were all materials applied in accordance with CT State Law? \_\_\_\_\_

9. Which winter cover crop(s) did you plant? \_\_\_\_\_

If there were exceptions to the winter crop requirement due to over-wintered crops, etc., please explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



10. If appropriate, list the types of tillage (such as mold board plowing, deep zone tillage, disc harrow, etc.) used.

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11. List any improvements or conservation practices you have implemented:

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12. Are there any issues with which the Town can assist?

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I, \_\_\_\_\_ Certify that all information submitted is correct.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**Next Growing Season's Plan**      **Year** \_\_\_\_\_

1. CROP (On aerial map of the Leased Land, show location and extent of each crop you plan to raise over the upcoming year?)

Hay \_\_\_ Pasture \_\_\_ Silage Corn \_\_\_ Vegetables \_\_\_ Fruits \_\_\_  
 Nursery Stock \_\_\_ Other (Explain) \_\_\_\_\_

2. Did you plan to apply manure?      Yes \_\_\_      No \_\_\_

If yes, please indicate the following:

Type of Manure to be Applied	Quantity Per Acre

3. Did you plan to apply chemical fertilizer?      Yes \_\_\_      No \_\_\_

If yes, please indicate the following:

Type of Chemical Fertilizer applied	Quantity Per Acre	MSDS Attached
Lime		
Nitrogen, Phosphorous, Potassium (NPK); indicate the ratio.		
Other		

4. Did you plan to apply chemical pesticides (herbicides, insecticides, fungicides)?      Yes \_\_\_      No \_\_\_

If yes, please indicate the following:

Type of Chemical Pesticides to be Applied	Quantity Per Acre	Target Pest	MSDS Attached

5. Did you plan to apply organic fertilizer?      Yes \_\_\_      No \_\_\_

If yes, please indicate the following:

Type of Organic Fertilizer to be Applied (list)	Quantity Per Acre	MSDS Attached

6. Did you plan to apply organic pesticides (herbicides, insecticides, fungicides)?      Yes    \_\_\_      No    \_\_\_

If yes, please indicate the following:

<b>Type of Organic Pesticide to be Applied or Practice Utilized, including live organisms for pest management</b>	<b>Quantity Per Acre</b>	<b>Target Pest</b>	<b>MSDS Attached</b>

Signature of Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C**

### ***Agricultural Land Usage Policy***

The Town of Tolland (“Town”) owns property with prime agriculture soils and soils of statewide and local importance. The Town is committed to keeping this land in agricultural production and therefore leases such land to farmers. In order to ensure the preservation of town agricultural land and to promote good stewardship, the Tolland Agriculture Commission recommends the following policy be adhered to by Lessees.

The town understands that in some cases these policies may need to be modified. Lessees shall submit written requests for modifications to the Agriculture Commission. The Agriculture Commission will consider any requests at its next scheduled meeting.

If any policies conflict with terms of the lease, the terms of the lease shall prevail.

#### **1. General**

- The Lessee is to follow farming practices that maintain the land in good agricultural standing. Examples include using cover crops, returning organic matter to the soil, and maintaining grass cover on pasture.
- Lessees are encouraged to seek out alternatives to genetically modified crops.

#### **2. Cropland Soil Testing**

- Soil is to be tested once per year, at the same time of the year. The Commission recommends that testing is conducted in the fall.
- The Lessee may choose the lab. One option is the University of Connecticut Nutrient Analysis Laboratory.
- The soil test is to test for the following and the lab shall provide recommendations for each element:
  - Calcium
  - Magnesium
  - Phosphorus
  - Potassium
  - Percentage organic matter
- Testing for and addressing deficiencies in additional elements is encouraged.

#### **3. Fertilizer, Compost and Manure**

- Fertilizer applications shall be applied per soil test lab recommendations.
- The application of sewer sludge or other treated residuals from wastewater treatment (e.g., biosolids) is expressly prohibited.
- The Lessee shall refrain from long-term storage of manure. The Agriculture Commission will determine appropriate time-frames based on the number and type of livestock, if any.

