



Farmland ConneCTions

A Guide for Connecticut Towns, Institutions and Land Trusts
Using or Leasing Farmland



A joint project of American Farmland Trust
and University of Connecticut Cooperative Extension System



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Introduction

Land is an essential element of farming, and, after a century of significant farmland loss around the state, access to affordable, productive farmland is one of the greatest challenges that Connecticut farmers face. Farmland owned by towns, institutions and land trusts represents an important source of land for farmers and for local food production.

Whether it's 5 acres or 100, a community's, land trust's or institution's willingness to lease land to a farmer, or to create its own community farm, can make an important contribution toward growing Connecticut's farms, food and economy. This guide is intended to help make these farmland "connections" by walking through the legal and practical considerations involved in leasing farmland and providing information and case studies of successful community farms that have been established around the state. We hope that this guide is a useful resource for both those seeking land to grow food and other agricultural products and those seeking to ensure that the farmland they own is put to productive and sustainable agricultural use.



*"Be good to the land
and the land
will be good to you."*

*Philip James Jones,
Jones Family Farms*

I. The Farmland Challenge and Growing Importance of Leased Land

The past decade has brought a welcome resurgence of support for Connecticut farms, as demand for locally grown farm and food products has skyrocketed. New market opportunities in agriculture are fueling interest in farming as a career, while spurring existing farmers to expand their operations.

Finding productive farmland for new or expanding farm operations, however, is a major challenge in Connecticut. The value of agricultural land has risen dramatically in recent years, averaging \$12,667 per acre in 2007.¹ High farm real estate values have fueled a growing reliance on leased farmland for commercial agriculture operations. According to the U.S. Department of Agriculture (USDA), 38 percent of farmers in Connecticut rely in part or entirely on leased farmland.²

Young farmers in particular have difficulty purchasing farmland. With few capital or other assets, young farmers typically cannot afford Connecticut's high farmland prices. The USDA's Farm Service Agency offers loans to assist beginning and socially disadvantaged farmers in purchasing

a farm, but the maximum loan cannot exceed \$225,000, well below the cost of most farms that include a dwelling.

Farmland in Connecticut

The University of Connecticut's Center for Land Use Education and Research (CLEAR) reports that as of 2006 less than 8 percent of the state's land cover, or approximately 233,000 acres, was in active agricultural use.³ The CLEAR analysis further shows that only 20 percent of this farmland acreage contains prime or statewide important agricultural soils—those soils especially suitable for growing a variety of crops.⁴ CLEAR's research also indicates that most of the state's remaining farmland is concentrated in five regions: Upper and Lower Connecticut River Valley, Litchfield Hills, Northeast corner (also known as "The Quiet Corner") and Southeastern Connecticut.

Farmland Protection in Connecticut

Conservation efforts across the state have protected thousands of farmland and open space acres from unwanted sprawl. The last reported figures in 2008 indicate that municipalities owned 78,000 acres and land trusts owned 58,000 acres of protected open space, some of which was farmland.⁵ Another 47,000 acres of farmland owned by farmers and individual landowners have been permanently protected through easements donated or purchased by a combination of state, municipal and land trust entities.⁶

While farmers can sometimes reduce the cost of a farm or farmland parcel by simultaneously purchasing the farm and selling an agricultural conservation easement on the land (often known as the land's "development rights"),⁷ this is not always an option. The farm or farmland parcel may be too small, or its soils may not be of sufficient quality to qualify for the federal or state farmland protection program, or it

may be located in a part of the state where the development value is higher than either program is willing to pay (a common dilemma for new and beginning farmers seeking to grow in close proximity to their customers). The nearly 50,000 farmland acres that have been permanently protected—through the state's Farmland Preservation Program and the federal Farm and Ranch Lands Protection Program—represent only 15 percent of the state's total farmland.⁸

Leased land has grown in importance to new and current farmers alike in Connecticut, but good lease arrangements are often hard to find. Leased land may be a considerable distance from a home farm or from where a new farmer is living. Short-term lease arrangements can discourage improvements to the soil and limit investments in farm infrastructure that would allow a farm business to grow. And, in the case of new farmers, non-farming landowners are often unwilling to take a risk on leasing to a grower without experience.

The Dream of Owning a Farm

Understandably, many new farmers aspire to own land and to live where they farm. "For some, owning is an even more important goal than having a successful business that supports it."⁹ This is a logical attraction of farming, to live where one works and to have the ability to be there in the event of flooding, frost, high winds, predators and other problems. Farm ownership also generates the equity often needed for capital improvements and eventual retirement. Yet the high cost of farmland can severely limit a new farmer's ability to purchase land, or the cost of a mortgage may preclude investment in the farm business itself. The strong desire to own farmland and live on the property can often lead to an emotional decision instead of a careful analysis of financial investment.

As hard as it is to accept, for many new farmers finding land to lease may be a better option, at least in the short term, than buying farmland.



¹ 2007 USDA Census of Agriculture, Table 42.

² 2007 USDA Census of Agriculture, Table 65. This excludes farmers with less than \$2,500 in annual sales. Of 2,999 "principal farm operators" with over \$2,500 market value of agriculture products sold, 902 (or 30%) operated land they own and also land they rent from others, and another 236 (or 8%) operated only land they rented from others. If all "principal farm operators" are included, regardless of income, then a total of 29% were either totally or partially reliant on leased land.

³ Connecticut's Changing Landscape, Version 2, University of Connecticut Center for Land Use Education and Research, 2006.

⁴ Agricultural Fields and Soils in Connecticut, University of Connecticut Center for Land Use Education and Research, 2010.

⁵ Unfortunately there is no way to quantify the exact amount of farmland included in open space preservation estimates.

⁶ Plowing Ahead: Farmland Preservation in 2010 & Beyond, Working Lands Alliance, March 2010.

⁷ For more information about the purchase of development rights on farmland see Fact Sheet: Agricultural Conservation Easements, Farmland Information Center, 2011. Online at www.farmlandinfo.org/documents/27762/ACE_01-2011_.pdf.

⁸ Plowing Ahead: Farmland Preservation in 2010 and Beyond, Working Lands Alliance, 2010.

⁹ "Experience of a Landless New Farmer," by Mike Ghia, Case Study in *Holding Ground: A Guide to Northeast Farmland Tenure and Stewardship*, New England Small Farm Institute, 2004.

II. Why Lease?

There are many reasons a farmland-owning municipality, institution or land trust might choose to lease land to a farmer. Among them:

Financial A lease agreement can provide an important source of cash to reduce the carrying costs of owning land, such as insurance, maintenance and, in some cases, property taxes. A lease can be structured to provide compensation through a share of farm products produced or a percent of cash receipts generated from the sale of those products. A lease can also be structured to provide compensation in the form of services that an entity might otherwise need to pay for, such as fence maintenance, mowing and field improvements, invasive species control, snowplowing and/or brush clearing.

Economic Growth Leasing farmland can be good for the local economy, fostering new and expanding agricultural enterprises that provide jobs and additional economic return to a community. Some of Connecticut's large vegetable farmers, for example, who generate a significant amount of economic activity through farm stands and wholesale operations, rely on leased parcels to increase their production of certain crops with high acreage needs, such as pumpkins and sweet corn. Dairy farms, which likewise are local economic engines, use leased land for a significant portion of their hay, corn and pasture needs. Lease agreements for pasture are important to the growing number of Connecticut producers of beef, goat and lamb. And leased land is often how

Community Supported Agriculture farms (CSAs) get their start; these farms tend to employ at least one or two full-time farmers, plus additional seasonal help, to produce vegetables and herbs for local consumers.

Quality of Life For a municipality, institution or land trust, making land available for farming offers many pathways to connect with town residents or a membership base. A community- or land trust-owned farm



Growing a Farm on Town-Owned Land

Deerfield Farm started as a family 4-H project about 35 years ago and has since grown into a full-time business selling fresh milk, yogurt, soft cheese, chocolate milk, veal and handcrafted milk soaps at three farmers markets and three stores in Connecticut.

In 2004 the farm began renting 60 acres of land and a dairy barn owned by the town of Durham. A new barn was completed in spring of 2005 and a milking system was installed by Deerfield Farm. Fencing went up soon after, and 20 Jersey cows arrived in late spring of 2005; the herd has since grown to the current total of 45. All of the cows' hay is grown on the farm, where they graze the rolling hills through the summer. In December 2005, Deerfield Farm began to bottle its milk and sell it from the farm. Now all of the farm's milk is bottled there or made into yogurt, chocolate milk, cream or soft cheese in the on-site state certified processing room. According to Melynda Naples of Deerfield Farm, "without the ability to lease the land from Durham, we would not have been able to buy land and grow this farm business; the land is crucial to our farm's viability."



might provide opportunities for adults and children to garden and to learn about agriculture and food production. It might also offer a way to provide healthy foods to local schools and to food banks and pantries. Leasing land to a farmer for agritourism ventures like pick-your-own pumpkins or corn mazes can not only generate revenue but provide fun recreational opportunities.

