



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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OPEN SPACE STEWARDSHIP AND POLICES WORK GROUP

March 3, 2021

4:30 P.M.

SPECIAL MEETING AGENDA

Call to Order

1. Minutes from January 21, 2021 Meeting
2. Agriculture Lease RFP
3. Draft Simsbury Agricultural Land Usage Policy
4. Draft Open Space Acquisition Policy

Adjournment

Open Space Stewardship & Policies Work Group
Thursday, January 21, 2021
2:30 PM- Via Zoom Video Conference
REGULAR MEETING MINUTES - DRAFT

PRESENT: Margery Winters and Susan Masino

ALSO PRESENT: Tom Tyburski, Director of Culture, Parks and Recreation and Zoning Compliance Officer, Tom Hazel, and Tom Fitzgerald, Management Specialist were also in attendance.

Call to Order

Ms. Winters called the meeting to order at 2:31 PM

1. Approval of Minutes

The minutes of the November 30, 2020 Open Space subcommittee workgroup meeting were accepted.

2. Model Agriculture RFP and Lease

Ms. Masino questioned if the million dollar liability was standard. Mr. Tyburski stated that it is typically what they look for in the Town's RFPs, however, the one they were looking at may not need the auto liability at the level that it's at. Ms. Masino stated that this document referred to four years but the intent was to make it a five-year rolling lease. Mr. Tyburski stated that on page two it mentions five years, he doesn't recall seeing four years anywhere else. Ms. Masino stated that with the option to renew it suggests that at five years you have like a cliff and then maybe you get another five years but she thinks the intent was to have a rolling five-year lease so every year the lessor would say "yes I'm interested in keeping my five year time horizon". Mr. Hazel stated that he thinks that is appropriate because that at least keeps annual contact with the farmer and it could be part of the annual report that they are supposed to supply.

Ms. Masino stated that related to the annual reporting is an annual soil test, is that standard and who pays for that? Ms. Winters stated that she didn't think the soil test was expensive. Mr. Hazel stated that the UCONN Nutrient Analysis Laboratory is listed but also the Connecticut Agricultural Experimental Station will do it as well, he believes it is free as long as you get in there early. Mr. Hazel stated that if the farmer is going to propose additions to up the nutrients they would need the annual soil test. Ms. Winters stated that if we are hoping that they will be improving the soil we want to see that the organic content is going up. Ms. Masino stated that while the existing farmers know about the ag station and resources to get soil testing, she recommended putting together a resource list for how to get the annual soil testing done. Mr. Hazel stated he will check DEEP because they may have a resource list.

Mr. Tyburski stated that when they get the RFP out they will do a three week turnaround on it. The Town Manager's intern will be the lead person on it so all the applications will be sent to her and she will summarize for the selection committee.

Mr. Hazel stated that on the land usage policy the farm stand restrictions were highlighted. He stated that there are some minor zoning regulations that would apply, he will supply that to whoever is updating the drafts. Mr. Hazel stated that a farmstand has to be a minimum of 35 feet from the road in order to not make any sight line or traffic issues in that there be an adequate parking surface for a proposed amount of vehicles.

Ms. Winters stated that the portion on the Land Usage Policy is highlighted detailing who the modifications should be submitted to. Mr. Hazel stated that he thought the Open Space Committee seemed to be a good place to start and conservation could also make comments if we wanted to get their input. He stated it could be sent to attention Tom Hazel, Open Space Committee Liaison.

Ms. Masino stated that she has not yet had the opportunity to connect to farmers for their input.

Mr. Hazel reminded the committee that at some point they are going to have to get creative and come up with numerals or names for some of the parcels because they don't have the standard assessors' stuff.

3. Draft Open Space Acquisition Policy

The draft Open Space Acquisition Policy was finalized to put forth to the full Open Space Committee.

Ms. Masino discussed adding "headwaters" to the policy. Mr. Hazel suggested that this could be part of the objectives area. Ms. Masino suggested it read "headwaters, wetlands, vernal pools and riparian corridors. Ms. Masino will send the list to T. Fitzgerald.

The next workgroup agenda items were discussed. Mr. Tyburski suggested they work on the website. Ms. Masino suggested mowing and stewardship for pollinator versus bird areas, for example and adding additional website information on encroachment and dumping. Mr. Hazel suggested the Barn Door Hill triangle to get a formulated plan that's acceptable to the Board or the Town Manager's office.

ADJOURN

The meeting adjourned at 3:01 p.m.

Respectfully submitted,
Heather Taylor
Committee Clerk



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SIMSBURY, CONNECTICUT 06070

TOWN OF SIMSBURY, CT REQUEST FOR PROPOSALS (RFP) AGRICULTURAL LEASE OF _____

SUBMISSION DEADLINE: INSERT, 2021, no later than 4:30pm

SUBMISSION CONTACT AND ADDRESS:

Ms. Olena Nagorna
Graduate Student Intern
Town of Simsbury
933 Hopmeadow Street
Simsbury, Connecticut 06070
(860) 658-3230
tmintern@simsbury-ct.gov

Proposals will be accepted in electronic format only.

