

# **Woodbridge Municipal Parcels Available for Lease to Farmers**

The Town of Woodbridge owns several parcels of open space suitable for farming and makes these available on an annual basis to farmers wishing to enter into a lease agreement to farm these parcels.

This program was established by the Town many years ago and is governed by the Board of Selectmen, which votes annually to approve the lease agreements. The availability of the land for lease is advertised in the newspaper and requests for consideration must be received in writing.

## **Inventory of Town-owned farm property available for lease as of February 6, 2018:**

### **1) Bishop East (aka Darling Property) – 1907 Litchfield Turnpike**

1907 Litchfield Turnpike (field directly south of the Darling House and fields north of stone wall and lower field along West River)

### **2) Bishop West – 1910 Litchfield Turnpike**

1910 Litchfield Turnpike (behind yellow barn)

### **3) Bishop Property – 1936 Litchfield Turnpike**

1936 Litchfield Turnpike (field north of house at 1932 Litchfield Turnpike)

### **4) Eicher Property – 1966 Litchfield Turnpike**

1966 Litchfield Turnpike (formerly included in Shepherd Farm land)

### **5) Fitzgerald Property – 100 Center Road**

100 Center Road (three fields)

### **6) Elderslie Preserve – 211 Peck Hill Road**

211 Peck Hill Road (3 hay fields)

### **7) Alegi Property – 160 Pease Road and 52 Center Road**

160 Pease Road (connecting with 52 Center Road)

### **8) Zwick Property – 282 Seymour Road**

282 Seymour Road address (field is located at corner of Acorn Hill Road & Seymour Road)

As of February 2018, the total number of municipal parcels available for lease to farmers is eight. The number of municipal parcels leased for the 2018 growing season (through December 31, 2018) is eight – see attached Board of Selectmen authorization of leases for details. Program guidelines and a sample lease agreement description is also attached.

**FARM LEASES**

The Board of Selectmen **VOTED UNANIMOUSLY** (Heller – Crisco) to approve the Farm Land Leases for the 2018 growing season as presented:

Ethan Schneider (Koan Farms) (Darling House Tenant)

- a. Field south of Darling House planting vegetables, etc.
- b.  $\frac{1}{2}$  Lower field adjacent to West River, vegetables (share with Sarah Shepherd)

Sarah Shepherd – 1990 Litchfield Turnpike

- a. 1936 Litchfield Turnpike
- b. 1966 Litchfield Turnpike - Eicher Property
- c. 1907 Litchfield Turnpike - Field north of stonewall

Lower field adjacent to West River (share with Ethan)

Chris Sorensen – 420 Amity Road

- a. 1910 Litchfield Turnpike – Field behind yellow barn
- b. As a courtesy to the Town, Chris mows the Town Owned “Meiss Property” on Rimmon Road to keep the scrub down

Keith Arnold – 127 Beecher Road

- a. Fitzgerald Property – Two front fields and lower field. Keith seeds the three fields and harvests the resulting hay.
- b. Peck Hill Road - Elderslie – hays three fields

Tim Kriz – 13 Bear Hill Road

- a. Zwick Property – 282 Seymour Road

Kristyna & Oliver Hulland – 48 Center Road

- a. Alegi Property, 160 Pease Road and portion of 52 Center Road

Lease includes an agreement with the Recreation Dept. allowing cars to be parked on a portion of the property during soccer season.

**ADJOURNMENT**

On a non-debatable motion by Mr. Dey, seconded by Ms. Schatz, the meeting adjourned at 6:38 p.m.