A hayfield or pasture can offer valuable scenic vistas that attract tourists and recreational enthusiasts (e.g., cyclists, hikers). Hay and pasture leases are also important to Connecticut's large horseback riding community. In addition, many important historical resources, such as buildings, cemeteries, stone walls and Native American sites, are on or near agricultural landscapes. Because working landscapes and access to local foods add to local quality of life, they also attract non-agriculture businesses that value these attributes for their employees.



Agriculture in Connecticut

Connecticut's diverse and growing agriculture industry currently has a \$3.5 billion impact on the state's economy with over 20,000 jobs.¹⁰ The USDA estimates that in 2008, farm businesses in Connecticut generated \$600 million in cash receipts —the third highest in New England. Connecticut's dairy sector, which includes 159 dairy farm businesses and 25 dairy processing establishments (milk, yogurt, ice cream and cheese), represents a \$1.1 billion impact on the state's economy.¹¹ The state's 125 farmers markets and estimated 320 farm stands ensure the availability of fresh-picked fruits, vegetables, eggs, meat and greens. New, year-round markets are on the increase due to high tunnel technology that extends the growing season. Each year approximately 300 Christmas tree growers sell over \$20 million in trees during the holiday season. More than 200 maple producers generate an average of 12,000 gallons of maple syrup annually worth almost \$500,000. The state's environmental horticulture industry supports 24,000 full-time jobs (including producers, landscapers and garden center retailers).¹²

To find out more about agriculture businesses in Connecticut, visit www.ctgrown.gov as well as www.buyctgrown.com.

¹⁰ *Economic Impacts of Connecticut's Agricultural Industry*, University of Connecticut, College of Agriculture and Natural Resources, September 2010.

¹¹ *The Economic and Fiscal Impacts of Connecticut's Dairy Industry*, Connecticut Department of Economic and Community Development and University of Connecticut, Department of Agriculture and Resource Economics, January 2009.

¹² *Economic Impact Study of Environmental Horticulture*, Connecticut Green Industries, 2009.

III. Lease Considerations

For What?

Mission and Objectives Before using or leasing land for farming, a town, land trust or institution may want to consider, if it has not done so already, a formal policy or acknowledgement that farming and agriculture are within its mission and priorities. Doing so will help community members understand that land devoted to growing crops or livestock may have limitations on its use for other purposes, such as public access, recreation or wildlife habitat. Ensuring that there has been a thoughtful discussion about farming and adoption of a supportive policy toward agriculture can help prevent unrealistic management expectations for the land among community members and avoid the pitfall of an impractical lease arrangement that unduly constrains the farmer tenant.

In considering such a policy, here are some specific things to keep in mind:

For municipalities It is important for a municipality to have a policy that guides decisions about the appropriateness of leasing for agricultural use. The Plan of Conservation and Development (POCD) is a good place to demonstrate a commitment to agriculture that can be used to directly or indirectly justify leasing of town-owned parcels.¹³

The New Milford POCD (2010) embraces preservation of the town's agriculture heritage and the goal to "preserve, protect, and promote working farms."¹⁴ The Town of Hebron POCD (2004) asserts an important finding of its plan is "to protect existing farms, to encourage their continuance in the Community and to encourage open communication between the Town and the farming community to foster a positive and productive relationship."¹⁵ The Town of Lebanon devotes the majority of its POCD (2010) to retaining Lebanon's rural agricultural character and specifically recommends a continuation of leasing town-owned land for farming.¹⁶ The Town of Suffield's POCD also recommends leasing "town-owned farmland to local farmers to support the local agricultural community."¹⁷ The City of New Haven POCD (2003) acknowledges

the role of community gardens that provide locally grown food and promises to plan short- and long-term locations with defined leases for gardens.¹⁸

For land trusts The mission statement of a land trust willing to lease protected land for agriculture can highlight the importance of working agricultural lands as well as scenic open space or environmental assets. The mission of the Northern Connecticut Land Trust, for example, is "to preserve the natural resources of northern Connecticut region including agricultural land and other ecologically important open space." The Weantinoge Heritage Land Trust, the largest land trust in the state, has a motto of "Preserving natural places in Connecticut's Northwest Corner, including Forever Wild Habitats, Endangered Species, Working Farmlands, and more."

A land trust can also develop a leasing program as a component of its farmland preservation efforts. Roxbury Land Trust, for example, leases more than 450 acres of agricultural land on which local farmers grow hay, corn and pumpkins, and graze cattle. The Roxbury Land Trust's Farm Management Committee is responsible for the management of these eight leases.

Before embarking on finding a farmer, an entity should also consider its objectives for the specific farmland parcel(s) it seeks to lease. Is the purpose income generation for the entity? Are there multiple objectives that will need to be balanced? Does the entity have a preference of leasing to a beginning farmer or an experienced one? Are there stewardship objectives? If so, are they, or could they be, compatible with crop or livestock production?

Public Education and Awareness

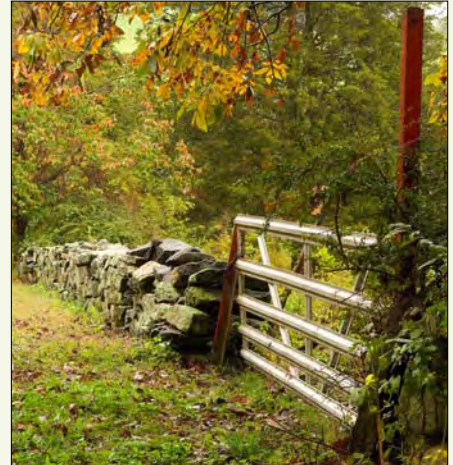
When a municipality or land trust has decided to lease property to a farmer for agricultural use, it may be useful to engage in some preemptive public education. While many residents are entirely supportive of the concept of a farm in their neighborhood, they may not be prepared for the reality of it. Activities and conditions such as manure storage, pesticide use, truck traffic, odor, noise, dust, composting and early morning spraying may be unwelcome to some, particularly if they have not been made aware of them in advance. A local agricultural commission, if one exists, can be extremely helpful in educating residents about common farming practices. The leasing entity may find it fruitful to host a "meet and greet" with the farm tenant to give neighbors and community members a chance to learn how and for what the farm parcel will be used.



Meeting Stewardship Objectives

It is possible to have a rewarding lease arrangement with a farmer that supports agriculture production and meets environmental goals for the land. Well managed agricultural land provides a mix of environmental benefits, including: water and air filtration, flood and storm water control, carbon sequestration, maintenance of biodiversity and habitat corridors, as well as the production of food, fiber and forest products.

To help meet whatever stewardship objectives it may have for the farm parcel, the entity may want to work with the farm tenant and with the USDA Natural Resources Conservation Service (NRCS) to develop a conservation plan that provides field-specific best management practices that will protect and enhance natural resources while maintaining agriculture viability. Agricultural activity that integrates conservation practices can help control invasive plants and provide the specific habitat needs for species such as raptors, pollinators and ground-nesting birds.



Site Suitability The location and physical properties of the farm parcel will have a large influence on the type of tenant and farm operation an entity may be able to attract. Information about soils, tillage and chemical use history, land characteristics, water availability and agricultural infrastructure (e.g., barns, fencing, outbuildings) will be important to any future farm tenant. Proximity to specific markets may also be a factor. Keep in mind that the way the land may have been used in the past is not necessarily its most suitable use or relevant to current markets.

A site suitability analysis should consider the property's non-agriculture resources that could be compatible or incompatible with certain agriculture operations. For example, is the site an important bird habitat? Are there any wetlands or vernal pools, or endangered species? Is the public accustomed to using the parcel for recreation, and, if so, is there a way to continue to allow that use without compromising the safety of the farm operation or the public? If not, can public use be effectively limited?

Information needed for a site suitability analysis can be found in a variety of places. A town's POCD is a great place to start, as it may identify important assets such as public water supply watersheds, greenways and historic districts. Soil maps and interpretive data are available through the NRCS Web Soil Survey at www.websoilsurvey.nrcs.usda.gov. Several specific-use soil interpretive maps (farmland soils, wetland soils) can also be found quickly by town and even address at Connecticut Environmental Conditions Online (CT ECO) at www.cteco.uconn.edu.