I. PURPOSE

The Town of Simsbury seeks proposals from qualified agricultural producers for leasing _____ of acres of town-owned land known as _____ for agricultural purposes beginning in spring 2021. The Town has a desire to receive proposals from agricultural producers that will engage in responsible stewardship of the agricultural land. The area to be licensed includes a _____-acre (+/-) field accessed from _____. The land has been in _____ (type of agricultural use) for several years and has _____ topography. A map of the property is attached. Successful applicants will propose an agricultural use consistent with the Town's desired agricultural practices. It is anticipated that the initial lease will be for a five-year term.

It is desired for respondents to be established in farming and/or agricultural business and must demonstrate the ability to perform the required service in an acceptable, reliable manner over the life of the lease. However, farmers of all level of experience will be considered. Preference will be given to applicants with a strong stewardship plan. The selected producer must demonstrate the ability to comply with Simsbury's desired agricultural land use practices and all applicable federal, state and local laws, rules and regulations. The Town will award a lease which, in the Town's opinion, serves the best interests of the Town.

DRAFT

II. COMMUNITY PROFILE

The Town of Simsbury was incorporated as Connecticut's twenty-first Town in May 1670. It has a land area of approximately 34.5 square miles and a population of approximately 24,350. Centrally located in the heart of the New York - Boston corridor, Simsbury is an attractive and diverse suburban community. As a part of the beautiful Farmington Valley, Simsbury offers an unmatched quality of life with a traditional New England town atmosphere in a setting of rolling hills, the picturesque Farmington River and extensive trail system. Simsbury is conveniently located 20 minutes northwest of Hartford and 20 minutes southwest of Bradley International Airport. Simsbury operates under a Town Manager-Board of Selectmen form of government with the Town Manager serving as the Chief Executive Officer responsible for overseeing the day-to-day operations of the Town.

The Planning and Development Department manages our agricultural leases in partnership with our Engineering Department and Culture, Parks and Recreation Department. Open Space maintenance is managed by the Culture, Parks and Recreation Department. The Town's Open Space Committee has been tasked with developing and recommending stewardship policies and practices for the Town's open space parcels, including agricultural lands.

III. GENERAL INFORMATION

- A. **Contract Period:** The Town will look to initially establish a five year contract, with possibilities to extend based upon satisfactory performance of the selected applicant.
- B. **Right of Rejection and Clarification:** The Town of Simsbury reserves the right to reject any and all proposals and to request clarification of information from any proposer. The Town of Simsbury is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- C. **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information in which the Town of Simsbury may deem as necessary to further evaluate the proposer's qualifications.
- D. **Denial of Reimbursements:** The Town of Simsbury will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- E. **Right of Negotiation:** The Town of Simsbury reserves the right to negotiate with proposers the exact terms and conditions of the contract.
- F. **Right of Rejection of Lowest Fee Proposal:** The Town of Simsbury is under no obligation to award this project to the Proposer offering the lowest fee. Cost

considerations will be made, but under no circumstance will cost be the only determining factor in accepting or declining proposals.

G. Compliance with Law: The selected applicant shall comply with all local, state and federal laws and regulations and restrictions.

H. Insurance and Indemnification:

The Lessee will be required to furnish certificates of insurance, including general liability, umbrella liability, automobile, and workers compensation with the following minimum limits:

<u>General Liability:</u>	\$1,000,000 each occurrence \$2,000,000 aggregate
<u>Umbrella Liability:</u>	\$5,000,000
<u>Auto Liability:</u>	\$1,000,000
<u>Worker's Compensation:</u>	Statutory
<u>Employer's Liability:</u>	\$1,000,000

Lessee coverage shall be primary and non-contributory. Auto coverage shall include leased, hired and non-owned vehicles. Auto coverage shall also be primary and non-contributory. The Town of Simsbury shall be named as additional insured on the general liability, umbrella liability and automobile liability policies. Each policy, including Worker's Compensation, shall include a waiver of subrogation in favor of the Town. All policies shall be kept in force throughout the duration of the project, with an extended reporting period of 36 months after the agreement terminates if coverage is written on a claims made policy.

To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless the Town of Simsbury and all of its agents and employees from and against all claims, damages, losses, judgments and expenses, including reasonable attorney's fees to the extent caused by, arising from or alleged to arise from the negligent acts, errors or omissions of Lessee, Lessee's employees or those for whom Contractor is legally responsible in the performance of the work. This provision shall survive termination of this Agreement.

[Lessee will hold the Town harmless and release the Town from any claims that may arise while performing an inspection of the property. Lessee agrees to accept the premises "as is."]

Comment [AM1]: Optional. We should include if they will be let onto the property to inspect before agreement is signed.