#### **4. Pesticides**

- See lease for reporting requirements.

- All pesticides shall be applied according to the manufacturer's recommendations or according to the University of Connecticut Cooperative Extension's recommendations.
- The use of Atrazine or its agent is expressly prohibited.

#### **5. Cover Crops**

- Cover crops are required unless there is inadequate time to establish a cover crop post-harvest.
- For cover crop recommendations, please contact the Agriculture Commission.

#### **6. Outdoor Storage**

- Outdoor storage shall be approved by the Agriculture Commission.
- Long-term outdoor storage is discouraged. The Lessee should identify any long-term outdoor storage needs and review those needs with the Commission.

#### **7. Stone Piles**

- Stones removed from any field and piled around the perimeter of the premises are not to exceed three feet in height.

#### **8. Trees, Shrubs and Plants**

- The Lessee shall not plant any plants that are listed as invasive by the Connecticut Invasive Plant Working Group.
- The trimming of brush and overhanging branches is allowed along the edges of the field.
- The Lessee is not to remove any trees or shrubs without written consent of the Agriculture Commission. This provision does not apply to crops cultivated by the Lessee.
- The Lessee is encouraged to manage and eradicate invasive species as feasible.

#### **9. Fencing and Stone walls**

- The Lessee shall not install or remove fencing without written approval of the Agriculture Commission.
- The Lessee shall not remove any stone walls.

#### **10. Watercourses**

- The Lessee shall not cultivate within 25 feet of a waterbody or water course.
- The Lessee is responsible for consulting with the Inland Wetlands Commission regarding any activities that may require a jurisdictional determination.

#### **11. Non-agricultural Uses**

- Only agricultural uses as defined in Connecticut General Statutes are allowed.

#### **12. Livestock**

- The keeping animals on the property is allowed with written consent of the Agriculture Commission.

**Exhibit D**

[Approved Farm Plan submitted by farmer would be attached here]

## Campbell Peaceful Valley Farm

July 5, 2019

Campbell Peaceful Valley Farm is located at 215 Hunter Road in Tolland, CT. The property was purchased by the Town of Tolland in 2003 and is leased out for agriculture production. The town contacted the Natural Resources Conservation Service (NRCS) for advice on potential agricultural uses for the property.

The 8-acre property has 5 acres of open field, a livestock barn with electricity, boundary fence, a shallow water catchment basin, a pond, and a spring. According to the Agricultural Lease the Lessee does not have access to the spring. This assessment is only on the 5 acres of open area and barn, all located south of the pond and spring.

### Soils:

The three soil units mapped within the open field are:

46B- Woodbridge fine sandy loam, 0-8% slopes, very stony. Moderately well drained soil with a seasonal zone of water saturation at 20 inches during November – May. The nonirrigated land capability classification is a 6s; soils not suitable for cultivation because of stones and shallow depths and limited to use as pasture or woodland.

60C- Canton and Charlton fine sandy loam, 3-8% slopes. Well drained soil with no zone of water saturation within a depth of 72 inches. The nonirrigated land capability classification is a 3e; soils with a severe risk of erosion if they are cultivated and not protected.

61B- Canton and Charlton fine sandy loam, 0-8% slopes, very stony. Well drained soil with no zone of water saturation within a depth of 72 inches. The nonirrigated land capability classification is a 6s; soils not suitable for cultivation because of stones and shallow depths and limited to use as pasture or woodland.

### Water:

Currently there is no access to potable water on the property. The neighbor across the street has the perpetual right to draw water from the spring for drinking water purposes. The lessee of the property shall not perform any activities that may compromise the spring's water quality. The spring flows past the barn and into a small pond located on the northwestern section of the town property. The size of the area of open water in the pond has been decreasing over the years. The neighbor's septic leach field lays between Hunter Road and pond. The water quality of the pond should be tested before using to irrigate crops or water livestock.