To find out more about some of the soil chemical properties on the site, consider having the soil tested by the University of Connecticut Soil Nutrient Analysis Laboratory in Storrs or the Connecticut Agriculture Experiment Station Soil Testing Laboratories in Windsor and New Haven. These soil tests serve as a basis for the application of fertilizers

and soil amendments that may be part of a conservation plan. In urban areas; near highways, reclaimed or disturbed soil areas; and where there is a history of orchards, greenhouse or industry use, soil tests can help identify the presence of toxics (e.g., lead, DDT) that may be important health concerns.

For more site-specific information, a professional soil scientist can do an onsite investigation of suitability and where soils have been disturbed. NRCS soil scientists may be available to help evaluate whether new areas proposed for clearing will not impact wetlands and ensure that slopes will be managed for erosion. Clearing lands incorrectly can preclude a farmer from participating in USDA farm conservation cost share programs and, in the case of wetland impacts, may result in regulatory action.

To Whom?

Considerations in Finding a Farmer For farmers, the ideal time of year to secure a lease agreement for the following year's growing season is in the late fall/early winter. Most farmers prefer multi-year agreements (see page 8 for a discussion of tenure options). Keep in mind that farms are businesses and farmer tenants will be looking to optimize the use of any farmland they can lease. Leasing is a formal business agreement, so it is perfectly reasonable to choose a farmer based on a business plan, experience and even reputation. It is also valid to select a farmer based on his or her farming methods. A skilled grower can farm using methods that are environmentally sound while producing food that is healthy and safe. If there is a willingness to be flexible on the part of the lessor, a farmer tenant may be willing to transition over time to specific farming practices desired by the lessor (such as a shift from conventional tillage to reduced tillage or a shift to more sustainable use of herbicides and pesticides).

When looking for a farmer, consider using the CT FarmLink Program, a program managed by the Connecticut Department of Agriculture. Some farmland owners and farm seekers use this online resource to share information and contact each other about opportunities to buy or lease farmland. Another source is the New England Land Link program, which functions in a similar manner.

Leasing Procedures It is important to adopt a consistent process for farmland leasing. Here are some procedures to consider:

- Municipalities frequently use a Request for Proposal (RFP or similar Request for Bids or Solicitation of Offers) process to lease farmland. The RFP process is used to ensure compliance with formal policies or charter provisions that exist in some towns and to be sure the process is fair and open. While it may be complicated and time-consuming, it also provides an opportunity to consider objectives and options for the parcel. Land trusts are not typically required to use an RFP process, but many have found it useful to do so.
- Decisions about farmland leasing should have a designated staff person, board or commission that can process lease applications and respond to lease disputes efficiently. Having too many layers of decision-makers can be a problem for a farmer tenant, causing critical delays during growing and harvesting seasons. The RFP process should allow a reasonable time frame for farmers to submit an application. The process should also conclude no later than January, giving the farmer time to negotiate details of the lease and to plan for that year's growing season. The process and basis for selection of a farmer tenant should be clearly outlined in the RFP. Entities may choose to stipulate a lease price and select a tenant based on other criteria, or to ask prospective tenants to bid for the lease. While bid requirements and selection criteria will depend on the entity's objectives and priorities, some requirements and criteria entities may want to consider include:
 - a business plan
 - requirements for land management
 - intended use
 - compatibility with town plans, if any, for public use of the property
 - compatibility with any easements or covenants on the property
 - compatibility with other leases on or adjacent to the property
 - length of the lease term

Restricting a Lease to Organic Production

An entity seeking to restrict a farmer tenant to organic farming methods should be aware of the implications of that restriction on the farmer and the land. Depending on the past use of the property, USDA Organic Certification can take three years or more to achieve. (There are a number of second- and third-party certification options of organic farming methods that fall outside the USDA Certified Organic Program, but all tend to require a multi-year transition of land before it can be certified.)

A common misperception is that organic farming methods are naturally simple or unmanaged; in fact, organic farming methods tend to be very sophisticated systems that combine biology and modern technology. Organic methods have grown in legitimacy and are particularly popular among new and beginning farmers. Organic methods can work on parcels of any size, but most organic farming in the region is on parcels smaller than 20 acres. A municipality or land trust may need to consider its own role in helping an organic farmer, as organic farmers are especially interested in long-term lease arrangements for certification purposes and to rotate crops and build soil fertility. An organic restriction also effectively limits the potential pool of farmers eligible to lease, giving an advantage to farmers with training and experience in organic production.

Determining Lease Values Most lease arrangements are done on a cash payment basis, calculated per acre per year. The schedule of payment can vary, although the price is set up front. In Connecticut, rental values vary depending largely on soil quality, location (close to roads, home farm or markets), and intended use. Land capable of supporting high-value crops such as tobacco or nursery crops can command a higher rent per acre than can land capable of producing fruits and vegetables. Land suitable for hay, feed corn and pasture will command a lower rental value. For guidance on rental values, entities may want to consult the latest Recommended Land Use Values that are developed by the State Office of Policy and Management in conjunction with the Connecticut Department of Agriculture to guide property tax assessment on farmland.¹⁹ A survey recently conducted by the Connecticut Farm Bureau Association and the Connecticut Department of Agriculture found that from 2005 to 2010 there has been an increase in dollar per acre rents on higher quality farmlands (such as River Valley soils) as larger farms compete for tenure agreements. (The survey also found an increase in the number of zero cost leases on low quality farmland as non-farming landowners turn to farmers to help keep their lands open.)²⁰

Sample Leasing Procedures

- The Town of Wallingford currently leases a total of 385 acres on 35 fields. With so many properties to manage, Wallingford has established a Farmland Lease Program Committee (a subcommittee of the Wallingford Conservation Commission), whose duties include recommendations on land use, evaluation of bids for leasing, recommendations to the town for five-year lease agreements and monitoring lease agreements. After working closely with a local farmer, the town now requires a method known as “deep zone tillage” to eliminate erosion, minimize erosion, increase organic matter and maintain soil structure.
- The Town of Suffield leases a total of 138 acres with seven lease agreements. Suffield has a practice of granting four-year leases with few restrictions other than providing the Conservation Commission with a list of pesticides applied to the property.
- The Town of Glastonbury leases a total of 180 acres on six fields. The Glastonbury Office of Parks and Recreation oversees the leasing of farmland. Whenever the town posts an RFP to lease farmland, a site visit is also scheduled for interested parties that want to inspect the premises in advance of submitting a proposal (attendance is not mandatory). Final lease duration terms and price per acre are subject to negotiation between the town and lessee and can be part of the basis of selection.
- The Town of Lebanon currently leases a total of 50 acres on three sites for corn and hay. Lebanon issues RFPs every two years, and contracts are awarded to the highest bidder. The Board of Selectman reviews the bids and makes awards to the tenant farmer.
- The Roxbury Land Trust’s Farm Management Committee manages the lease arrangements for eight properties with a total of 450 acres of farmland. Leases are renewed every three to five years and are monitored annually by the Farm Management Committee.

As an alternative to a cash payment, entities may want to consider compensation in the form of services, such as plowing, maintaining fences or mowing road frontage. For a municipality or land trust, payment in the form of maintenance services can be a relief from finding and hiring someone else to handle these responsibilities. The tenant farmer could also pay rent using farm produce or crop shares (although ideally there should be some sort of minimum payment clause to protect the lessor and maximum payment clause to protect the tenant farmer). This kind of lease agreement can be advantageous to beginning farmers that lack start-up capital yet have ample farm produce during the harvest season. A municipality or land trust could, in turn, provide the farm product to low-income households or food banks. The parties to a lease with either in-kind, non-cash or below market rentals should consult their respective advisors to ensure that there are no unanticipated tax consequences associated with the arrangement.

For How Long?

Tenure Options Although the most common leasing practice for farmland in the region is a yearly cash rent agreement, there are several variations that municipalities and land trusts can consider. These include:

Short-Term Leases — A one- or two-year lease gives a farmer tenant an adequate trial period while limiting risk to the municipality or land trust. It also gives both parties a chance to build trust while determining if the farmer tenant (particularly a beginning farmer) is

interested in a longer term commitment to farming. On the other hand, a farmer tenant may be unwilling to make significant decisions or investments (such as installing fences or irrigation systems, planting perennials, applying cover crops) within this time frame.

Long-Term Leases — A lease of five years or more is typically more appealing to farmers, especially those seeking to grow their farm businesses.²¹ A longer term lease can help give farmers looking to make expensive capital improvements to their operation the land security they feel they need to justify the investment. A long-term lease also allows a farmer to better integrate the lease parcel into his or her overall crop rotation, allowing improved soil fertility, better pest control and higher crop yields. Farmers with a long-term lease are more likely to re-seed and fertilize hayfields, trim hedgerows and maintain access points (lanes and gates). In some cases, they could be willing to take on a stewardship role in overseeing and protecting the property from vandalism and to develop a rapport with the public that may have use of the property.