Respectfully Submitted  
Geraldine S. Shaw, Clerk



# 100 Center Rd

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SEYMOUR ROAD

50 acres

~ 3.50 Acres

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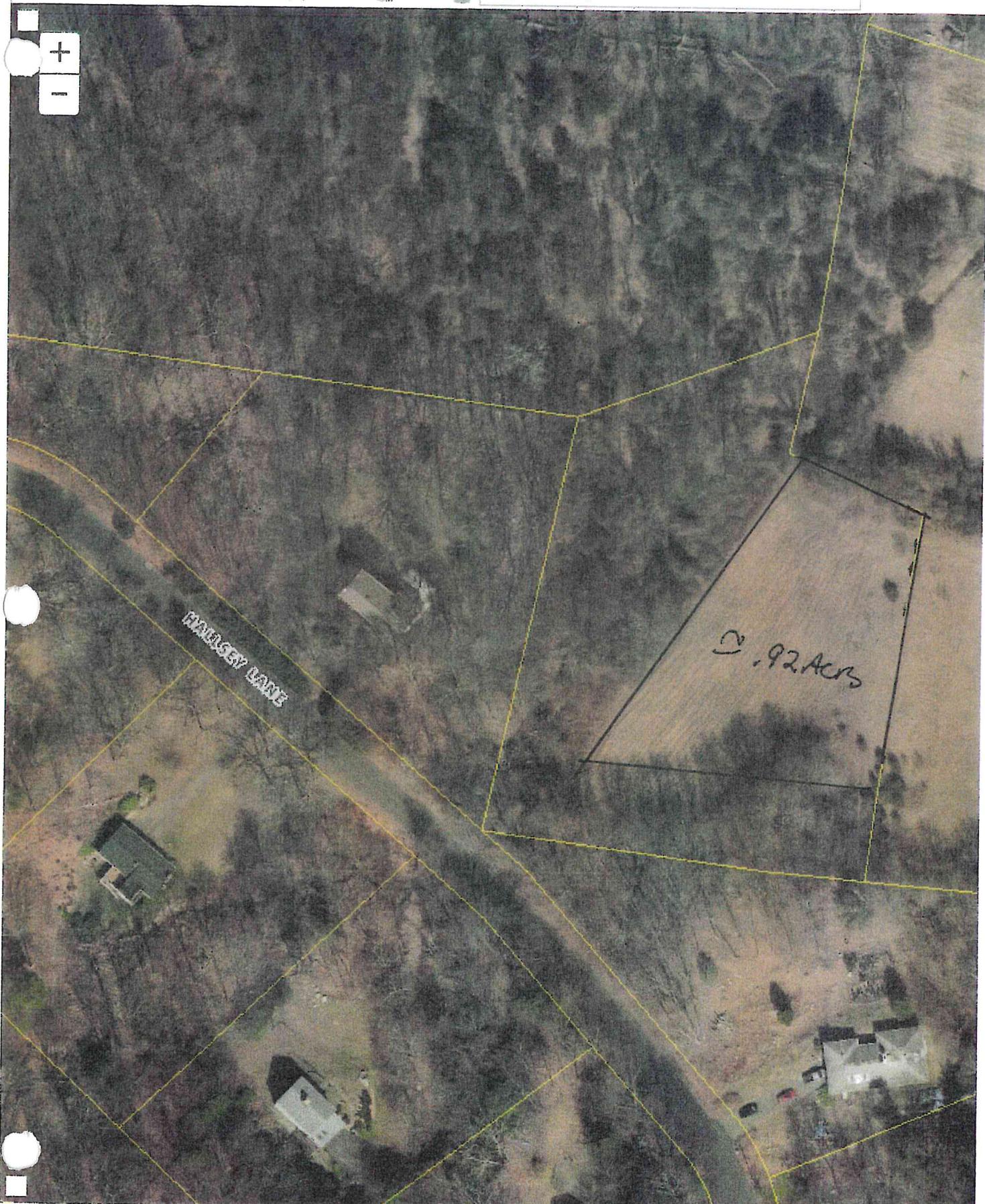
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## **GUIDELINES FOR LEASING TOWN OWNED FARM LAND**

Whereas the Town of Woodbridge owns several parcels of former farm land; and

Whereas the Town has for many years allowed farmers and other individuals to cultivate or harvest hay from these lands; and