According to topographic maps there is a stream running within the western portion of the field into the pond. The stream does not show up on aerial imagery and can not be seen when walking the field. The stream may no longer exist; has been diverted to the shallow water catchment basin along the field boundary; or is now underground. There might be an old spring development approximately 60 feet northeast of the catchment basin. Under the overgrown vegetation are several flat stones that appear

to be covering a small opening in an area that was saturated with water. There is a small depression within this location seen on the Hillshade map. More investigation is needed to determine what is here.

The property is located within a 303D Impaired Watershed and within the CTWC-Northern Region-Western System Public Water Supply Basin.

**Vegetation:**

The vegetation types split up the field into two main sections: eastern and western. The eastern portion of the property consists mainly of grasses, with some ferns and weeds. The western portion of the property consist mainly of weeds, goldenrod, and ferns, with some grasses. This section of field is in an old-pasture stage of growth. An area west of the barn has sedges and phragmites, indicators that the ground is saturated for most of the year. All along the fence lines are invasive plants such as autumn olive, multiflora rose, oriental bittersweet, and honeysuckle.

**Optional uses for field:**

**1) Livestock**

In its current condition, goats would be good candidates for the low-quality pasture. Goats are browsers generally eating more of shrubs and weeds and less of grasses, while other livestock such as sheep and cows, consume more grasses and clovers. Plow up the existing vegetation and reseed the field with a pasture mix if plan to graze livestock such as sheep, alpacas, and beef cows.

There are pockets of wet areas in the field west of the barn and the mapped soils on the southeastern side of the property has erosive qualities. Due to the areas of wetness and potential erosion this can create limitations to livestock types and numbers. If managed properly there is potential for successful grazing. Rotational grazing can keep weeds at a minimum, prevent over grazing, evenly distribute manure throughout the field, and provide adequate forage.

If the grazing is managed on the 5 acres of improved pasture, the field can handle approximately:

30 goats or 25 sheep with lambs, moved to a new paddock every 3 days

or

8 beef cows at 900lbs, moved to a new paddock every 5 days

The fence line along the field edges should be cleared from all trees and shrubs. Before installing a new boundary fence, know what type of animals will be on site to be sure it is adequate for that species. For example, barb wire along the stonewalls should be enough to keep beef cattle and sheep in the field. An additional electric wire or two will be needed for goats. Installation of temporary fence can be used to break up the pasture into individual paddocks allowing for rotational grazing. Livestock should be fenced out of open water and saturated areas.

The existing barn can house livestock and their feed. Installing fence around the concrete pad on the south side of the barn would give animals outdoor access when they need to stay off the



pastures. Manure should be collected daily from the concrete pad stored under a cover to prevent nutrient runoff. Care must be taken to keep excess nutrients from leaching into or running off into the spring. One potential site for the temporary manure pile is to store it on the concrete floor inside the western side of the barn. Planting tall shrubs on this side of the barn will shield the manure pile from the neighbors to the west. Install a gutter system with outlets on the barn to keep the roof runoff away from the concrete pad.

A reliable source of water is needed on the property. A well will provide water to livestock year-round. Another option to explore is a spring development. Water should be provided at the barn and piped out to each paddock. A PE plastic pipeline laid on the surface can be installed to carry water out to the paddocks during the grazing months.

## **2) Vegetables**

Growing a variety of vegetables is another option for the property.

Due to the potential for soil erosion, plant the crop rows along the contours and not up and down the slope. Keep as much soil covered as possible by applying mulch between the rows and planting a cover crop. These measures will reduce soil loss, add organic matter to soil, and can control weeds and pests.

The western half of the field may be wet for too long for common crops such as tomatoes, peppers, and brassicas. If this area is not used it should be mowed at least once a year. A smaller section could be planted to a pollinator habitat to provide feed and shelter for beneficial insects to assist with controlling crop pest populations.