For the lessor, the risk of making a long-term commitment to a tenant farmer must be weighed against the gain of more reliable land stewardship outcomes. Long-term agreements tend to be more complex and need to be carefully drafted to remain flexible and reasonable for both parties. Long-term arrangements may also require the town and the farmer to go through more formal approval processes.

Rolling Leases – Rolling leases automatically renew or re-set themselves each year. For example, a rolling five-year lease will renew itself at the end of each year, so that at the beginning of each year the tenant knows he/she has at least five years to continue farming the parcel. Depending upon its length, this type of lease can allow longer term commitment to the property.

Very Long-Term Ground Leases – Under a long-term ground lease, land is owned by a land trust or other entity, while the farmer owns the capital improvements on the land, such as any farm buildings and potentially a farm house. While there are no examples of this type of lease in Connecticut, a Massachusetts-based organization, Equity Trust, has pioneered this concept elsewhere, and it is in use on several farms in Massachusetts. Ground leases are often written for terms of 99 years and may be renewable upon the expiration of that term, so they can provide very long-term multigenerational land tenure for farm families. When a ground lease is given up by a farmer-lessee, the lessor has an opportunity to buy the improvements. Visit www.equitytrust.org for more information on these models.

Eligibility for Funding for Conservation

NRCS offers cost share programs to farmers of up to 90 percent to install conservation practices and improve management. Practices range from Integrated Pest Management to livestock fencing systems. NRCS staff provide the planning and design of the practices. Leased land is eligible if the farmer can show (through a letter or copy of the lease) that he or she has control of the land for the duration of the NRCS contract, typically two to 10 years in length. Many conservation practices are expensive to design and install. NRCS staff can assist farmers in securing funding from USDA agencies, as well as possible state funds.

Licensing – A license is a “permission to use” property and is a less formal interest in land than is a lease. A license is usually revocable and limited in time. Licensing may be an option for situations where the use is very temporary and the process for getting a lease approved is not economically or politically feasible.

Challenges That Might Arise from a Lease Agreement

Issues for Lessors	Issues for Lessees
Failure to receive rent on time	Staff representing the lessor may not be familiar with agricultural practices
Farmer tenants living outside the community may fail to monitor their leased property on a regular basis	Lack of a designated person or commission with ability to make decisions quickly about any lease issues
Inadequate stewardship practices	Lack of timeliness on maintenance issues (access roads, gates, etc.)
Failure of tenant to maintain structures	Damage from maintenance (road work, utility work)
Underutilization of fields by tenant can result in overgrown fields	Damage from vandalism (ATV, 4x4, dirt bike, ski-mobile) and poaching

¹³ According to state law, at least once every 10 years a municipality shall adopt its Plan of Conservation and Development, which must consider the “protection and preservation of agriculture” in its recommendations. CGS Sec 8-23(a)(2d), effective July 1, 2010, as amended by Public Act 07-239.

¹⁴ New Milford 2010 Plan of Conservation and Development, July 2010, page 32.

¹⁵ Plan of Conservation and Development, Town of Hebron, January 2004, page 47.

¹⁶ Town of Lebanon 2010 Plan of Conservation and Development, page 26.

¹⁷ Town of Suffield 2010 Plan of Conservation and Development, page 27.

¹⁸ Comprehensive Plan of Development, City of New Haven, Oct 15, 2003, page II.22.

¹⁹ The 2010 Recommended Land Use Values range from \$2,800/acre for Tillable A River Valley soils to \$40/acre for Swamp/Ledge/Scrub lands. See Appendix D of *Connecticut’s Land Use Value Assessment Law – Public Act 490: A Practical Guide and Overview for Landowners, Assessors and Government Officials*, Connecticut Farm Bureau, September 2010.

²⁰ *Connecticut’s Land Use Value Assessment Law – Public Act 490: A Practical Guide and Overview for Landowners, Assessors and Government Officials*, Connecticut Farm Bureau, September 2010.

²¹ A farmer looking to grow grapes or fruit trees would likely need a much longer term lease of 20 years or more in order to begin.

Farming on Leased Land in Connecticut

by Paul Bucciaglia

Paul Bucciaglia is the sole proprietor of Fort Hill Farm in New Milford, which relies on 20 acres of farmland leased from Sunny Valley Preserve, owned by The Nature Conservancy. Paul grows certified organic vegetables, herbs, flowers and small fruit for 400 household members of a CSA program. Paul also sells in a farmers market in Westport and maintains a small number of wholesale accounts.

Like many small-scale, direct market farmers, I did not grow up on a farm. I studied agriculture and plant biology, and in the late 1990s I started working closely with a good friend of mine in the Midwest who had bought some land and was in the early stages of developing what would become a very successful CSA farm. I liked the large diversity of crops on his farm and especially enjoyed working with cover crops and compost. A few years later I moved back to New England and apprenticed for a season at a CSA farm in Massachusetts. This was a critical year because I learned many of the skills I would need to run a profitable, mechanized, organic vegetable farm. The combination of biology-based agriculture, a sound business plan and a rapidly increasing demand for local, organic food, convinced me I could run my own farm. However, I was still hesitant to start my own business.

When an opportunity emerged to run Holcomb Farm CSA in Granby, Connecticut, I jumped at the chance. Holcomb Farm CSA, which at the time was a project of The Hartford Food System, is the largest CSA in Connecticut, and it was a steep learning curve for me. I made my share of mistakes but on the whole had two successful seasons. I felt ready to start my own business and had a pretty clear vision of what my farm would look like. I had a small amount of start-up capital saved (about \$20,000), had purchased some very used farm equipment and just needed that last magic ingredient: high quality farmland. At the time it seemed crazy to even think about buying farmland, and renting was the only reasonable option. Looking back I sometimes wonder if that was true. But fate intervened, and I was introduced to the late Margaret McCauley, who at the time was the director of Sunny Valley Preserve. She mentioned she had a large hayfield of flat, well-drained, stone-free, Class I sandy loam she was looking to rent, with a house to boot, to an organic farmer. It was an almost ideal situation. In the fall of 2002 I moved to New Milford, Connecticut, and plowed the first 4 acres of what would become Fort Hill Farm.

Starting a new farm business comes with huge challenges: capital funding, setting up new markets, developing infrastructure, acquiring equipment, improving soils and managing people. But starting a farm on rented ground



incurs some additional problems. One big issue for me was ownership of capital improvements. Farming 20 acres of vegetables can generate far more revenue than 20 acres of hay, but the capital and operational costs of a vegetable farm are also greater. How landlords and tenants handle this issue can make or break a new operation. Landlords can be reluctant to fund capital improvements for tenants. Often funds are not available, or the landlord fears the improvements may not be useful to the next tenant. Tenants are reluctant to finance capital improvements that they cannot own, sell or move to another farm. This can paralyze a developing farm business. Over time, Sunny Valley and I have evolved an informal, piecemeal approach to developing the farm. It has paid for some capital improvements (building a pole barn on the farm, hauling road gravel, repairs and upgrades to the house), and I have paid for some capital improvements (machinery and produce processing sheds, barn doors, concrete floors, road gravel, coolers, greenhouses). Key to the farm's accelerated development were several grants from NRCS (irrigation wells and an underground pipeline, permanent deer fence) and from the Connecticut Department of Agriculture (field and greenhouse equipment), for which I am very thankful. These grants helped smooth over my lack of tenant ownership equity in capital improvements and put much needed resources into our hands.

Lease tenure is another concern confronting a tenant farmer. I started in 2002 with a five-year lease. In year three of that first lease, it occurred to me that I only had a two-year lease, which made me very uncomfortable. Organic agriculture requires a great deal of long-term prep work, such as adding compost, rock minerals and cover crop residues to fields to make sure that soil is in top condition. Additionally, if I was unable to retain the lease on my current farm, I would have very little time to locate new land and develop a new farm base. Working with Sunny Valley, I was able to develop a five-year rolling lease, so that each year I gain a new five-year lease. Nine years later, I am incredibly fortunate to have the use of this farm, and I am grateful for the support I have received from Sunny Valley Preserve staff. And the best news from a farmland preservation perspective is that when I move or retire, the land and its infrastructure will be available to another grower. Like any decision, renting land has had both positive and negative consequences. I have been able to build a successful business in an area with high demand for fresh, organic produce. There is no other way I could have afforded land in Litchfield County. And just the fact that this land is still working farmland is a testament to the wisdom of the original land donor, George Pratt, and the forward thinking of The Nature Conservancy.