Whereas the Town now wishes to formalize the leasing of these lands and allow for a more diverse use of these lands,

The Board of Selectmen hereby adopts the following guidelines for the leasing of the Town Owned Farm Land Property:

1. On or before January 15<sup>th</sup> of any given year, the Board of Selectmen shall make known that certain properties are available for lease either for cultivation or for the harvesting of hay.
2. On or before February 1<sup>st</sup> of any given year, persons interested in availing themselves of the use of this land are to make the request in writing to the First Selectman's Office outlining their plans for said use.
3. All requests will be reviewed by the Administrative Officer, or his designee, to ascertain the qualifications of the persons making the requests.
4. At the Board of Selectmen's meeting in February of any given year, distribution of the use of said lands will be made by the following method:
  - a) First consideration will be for distribution to qualified Woodbridge residents
  - b) If more than one qualified resident is requesting use of the same piece of land, distribution will be made by the lottery system
  - c) After consideration of distribution to qualified Woodbridge residents, qualified non-resident requests will be considered by the lottery system
5. The cost of the lease shall be \$10.00 per growing season for each parcel of leased land, payable by March 1<sup>st</sup> of a given year.
6. Said lease will terminate December 31<sup>st</sup> of the given year .
7. The lessee will plant a winter cover crop following harvest and leave the property in at least as good condition as at the commencement of the lease and shall remove all personal property and equipment.
8. The lessee shall provide to the First Selectman's Office proof of current liability insurance.
9. The lessee shall indemnify and hold the Town harmless for any and all costs, damage, expense, and injury arising from lessee's use of the land.

## LEASE OF TOWN-OWNED FARMLAND

Whereas the Town of Woodbridge owns several parcels of land formerly used for farming; and

Whereas for many years the Town has allowed the agricultural use of these parcels during the growing season; and

Whereas the Board of Selectmen deems it in the best interest of the Town to continue this practice on the terms and conditions set forth in this Lease.

Now, therefore, for \$1.00 and other valuable consideration received each to the other, the undersigned agree as follows:

1. **Lease term:** The term of this Lease shall begin **March 1, \_\_\_\_\_** and shall terminate automatically on **December 31, \_\_\_\_\_**, (the "growing season"), unless sooner terminated as provided herein.

**Lessee:** Lessee is, **name, address**

This Lease may not be assigned by Lessee under any circumstances.

2. **Leased Property:** **Description of property, location**
3. **Use:** Lessee may use the Leased Property only for the following purposes: planting and harvesting of hay or other farm corps. Lessee's active and satisfactory use of the Leased Property for the foregoing purpose is integral to this Lease. If Lessee should fail to use the Leased Property for the foregoing purpose(s) to the satisfaction of the Board of Selectmen, then at the sole option of the Board of Selectmen this Lease shall automatically terminate. In such event, the Board of Selectmen shall give written notice, by certified first class mail, to Lessee of immediate termination of this Lease at the address provided to the Selectmen for such notice, and upon mailing of such notice in the foregoing manner, Lessee's right to use the Leased Property shall end and Lessee shall remove all of Lessee's personal property from the leased property within five (5) days of receipt of the notice to terminate. All personal property left on the property, including un-harvested crops shall belong to the Lessor. All fencing erected by Lessee, if any, shall belong to the Lessor at the termination of the Lease. Lessee shall deliver the property at the termination of this lease to Lessor in at least as good a condition as it was at the commencement of the Lease.
4. **Consideration:** As consideration for this Lease, Lessee shall pay the Town the sum of **Ten Dollars (\$10.00) for each field leased, # of fields = \$s** In addition, Lessee shall comply with all the conditions contained herein and prior to termination of this Lease, Lessee shall plant a winter cover crop acceptable to the Town. At the termination of this Lease, Lessee shall remove all personal property and equipment.
5. **Insurance:** Before any use of the Leased Property by Lessee, Lessee shall provide the Town with evidence of liability insurance in force in form, amounts and with a company acceptable to the Town Finance Director. The Town shall be endorsed on the policy of insurance as an additional insured. Lessee's policy of

insurance shall cover the Lessee's agreement to indemnify, defend and hold harmless the Town. Lessee's policy of insurance shall be primary. In addition, Lessee shall keep his personal property and equipment insured against loss.