Provide a source of irrigation water to meet crop's water needs. The barn can be used to store equipment under cover and out of site. Repairing the existing fence may not be a necessity. Invasive plants along the fence line most likely will not have any negative effects on vegetable production.

## **3) Orchard**

It is important to think of the microclimates on the property before planting fruit trees and shrubs for profit. Avoid low areas or frost pockets. A gentle slope with air flow and well drained soils are preferred over flat sites. Crop trees such as peach and cherry are sensitive to "wet feet".

Most of the field is mapped as 46B Woodbridge fine sandy loam. This soil may not be suitable for an orchard due to the seasonal water saturation from November to May. The areas mapped as 60C Canton and Charlton fine sandy loam may be able to provide the adequate drainage necessary for an orchard. More investigation of the soils on site may be required before planting fruit trees and shrubs.

An orchard should have a permanent vegetated cover between the trees and shrubs to minimize any soil loss. As with vegetables, a source of irrigation water will be needed especially during tree establishment. Planting a pollinator habitat will also offer benefits to the crops.

## **4) Hay land**

Another option for the field is to plow it up and seed down with a hay mix. Invasive plants along the field boundaries should be removed and monitored so not to compromise the quality of hay.

The barn could be used to store harvested hay and equipment. Hay fields do not require irrigation water. To prevent rutting, equipment should stay off the field when the ground is saturated. Some areas may be too wet for hay production, these areas should be mowed when the ground is dry or frozen to keep weeds and shrubs from spreading.

#### **5) Combination**

The field could be separated into livestock, vegetable, and/or orchard production areas.

Livestock can graze on 3 acres in the western portion of the property and vegetables and/or an orchard can be grown on the eastern portion.

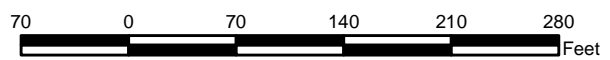
The animal numbers would be about half of what good quality pasture can handle on the 5 acres. The animal manure can be used to provide nutrients to vegetables and fruit trees and shrubs grown on site instead of being trucked off site.