But not owning land has consequences that I did not fully understand when I built my business on rented ground. The immediate consequence for a new farm on rented ground is that if things don't work out, you can move to another farm, but if you have built a local following, you cannot move that market with you. Developing market relationships takes a lot of time and effort, so while moving to a new farm may seem as simple as packing up your tractors on a flat bed, the economic costs of doing so are high. When making capital investment decisions, leasing land puts you in a difficult spot if you have no recourse to recover those costs should you have to leave before they are fully depreciated. This can be managed by amortizing the costs of an improvement over a short time span, say five years, but it still makes investing money into the farm a scarier prospect. And probably the biggest concern lies somewhere down the road, at retirement. Farmers have historically retired off the sale of their farm business or land. That option is not available to me. I manage it by budgeting "retirement" as a cost into our farm's accounting each year.

Looking into the future, there are many experienced, hard working, young farmers with the knowledge, skills and intestinal fortitude to start their own farm business. In southern New England, leasing land is the only viable option available to them. I applaud land trusts and other organizations that look to make farmland available to young farmers. Developing mechanisms to manage the capital and lease tenure needs of a growing farm business will go a long way to ensure the success of these sorely needed new farms, keep working lands in production and provide more local food to citizens increasingly aware and interested in the source of their food.

IV. Legal Considerations

Leasing Authority Connecticut statutes provide relatively few legal guidelines regarding the leasing of publicly owned lands for commercial agricultural use. Among the most relevant provisions are the following:

CGS 7-148(c)(3)(A) empowers municipalities to lease town-owned land.

CGS 8-24 requires that prior to leasing a municipally owned parcel, a town must refer the proposed lease to the town's Planning and Zoning Commission for its "report," either positive or negative and with any recommendations. The Planning and Zoning Commission's review should consider whether the lease is an appropriate use of town property and whether it is consistent with the town's POCD. While not binding on the town, the Commission's report may only be over-ridden by a two-thirds vote of the Town Council or Board of Selectmen.

CGS 22-6e authorizes the Commissioner of Agriculture to make available vacant land owned by the state for gardening and agricultural permits. Permits shall be for a maximum of 10 years. There will be no fee for gardening permits, whereas the fee for an agricultural permit will be set by the Commissioner and shall be awarded based on a competitive bidding process.

CGS 47-19 provides that a "notice of lease" must be recorded with the town clerk in order for a lease with a term of more than one year to be effective against third parties, e.g., creditors of the property owner.

Property Tax Assessment If a town owns the farm parcel, there should be no change in the real estate tax treatment of the property because it is presumably exempt from property taxes in the first place. The farmer will likely be subject to personal property tax on any equipment or other property that he or she owns. There is, however, a statutory \$100,000 exemption from property tax for farm equipment provided the farmer meets the eligibility criteria.

If the farm parcel is owned by a land trust, it may be exempt from real estate taxes if the land trust has applied for exemption. Land trusts should be mindful, though, that if the property is leased for monetary consideration or for a commercial venture, the town's assessor may challenge the exemption and determine that the property should be subject to real estate taxes. If the property is not exempt, the land trust may potentially be liable, under *CGS 12-107f(b)*, for betterment assessments for such improvements as sidewalks, sewers and water lines. The land trust should consult its professional advisors to determine whether it can retain its exemption or whether, in the alternative, the property could be enrolled in Public Act 490 (PA 490). Under PA 490, the municipal assessor would take into account the actual use and productivity of the land, and property taxes would be assessed based on agricultural use, not development

potential. If leased farmland is enrolled in PA 490, the farmer tenant would need to sign off on the lease portion of the PA 490 Farm Land application submitted by the landowner to the assessor.

Written Leases A lease agreement for a term of more than one year must be in writing in order to be enforceable in the State of Connecticut (see *CGS 52-550*). Oral leases for a term of one year or less may be valid, but a written lease is certainly preferable.

Potential Additional Restrictions on Leasing of Town Property

Each town typically has its own process for authorizing and entering into leases of town property. Towns that are governed by a charter may have specific requirements that must be complied with in conjunction with a lease or other use of town property. In addition, some towns may have charter provisions, ordinances or policies that may require competitive bidding or other public advertising of the availability of the property. Here are some common legal procedural issues that may arise. This list is not exhaustive, however, and there may be others that apply in a particular town.

- If your town has a charter, does it contain restrictions on leasing property, e.g., requiring approval by a town meeting for leases in excess of one year?
- Does your town have a charter provision, ordinance or policy that requires competitive bidding or RFPs for the leasing of town property?
- If your town does not have a charter, is it customary to obtain town meeting approval for leases of property with terms in excess of one year?
- Did the town acquire the property by way of a deed or gift that has potential restrictions on its use?
- Did the town acquire the property using either tax-exempt bond financing or a Department of Energy and Environmental Protection open space grant that may have restrictions on the use of the property or the ability of the town to charge a monetary rent under the lease?



Leasing Open Space Lands Under State Easement

As of 2010 the Connecticut Department of Energy and Environmental Protection (DEEP) held conservation easements on 24,000 acres through its Open Space and Watershed Acquisition Lands Program (OSWA), established in 1998. The program works with municipalities, land trusts and water companies to help preserve open space that protects unique natural resources, provides for low-impact outdoor recreation, buffers drinking water sources and maintains local agricultural lands. Grants awarded under the OSWA program are made to acquire permanent interest in the property, in return the state is either granted or assigned interest in the property, usually in the form of a conservation easement.

Some of the open space lands acquired with OSWA funding can represent an important source of farmland for leasing by municipalities and land trusts. However, the OSWA conservation easement can be challenging for commercial farming.²² If an entity that protected a farmland parcel using OSWA funds did not carefully define agricultural use or designate the parcel for agricultural use, agricultural use of the property may be limited. An entity should consult the property's Conservation and Public Recreation Easement (usually under Title 2 "Development Rights and Restrictions"). DEEP staff are willing to work with towns and land trusts that are interested in leasing for farm activity, so long as such activity is within the legal guidelines of the easement. If a municipality or land trust is considering using OSWA funds to protect a local farmland parcel, careful thought should be given to what potential future agricultural uses may be desirable so that they can be negotiated in the course of drafting the easement.

Unlikely to be allowed under OSWA-funded easement (Municipalities and land trusts should discuss with DEEP staff.)

- Modifications that prevent public access (e.g., fencing of entire property)
- On-site retail operation, such as a farm stand
- Long-term leases that could be perceived as a monopolization of property
- Permanent structures such as barns and outbuildings
- Permanent or temporary housing for farmer and staff

Likely to be allowed under OSWA-funded easement (Municipalities and land trusts should discuss with DEEP staff.)

- Restricting public access in areas of crop or livestock production
- Short-term leases (e.g., up to five years)
- Hay or silage production
- Traditional use of land, as specified in the easement
- Organic farming
- Community gardens
- Rebuilding storage on an existing foundation
- Using existing structures, if any, for farm equipment or crop storage
- Portable structures, such as high tunnels, temporary sheds (no foundation)
- Using farm lanes/tractor lanes for public access paths with interpretive signage
- Periodic closing of public access for application of fertilizer, pesticide or herbicide

²² Although the statutory intent of the OSWA program (CGS 7-131d) includes the purchase of land that "preserves local agricultural heritage," the acquisition must allow for recreation and public access.

V. Elements of a Good Lease

Identification of the Parties Entities should be clear about the identity of the landlord (the property owner, although an agency or commission may have enforcement powers under the lease) and the tenant (an individual, an LLC, a corporation or some other entity).

Description of the Property This should include a map, address and specifics as to which parcels are being leased (if not the entire property). Initial condition of premises might be included here as well. If a residential dwelling is included in the leased premises, various statutory provisions apply to the landlord-tenant relationship, including a requirement that the residence be habitable.

Durational Terms of the Lease The terms of the lease should include a start date, end date and any options for renewal. A long-term lease should also include any permission for either party to periodically renegotiate the lease agreement. The lease may have a rolling term, which also should be indicated (see discussion of rolling leases, page 9). Entities might consider including a provision that the lease automatically terminate in the event the property has been “abandoned” by the tenant for a relatively significant period of time.

Rent or Payment A schedule of payments should be included, as well as total price and price per acre. Payments could either be a fixed amount or a fixed amount plus a percentage of the gross or net profit. Separate payment for use of buildings and machinery might also be included. If it is a non-cash agreement, then the type and frequency of services or crop share amount should be specified and whether there is a minimum and maximum amount. If there are penalties for a late payment, these should be included as well.