6. **Indemnification:** Lessee shall fully indemnify, defend and hold harmless the Town of Woodbridge and all of its officers, officials, agents, employees, independent contractors, and servants to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of this Lease and alleged to have been caused in whole or in part by Lessee. This obligation shall apply to actions, suits, claims demands, investigations and legal, administrative or arbitration proceedings, pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively "claims) arising, directly or indirectly, in connection with Lessee's use of the Leased Property, including any environmental matters, and including the acts of commission or omission (collectively, the "acts") of the Lessee or any of its agents, employees, representatives, or any other person or entity with whom the Lessee is in privity by oral or written contract (collectively, "Lessee parties"); liabilities arising directly or indirectly in whole or in part in connection with this Lease, out of Lessee's or Lessee parties' acts concerning its or their duties and obligations as set forth in this Lease; and all damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the acts of Lessee or any Lessee parties.
7. **Notice.** Notice to any party to this Lease shall be mailed by regular, first class mail as follows: If to the Town: Board of Selectmen, Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, CT 06525; if to **Lessee, name, address**
8. **Default.** If Lessee should default in any of its obligations under this Lease, the Town shall have the right to terminate this Lease immediately. In such event, the Town shall mail written notice of such termination to Lessee at the address provided in Paragraph 8 above. Upon such mailing by certified, first class mail, Lessee's right to use the Leased Property shall end automatically.
9. **Costs and Expenses.** In the event the Town incurs any costs and expenses as a result of Lessee's failure to comply with any of the terms of this Lease, Lessee shall be liable to the Town for reimbursement of any such costs and expenses, including without limitation, attorneys' fees, costs of restoring the Leased Property, and costs of removing, storing, and/or disposing of any equipment and personal property. If Lessee leaves any equipment or personal property on the Leased Property at the time this Lease terminates, Lessor shall have the unilateral right to dispose of the same in any way it sees fit, and Lessee shall have no right to reimbursement from the Town.
10. **Environmental Protection.** Lessee shall comply with all statutes, ordinances, rules and regulations, federal, state and municipal, as regards the use, generation, storage, or disposal as regards the Leased Property of any hazardous material (as defined below) and Lessee agrees to hold harmless and indemnify the Town of Woodbridge for all fines, penalties and costs of violation or noncompliance with respect to the same. As used in this Lease, the term "hazardous material" shall

include but not be limited to (1) petroleum, (2) any explosive, radioactive materials, wastes or substances, or (3) any substances defined as "hazardous substance", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., or "chemical liquids", "hazardous water", "oil or petroleum", "solid liquid or gaseous products" or "waste oil" as defined in the Connecticut General Statutes, Title 22a, as amended, or as any of the above may be defined in any other environmental law.

**Further:** No synthetic or non-organic fertilizers, pesticides, insecticides, rodenticides, or herbicides or any other materials that are restricted or prohibited by the USDA Organic Standards shall be used on any of the Town owned farm-lands for which this lease is executed, unless specifically authorized by the Town in writing.

11. **Loss.** The Town of Woodbridge shall not be liable to Lessee for any loss or damage to Lessee's equipment or personal property or Lessee's planting.
12. **No Interference.** Lessee shall not interfere with use by the general public or the Town of the trails adjoining the Leased Property. *This Section may be modified to include specifics*

Signed, sealed and delivered in the  
Presence of:

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Town of Woodbridge

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By: \_\_\_\_\_  
First Selectman, Duly Authorized  
Date: \_\_\_\_\_

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Lessee:

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