# Campbell Peaceful Valley Farm Field Visit 5/15/2019

Date: 5/15/2019

Agency: USDA-NRCS

Field Office: WINDSOR SERVICE CENTER  
Assisted By: NIKKI BAK



1:1,500

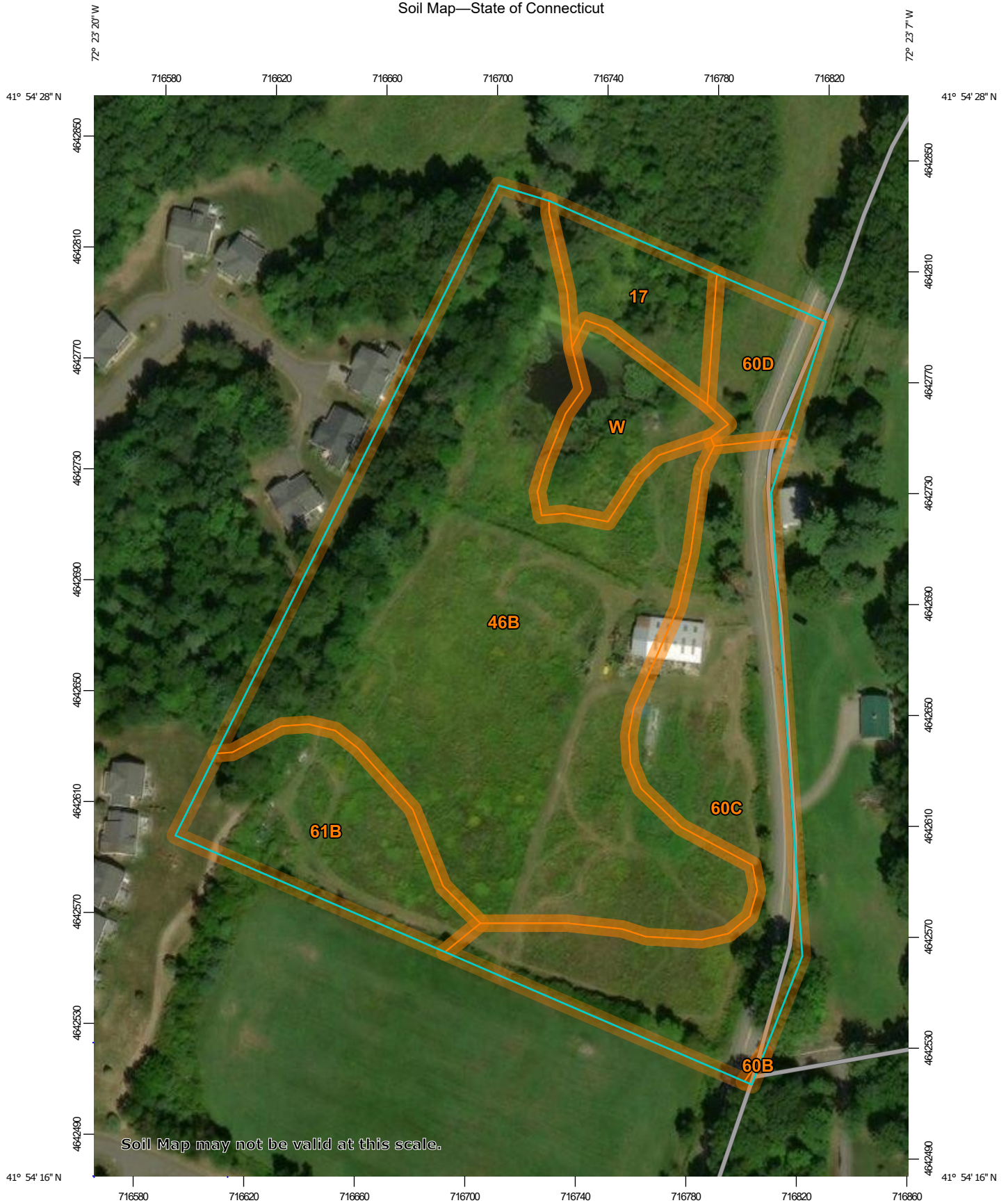


2016 aerial image

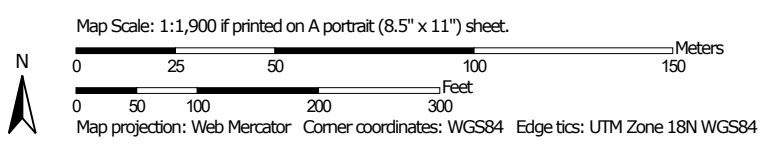




Soil Map—State of Connecticut




Soil Map may not be valid at this scale.



## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut  
 Survey Area Data: Version 18, Dec 6, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2013—Sep 23, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
17	Timakwa and Natchaug soils, 0 to 2 percent slopes	0.6	4.9%
46B	Woodbridge fine sandy loam, 0 to 8 percent slopes, very stony	6.2	53.1%
60B	Canton and Charlton fine sandy loams, 3 to 8 percent slopes	0.0	0.0%
60C	Canton and Charlton fine sandy loams, 8 to 15 percent slopes	2.6	22.7%
60D	Canton and Charlton soils, 15 to 25 percent slopes	0.5	3.9%
61B	Canton and Charlton fine sandy loams, 0 to 8 percent slopes, very stony	1.1	9.9%
W	Water	0.6	5.4%
<b>Totals for Area of Interest</b>		<b>11.6</b>	<b>100.0%</b>