Taxes If the leased premises are subject to real or personal property taxes, the responsibility for those payments should be specified. Depending on the nature of the relationship, there may also be income tax consequences for one or both parties.



Utilities The lease should specify who is responsible for utility costs and what entity will be named on the utility account.

Uses of the Property The lease should have a clear statement about the permitted use of the property (i.e., commercial agriculture) and possibly the intended goals for the property, such as farming, education and/or recreation. The lease should also specify whether, and to what extent, the lessee’s right to the property is exclusive (i.e., is public access allowed over certain areas or for certain purposes, such as passive recreation?). To avoid ambiguity, the lease should also specify those uses that are prohibited on the property.

Entry The lease should specify whether the lessor has permission to enter the property and if there are any limitations to such entry.

Maintenance and Repairs The lease should specify who is responsible for maintaining and making repairs to the land and any structures that are included in the lease (e.g., fences, buildings, storage structures, machinery, equipment, roads, irrigation, etc.). The distinction between maintenance and repairs, as well as any monetary limits to these expenditures and other distinctions pertaining to “major” or “minor” and interior and exterior repairs should be stated.

Alterations and Improvements to Site The lease should specify the process for approval, if needed, for any alterations or improvements to the property, including whether or not the lessee can clear more land. The lease should also specify what sort of capital improvements the municipality or land trust will allow on the property and who pays for the cost. Although not common, this section could refer to the addition of new permanent structures and new equipment, with clear guidance on whether such improvements are considered permanent fixtures and become the property of the lessor versus those that may be removed by the lessee at the end of the term. This section could also refer to conservation practices or soil applications to build long-term soil fertility. (The duration of the lease should guide how these costs are shared, if at all, considering the short- and long-term beneficiary of any improvements.)

Stewardship Guidelines Consider including a clause that requires the farmer tenant to “use good stewardship practices” to protect the long-term productivity of the farm. A lease may also require the development of a conservation management plan, a nutrient management plan or grassland habitat management plan, and/or require that the lessee farm in conformance with such plans. If there is an expectation that the farmer tenant will maintain existing soil fertility, that also should be specified.

Additional Limits/Restrictions on Farm Practices

The lease should specify any limitations or prohibitions on farming practices or on crops or livestock that can be grown. The lease may or may not specify the number and type of animals that may be located on the property, whether the

Sustainable Land Use in the Town of Wallingford

Vegetables and sweet corn represent about 19 percent of the Town of Wallingford's farmland lease acreage. Most of the acreage is located near the town's reservoirs and other watercourses. Fields tend to have heavy clay soils that were depleted in prior years by conventional plow and disk tillage, and soil erosion was a significant problem. After considerable research and a trial with one field in 2007, the town specified deep-zone tillage use for four of its other leased vegetable fields in 2010. The conservation results have been noteworthy in terms of reducing runoff, soil erosion, dust, debris and neighbor complaints. The use of Integrated Pest Management (IPM) has also been an improvement over the routine aerial spraying of chemicals formerly used on leased fields. Field crops and buffers exhibit a variety of plants and wildlife throughout the year.

Town Conservation Commissioners were impressed with the health and vitality of crops in the fields with deep zone tillage, particularly during the significant drought in 2010. There was a noticeable contrast between a near-by conventional plow and disk tillage operation and the deep zone tillage fields. Crops on the conventional fields would wither during the heat of a summer's day, leaf color would fade and at times the plants would be laid out limply on the ground. The crops in the deep zone tillage fields were uniformly upright, crisp and deep green.

While the lessee has amended soils with cover crops that should add much-needed organic matter to the soil, there has already been a noticeable improvement in soil structure and stability. There are no more tractors or fertilizer trucks buried in the fields, and the lessee is able to drive equipment as needed throughout the year.

For more information about deep zone tillage, visit www.hort.uconn.edu/ipm/ipmveg.htm for recent research conducted by the University of Connecticut Cooperative Extension System.

lessee has the right to create water sources such as farm ponds, whether the lessee has the right to create new or different access roads over the property, whether or not the lessee can do work in any wetlands or regulated buffer areas, the prohibition of planting some or all invasive species, the removal of native trees, the removal or relocation of stone walls, etc. However, being overly prescriptive about farming practices in a lease can create difficulties for farmers and impact profitability. If possible, refer to the farm conservation plan for guidance on practices and allow the farmer flexibility in its implementation. For a list of suggested sustainable farming practices, see page 20.

Subletting The lease may specify whether subletting is permitted and under what conditions.

Default Provisions The lease should specify what happens if the lessee defaults, either in payment of rent or performance of any other obligations under the lease. The remedies should be tailored to the default. The lease should also provide "cure" periods for those defaults that the parties believe can be remedied.

Security Deposit The lease may provide that, at the beginning of the lease term, the lessee give a security deposit to the lessor to restore any damage done by the lessee or to undertake corrective action, if necessary, to restore the property to its pre-existing condition.

Monitoring/Reporting The lease should specify how monitoring will be handled and whether there is any expectation of reporting between the farmer and landowner. This might include a schedule of monitoring visits and/or stated permission for unscheduled visits (ideally, the lessor is willing to

give notice to a lessee of intent to visit with the plan of meeting in person to discuss any questions). Common lease violations include issues over stewardship practices, maintenance of structures, maintenance of hedgerows or frontage property, as well as failure to pay rent. (Monitoring should be handled by individuals who are familiar with farming and can recognize violations.)

Insurance/Liability The lease should specify whether the tenant farmer is required to have liability insurance. Most towns will require this as a matter of policy. This part of the lease needs to give consideration to the liability needs of the farm business, depending on whether there will be public visitors to the farm for events or recreational use. Property or buildings that are being leased should also be adequately insured. The lease also should provide that the lessee indemnifies and holds harmless the municipality or land trust from any and all claims or liability arising out of the lessee's use of the property, the lessee's operations and any acts or omissions by the lessee's employees, agents, business invitees, independent contractors and sublessees.

Condemnation/Casualty Loss The lease should specify what will happen in the event the property is condemned or destroyed by fire or other casualty, such as whether the landowner reserves the right to terminate the lease and whether the proceeds of a condemnation or insurance award will be shared. The lease may also provide that the lessor or lessee has a certain period of time during which to decide whether or not it is feasible to continue the operation and/or to rebuild or restore any buildings or other property destroyed by fire or other casualty.

VI. Not Ready to Lease?

If an entity is not ready or able to lease, there are still opportunities to increase the availability of local farmland for leasing. Some strategies to consider are:

- Facilitate outreach to non-farming landowners that may be willing to lease to a farmer. For example, the Town of Lebanon is in the process of setting up a Lebanon Farmland Link Program that is intended to help local farmers and non-farming landowners find each other so that underutilized land for hay, crops and orchards might be put back into production.

²³ A land trust may grant such an easement or a restriction to the town in which the property is located, assuming the town is willing to accept it. Because an easement generally must be granted to and enforced by an entity other than the property owner, it may be more effective for a town to take whatever formal action may be necessary to place a restrictive covenant on its property to ensure that if it is sold it may only be used for agricultural purposes.

VII. Community Farms

A number of Connecticut communities have developed so-called “community farms.” These farms have typically grown out of efforts to protect a local farm or farm parcel from development and are sometimes owned and managed by a land trust or, more commonly, owned by a municipality and managed by a nonprofit organization created expressly for this purpose. Through creative programming and management, community farms can serve a mix of users and a mix of intensity of use. There are currently 27 self-described community farms operating in Connecticut, several of which are profiled on the following pages.

Most community farms serve multiple purposes, including public education around farming and food production, opportunities for work and service learning, and food production.²⁴



Most also provide a portion of the food produced to local schools and/or food pantries. In some cases, community farms might look similar to a community garden (Fodor Farm in Norwalk). There might be a substantial emphasis on teaching young children or training young adults about growing food

and raising animals (Terra Firma Farm in Stonington, Sullivan Farm in New Milford, Holcomb Farm Learning Center in West Granby and the Community Farm of Simsbury). There have also been models that focus their programs on improving the household food security of low-income families (F.R.E.S.H. Farm in New London and GROW Hartford). There are several

- Use town zoning to ensure that town-owned property can be used for active agriculture.
- Consider putting a restrictive covenant or conservation easement on town-owned land to limit its sale for non-agricultural use.²³
- Work toward assigning a designated contact as well as an official town commission or board to be an advocate for agriculture.

examples of community farms that have incorporated a CSA operation into their activities. These can be helpful as a way to raise income to fund other activities and to build public support for the farm’s work (Holcomb Farm CSA in West Granby, Boulder Knoll Farm CSA in Cheshire, and Urban Oaks Organic Farm CSA in New Britain.) Some of the most successful and recent examples of community farms have thrived on the vision and enthusiasm of volunteers, transforming a town-owned parcel into an integral part of the community’s identity (Ambler Farm in Wilton and Massaro Farm in Woodbridge).