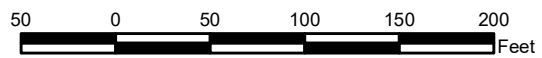
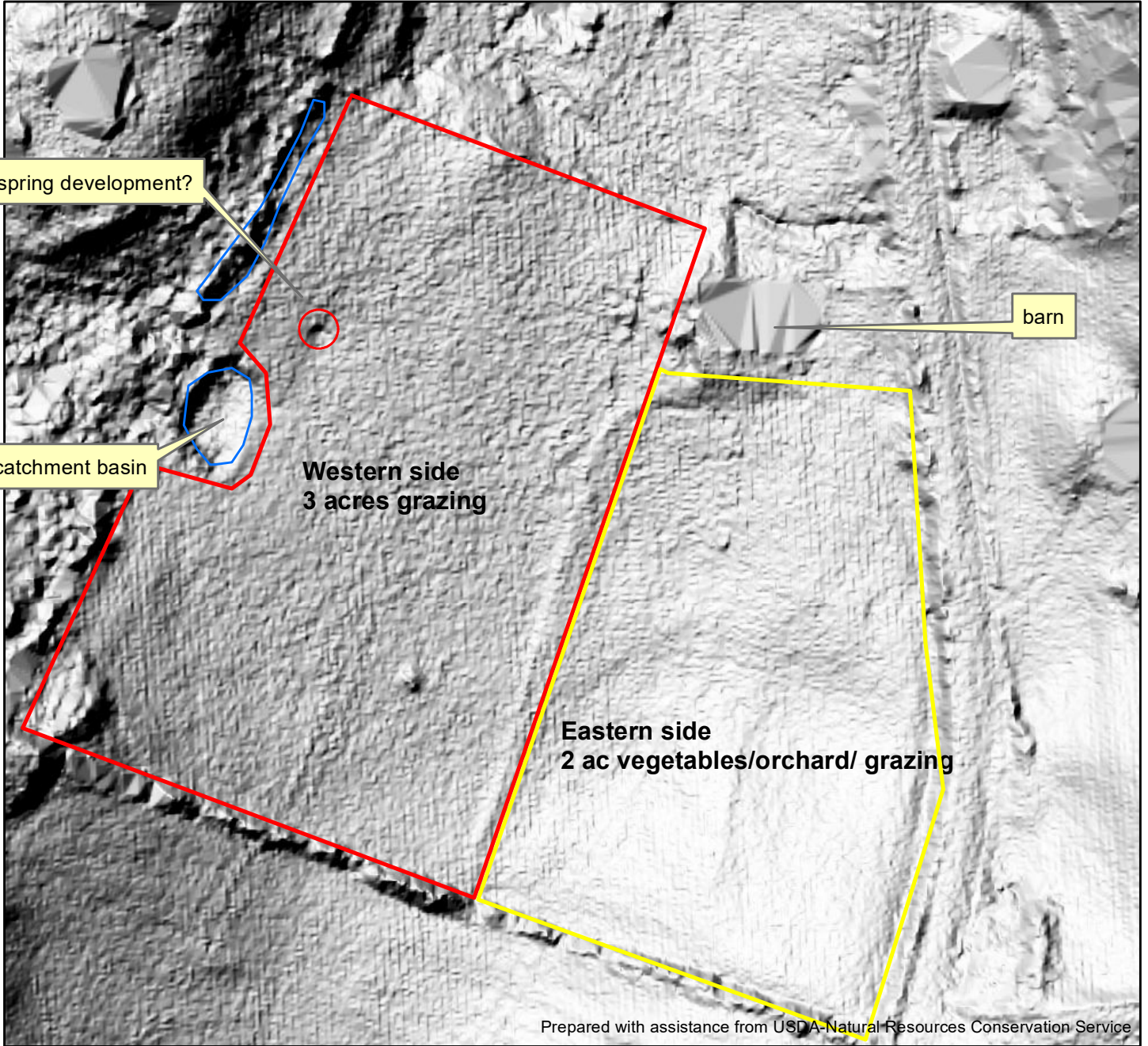


# Hillshade Map

Date: 5/15/2019

Agency: USDA-NRCS

Field Office: WINDSOR SERVICE CENTER  
Assisted By: NIKKI BAK



1:1,219



2016 aerial image