Considerations in Creating Community Farms

Organizational structure Community farms may vary in terms of their organizational structures. In some cases the nonprofit community farm includes the agricultural component and will hire staff members to serve as the farm manager and other farm workers. In other cases the farm may lease a portion of the property to a separate farm business (such as a CSA). In this case the farmer may own the farm business and not be an employee of the community farm organization.

Nonprofit status A nonprofit community farm may appear to enjoy some degree of financial security and might not be regarded by the agriculture community as a “real farm.” If resident support and good will directed toward a community farm fails to also benefit local farm businesses that are growing crops for income, there is the potential for resentment. A municipality or land trust interested in creating a community farm or leasing property for one should think carefully about this dynamic and work to both boost support in general for local farms and minimize any perception of competition for customers or political support from town hall.

Financial stability A community farm, like any farm, needs to maintain farm buildings, repair equipment and make routine property improvements. Without a stewardship

endowment fund or a lease agreement that stipulates another party will bear this responsibility (e.g., the municipality or land trust), a community farm can face increasingly unmanageable and unpredictable annual fundraising targets. Alternatively, the community farm may consider a for-profit component (such as a CSA or farm stand) in order to generate revenue for ongoing maintenance costs.

Public stakeholders A community farm has a unique and more direct relationship with the public than most farms. This relationship must be carefully managed, as community involvement is critical to the success of a community farm.

Housing and payroll As with any farm, there is a need for affordable housing on or near the farm property. On the other hand, providing housing for farm staff can open up a number

of regulatory requirements from the local health district to the federal Department of Labor. Compensating farm labor with food or housing can also potentially lead to violations with the Internal Revenue Service in regard to payroll taxes. It's important that the lessor and lessee of a community farm have a clear understanding of these legal guidelines.²⁵

If you are interested in starting a Community Farm, visit www.ctnofa.org for additional resources as well as a listing of community farms in Connecticut.

²⁴ Adapted from CT NOFA definition: www.ctnofa.org/CommunityFarms.html

²⁵ For an interesting case example, see *The Natural Farmer*, Summer 2010, Northeast Organic Farming Association.

Profiles of Community Farms in Connecticut

Ambler Farm, Town of Wilton

In 1999, the Town of Wilton purchased 23 acres of the Raymond-Ambler property as part of its open space preservation initiative. The property consists of rolling hills and a number of historic buildings. Because of the property's historic houses, barns and out-buildings, this acquisition was unlike any other and prompted the town to appoint a steering committee to consider the farm's future. From this committee, a nonprofit group called the Friends of Ambler Farm (FOAF) was formed and a mission crafted to celebrate Wilton's agrarian roots through active-learning programs, sustainable agriculture, responsible land stewardship and historic preservation.

In 2004 FOAF was formed, developed a use and management plan for 18 acres of the farm property and drafted a public-private partnership agreement with the town plus a two-year lease for a house on the property. The remaining 5 acres were converted to playing fields. The agreement specified that FOAF would use the property to educate the public about local agriculture, organic growing practices, sustainability and rural culture. To meet this requirement, FOAF dedicated a small garden for outreach purposes. FOAF also hired a farm manager to oversee 1 acre for the production of vegetables, fruits and flowers, which are sold on-site and at a farmers market and also donated to a local food bank. FOAF hired a Program and Property Manager who developed educational programs around agriculture and farm activities, including maple syrup production and animal husbandry. Other activities at Ambler Farm include a spring seedling sale, cooking demonstrations and a series of popular annual events (Ambler Farm Day, Summertime BBQ, The Art of the Wreath Party and Holiday Greens Sale).

Key Lease Provisions Between the Town of Wilton and Friends of Ambler Farm (FOAF)

Property: 18 acres + 2 houses + hay/dairy barn + carriage barn

Durational Terms: In perpetuity for land, 2 years for house

Cost: Land is free; house rental is \$22,000/year

Purpose: To educate the public about local agriculture, sustainability and rural life.

Obligations

- Town of Wilton must provide routine maintenance of septic and buildings, and make them available for public use.
- Town of Wilton must pay all utilities.
- Town of Wilton must provide lawn mowing and road plowing services.
- FOAF must manage property and may maintain as required for successful management of the gardens and programs.
- FOAF is responsible for leasing the house on the property to a farmer or caretaker.

Entry: Anyone from the public can enter the grounds and use the site between dawn and dusk.

Monitoring/Reporting: FOAF provides quarterly reports to Town of Wilton First Selectman's Committee that include an update on activities, goals and financial status.

Insurance/Liability: Both the Town of Wilton and FOAF have general liability insurance. FOAF has workers compensation, director's insurance and special events insurance.



Community Farm of Simsbury

Originally donated to the Town of Simsbury in 1883 “to be used for the occupation and maintenance of the town poor,” today the 77 acres plus barn and farmhouse are leased from the town by the Community Farm of Simsbury (CFS) to host a six-week summer camp and three-week summer Montessori program. CFS also grows a demonstration garden for vegetables that are given to local food pantries. In addition, CFS welcomed three new farmers in the 2010 season to rent between 1/8 acre and 1 acre as part of its new Incubator Farmer Program, which seeks to help people start a farming business by providing quality farmland and assistance with growing and marketing methodologies.



Key Lease Provisions Between the Town of Simsbury and Community Farm of Simsbury (CFS)

Property: 77 acres + barn + farm store + equipment storage barn + 1 house

Durational Terms: 5 years; option to renew for 4 additional years

Cost: \$1/year

Purpose: Engage in farming, community, educational and charitable activities

Obligations

- Town of Simsbury must provide routine maintenance of buildings.
- CFS must maintain USDA organic certification of the land.
- CFS must maintain the non-structural portions of the buildings.
- CFS must pay utilities.

Entry: Except in cases of emergency, the Town of Simsbury must give notice before entering the property.

Monitoring/Reporting: No formal reporting requirements

Insurance/Liability: Both the Town of Simsbury and CFS have general liability insurance.

Note: As of spring 2011, the Town of Simsbury and CFS were in the process of revising the lease agreement.

Key Lease Provisions Between the Town of Suffield and Friends of the Farm at Hilltop (FOFAH)

Property: 70 acres + 5 buildings

Durational Terms: 4 year lease, renewable for 4 additional 4-year terms (20 total years) for the land and smaller barn buildings

Cost: At least \$4,100/year of in-kind maintenance of the property

Purpose: To facilitate and support the restoration, preservation and promotion of historic Hilltop Farm and develop the educational, agricultural, historic and community building activities to benefit current and future generations

Obligations: FOFAH must manage the property, pay utilities and pay for improvements to structures.

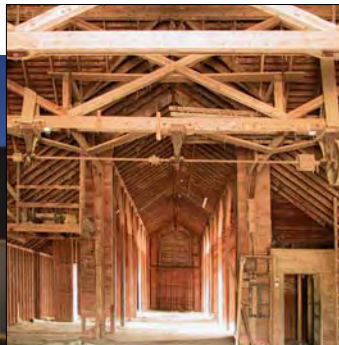
Entry: Anyone from the public can enter the open space grounds and use the site between dawn and dusk subject to restrictions regarding the nesting bald eagles.

Monitoring/Reporting: FOFAH provides yearly reports to the Open Space Sub-Committee of the Conservation Commission, the body appointed by the town to oversee the land. The report includes an update on activities, goals and financial status.

Insurance/Liability: Both the Town of Suffield and FOFAH have general liability insurance. FOFAH also has director’s insurance and special events insurance.

Hilltop Farm, Town of Suffield

Through its many workdays and events, Hilltop Farm invites community participation to educate residents of all ages about Suffield, Hilltop Farm, agriculture and conservation. Listed in the National Register of Historic Places, Hilltop Farm was the original site of a 500-acre working farm established in 1914 that included raising poultry and award-winning dairy stock. The greatly reduced land area now offers public educational opportunities. The 10 historic barns and buildings as well as 71 acres of farmland are leased by the Friends of the Farm at Hilltop (FOFAH) from two entities. Six barns and buildings and 1 acre of land are leased from Education Properties II, and five barns and buildings and 70 acres of land are leased from the Town of Suffield. Through grants, fundraisers and private donations, FOFAH maintains the leased property and continues to invest in the restoration of buildings to support expanding programs as well as several revenue producing enterprises.



Massaro Community Farm, Town of Woodbridge

Bachelor farmers Anthony and John Massaro deeded their 57-acre former dairy farm to the Town of Woodbridge, a New Haven suburb. Conservation restrictions in the 1994 deed required that the land be used for agriculture, their first choice, or for recreation. After both brothers had died and the town took control of the land, the town's Conservation Commission led a local movement to revive the farm, despite strong pressure to use the best field for a baseball diamond. The Board of Selectmen agreed in 2008, and a nonprofit group formed, called Massaro Community Farm (MCF), to lease the land from the town.



In early 2010, the Massaro Farm hired a farmer to run the CSA, which in its first year provided fresh vegetables to 125 spring and summer subscribers; the farm also offered a smaller number of fall subscriptions. The MCF donated over 4,000 pounds of fresh food to local social service organizations: Columbus House in New Haven, Woodbridge Human Services and Birmingham Group Health Services in Seymour.

Key Lease Provisions Between the Town of Woodbridge and Massaro Community Farm (MCF)

Property: 57 acres + 2 barns + 1 farmhouse

Durational Terms: 10 years for entire property including structures, two 5-year extensions

Cost: \$1/year

Purpose: Conduct a nonprofit farming operation as well as educational, charitable and recreational opportunities.

Obligations

- Town of Woodbridge has no obligations.
- MCF is solely responsible for all operating expenses and improvements.

Entry: As town property, the MCF cannot prohibit entry.

Monitoring/Reporting: No official reporting is required, but the president of the MCF makes regular appearances before the Woodbridge Board of Selectmen.

Insurance/Liability: The town has a blanket insurance policy, and the MCF is required to obtain and keep its own insurance policy as well.

Key Lease Provisions Between the Town of Granby and Holcomb Farm Learning Center (HFLC)

Property: 367 acres, consisting of 6 parcels and buildings

Durational Terms: Initial lease was for 20 years (1993–2013), with two consecutive 10-year extensions (lease currently in effect until 2033)

Cost: \$10/year

Purpose: To accomplish the purposes as established in the Holcomb Farm Plan of Use document, which specifies four envisioned use categories: Education, Agriculture, Arts and Recreation

Obligations

- HFLC must pay for capital costs as well as any maintenance and restoration of the property.
- HFLC must maintain the property in a clean and orderly manner, and prevent the accumulation of “rubbish, refuse, or discarded articles.”
- HFLC must do its best to fund-raise in order to address any deferred maintenance to buildings on the property.
- HFLC shall not make any improvements to the property without approval from the Town Board of Selectmen.
- HFLC must pay for all utilities.

Entry: The town reserves the right to enter the property at reasonable times (having given reasonable notice to HFLC) in order to inspect or perform maintenance.

Subletting: HFLC may enter into a sublease to accomplish the goals set forth in the Holcomb Farm Plan of Use.

Monitoring/Reporting: HFLC will report to the Town Board of Selectmen any anticipated failure to meet the goals of the lease.

Insurance/Liability: HFLC must have general liability insurance.

Holcomb Farm, Town of Granby

In 1990, the Town of Granby took over title to the 367-acre Holcomb Farm Property (originally gifted to University of Connecticut in 1976). The gift of land by Tudor and Laura Holcomb of this seven generation family farm—famous for its pioneering production of shade-grown tobacco and electric milking operation in the 20th century—was intended to preserve the site's natural beauty and make it accessible to the public for agricultural education and experimentation. In 1993, a 501(c)(3) was set up to shift the property care and maintenance burden from the town to an independent organization. The town does retain some control as it appoints 40 percent of the Board of Directors.

The Holcomb Farm Learning Center (HFLC) hosts a variety of programs for the public, including summer youth camp, artist studios, scout events and many seasonal workshops for the community: sustainable land stewardship and farming practices, food and nutrition topics, and artisanal practices. The Holcomb Farm CSA employs a farm manager and up to 11 full- and part-time farm staff/apprentices for its relatively large CSA operation with 700 members and more than 30 acres in production both on and off the farm. Holcomb Farm also offers more than 10 miles of hiking trails and supports farm-based community activities such as festivals, concerts, movies, hikes and lectures.



Resources

American Farmland Trust

www.farmland.org/connecticut

Farmland Information Center (partnership between the USDA Natural Resources Conservation Service & American Farmland Trust) is a clearinghouse for information about farmland protection and stewardship.

www.farmlandinfo.org/connecticut

Conservation Options for Connecticut Farmland (American Farmland Trust & Connecticut Farmland Trust) describes farmland protection options and programs available in Connecticut.

www.farmland.org/connecticut

Planning for Agriculture: A Guide For Connecticut Municipalities (American Farmland Trust & Connecticut Conference of Municipalities) describes the broad range of tools available to help local governments plan for the future of agriculture in Connecticut.

www.ctplanningforagriculture.com

Connecticut Agricultural Experiment Station (CAES)

www.caes.state.ct.us

CAES offers free soil testing.

NOTE: More extensive lead testing in soils can be performed by private environmental testing laboratories. A list can be found at the Connecticut Department of Public Health's Web site. www.dph.state.ct.us

Connecticut Conservation Districts

www.conservect.org

Connecticut's five conservation districts provide technical services and education about resource conservation to municipalities and citizens.

Connecticut Department of Agriculture

www.ctgrown.gov

CT FarmLink is a free Web site listing for registered farm owners and registered farm seekers.

www.farmlink.uconn.edu

Connecticut Farm Bureau

www.cfba.org

PA 490: A Practical Guide and Overview for Landowners, Assessors and Government Officials provides information about Connecticut's farmland tax assessment program.

cfba.org/pa490guide.htm

Connecticut NOFA (Northeast Organic Farming Association)

www.ctnofa.org

Online resource provides information about community farms in Connecticut and annual conference on the topic.

www.ctnofa.org/CommunityFarms.html

Equity Trust

www.equitytrust.org

Equity Trust offers innovative land tenure models.

Land for Good

www.landforgood.org

Land for Good provides expertise and resources in farmland access, farm transfer planning and farm use agreements.

New England Small Farm Institute

www.smallfarm.org

New England Land Link helps farmers and landholders locate and transfer farms in New England.

www.smallfarm.org/main/for_new_farmers/new_england_landlink

Holding Ground: A Guide to Northeast Farmland Tenure and Stewardship (New England Small Farm Institute) addresses farmland access, transfer, affordability and stewardship.

www.smallfarm.org/main/bookstore/publications

Resource Conservation and Development Council (RC&D)

www.ct.nrcs.usda.gov/Programs/rc&d/rc&d_in_connecticut.html

Connecticut's two RC&D Councils help communities protect their natural resources in a way that improves the local economy, environment and living standards.

Eastern Connecticut RC&D www.easternrcd-ct.org

Kingsmark RC&D <http://ccrpa.org/km/Default.htm>

University of Connecticut

www.uconn.edu

Cooperative Extension System offers a variety of programs and services in plant and animal agriculture.

www.extension.uconn.edu

Connecticut Environmental Conditions Online (CT ECO) is a GIS resource with convenient access to the most up-to-date and complete natural resource information available statewide.

www.cteco.uconn.edu

UConn Soil Nutrient Analysis includes lead screening; cost: \$3.00 to \$12.00 depending on test requested.

<http://soiltest.uconn.edu>

Connecticut Agricultural Business Management Guide (Connecticut Farm Risk Management and Crop Insurance Program) is a tool for farm businesses that covers setting up and conducting a business and a primer on various rules and regulations in Connecticut.

www.canr.uconn.edu/ces/farm

USDA Natural Resources Conservation Service (NRCS)

www.ct.nrcs.usda.gov

NRCS offers a variety of cost-share assistance programs for conservation practices and technical assistance for planning, designing and installing practices.

NRCS Web Soil Survey provides online information about soils.

www.websoilsurvey.nrcs.usda.gov

Working Lands Alliance

www.workinglandsalliance.org

Working Lands Alliance, a project of American Farmland Trust, is a coalition of individuals, businesses and organizations whose policy, education and advocacy work has led to the protection of thousands of acres of productive farmland in Connecticut.



The mission of American Farmland Trust is to save the land that sustains us by protecting America's farm and ranch land, promoting environmentally sound farming practices and ensuring an economically sustainable future for farmers and ranchers.

The University of Connecticut Cooperative Extension System (CES) provides practical learning resources to address complex problems of families, communities, agriculture, business and industry. CES is part of a nationwide educational network through the University of Connecticut College of Agriculture and Natural Resources.



University of Connecticut
College of Agriculture and Natural Resources
Cooperative Extension System