IV. DESIRED AGRICULTURAL PRACTICES

INSERT high level of components from document Margery has "Simsbury Ag Land Policies"

V. SUBMISSION AND DEADLINE

The Request for Proposals (RFP) is available online at:

<https://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>

Interested and qualified firms or individuals are to submit an application and fee **proposal** (attached) electronically to Olena Nagorna, Graduate Student Intern, at tmintern@simsbury-ct.gov with the subject line reading "Agricultural Lease RFP Response". Only electronic copies will be accepted. Hard copies will not be considered. **Submissions must be received no later than 4:30 PM on __, __, 2021.** No proposals will be accepted after the date and time specified.

Comment [CME2]: Are there additional documents we are seeking in addition to the application such as references or a letter of transmittal? If so, we should specify.

Questions regarding this RFP should be directed to Thomas Hazel, Assistant Town Planner, at thazel@simsbury-ct.gov. In order to receive consideration, all questions must be submitted by _____ on _____, 2021. A response to all relevant questions will be provided prior to 4:30pm on _____, 2021 via addendum that will be posted on the Town website at:

<https://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>

Town of Simsbury RFP Application Simsbury Agricultural Property

Comment [CME3]: Lena will clean up formatting and convert to an editable PDF document

Applicant Information

Applicant's Name

Applicant's Farm Name

Applicant's Address

Applicant's Email Address

Applicant's Phone Number(s)

Type of agricultural operation experience:

Dairy (specify years in business)

Crops (specify types and years in business)

Animals (specify types and years in business)

Other (specify types and years in business)

Describe capacity and experience to manage a licensed agricultural property:

Describe past experience and improvements made if you have leased/licensed Town properties:

Proposal

Name of property you are applying to lease/license:

Intended use of the property, including planned crops or other uses:

How does this fit your business plan?

Comment [CME4]: For the application, I think we should have the property name automatically filled in.

What is your stewardship plan for the property?

How would your use of the property benefit the citizens of Simsbury?

Other information you would like to provide in consideration of your proposal:

FEE PROPOSAL

The undersigned hereby makes a proposal to pay the Town of Simsbury the following amounts annually for the agricultural services for the lease of _____ (property name).

Comment [CME5]: See comment above and fill in property name.

	Annual Proposed Rent	Written Amount
1. Season 2021	\$ _____	_____ Dollars
2. Season 2022	\$ _____	_____ Dollars
3. Season 2023	\$ _____	_____ Dollars
4. Season 2024	\$ _____	_____ Dollars
5. Season 2025	\$ _____	_____ Dollars

NON-COLLUSION AFFIDAVIT:

By submission of this proposal, the Respondent certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Simsbury's Code of Ethics (attached) and agree to submit a Code of Ethics Acknowledgement Form if I /We are selected.* Yes ____No ____

***Respondent is advised that the Town of Simsbury cannot consider any bid or proposal where the bidder has not agreed to the above statement.**

Type or Print Name of Individual

Doing Business as (Trade Name)

Street Address

City, State, Zip Code

Title

SS # or TIN#

Email Address

Telephone Number / Fax Number

Applicant Signature

Date

EXCEPTIONS

The undersigned bidder proposes the following exceptions for Leasing of Town Owned Open Space for Agricultural Purposes. Exceptions will be considered to the product or service specifications only. All other conditions or agreements submitted in response to the bid, unless specifically requested, will be rejected. Any and all price changes related to these exceptions are specifically stated herewith.

Exception Price Change
(Show + or -)

Simsbury Agricultural Land Usage Policy - DRAFT

The Town of Simsbury owns [REDACTED] properties with prime agricultural soils. The Town of Simsbury is committed to keeping this land in agricultural production and therefore leases these properties to local farmers. In order to ensure the preservation of Town agriculture land and to promote good stewardship, the Simsbury Open Space Committee recommends the following policy to be adhered to by its lessees. The Town understands that in some cases these policies may need to be modified. Modifications must be submitted in writing and must be approved by the Open Space Committee.

The Lessee is to follow farming practices that maintain the land in good agricultural standing. The Lessee covenants and agrees to:

Best Management Plans

- If a USDA-NRCS or other formal Conservation Plan was submitted for a particular field with the bid proposal, use the USDA-NRCS Conservation Plan and follow Best Management Practices for Agriculture during the term of the agreement, including, at a minimum, adherence to the items referenced below.
- If a USDA-NRCS or other formal Conservation Plan was not submitted with the bid for the particular field, follow best management practices for agriculture in accordance with the CT Department of Agriculture and CT DEEP during the term of the lease, including, at a minimum, adherence to the items referenced below.

Maintenance/ Improvement of Soil Organic Carbon Levels

- Green manures and cover crops are required unless there is inadequate time to establish a cover crop postharvest. If no cover crop is applied, Lessee is to provide an explanation. For Leasees that would like assistance choosing cover crops, the Lessee is encouraged to contact the Open Space Committee through the Planning and Land Use Department.
- Organic mulching to protect against erosion and soil crusting, and to replenish soil organic matter is encouraged.
- Use of manure and compost is encouraged. The Lessee will refrain from long-term storage of manure on the site unless adequate manure storage facilities are constructed and maintained.
- Reduced tillage practices are encouraged.
- Supplemental fertilization with synthetic fertilizers is discouraged.
- Fertilizer applications are to be applied per soil test lab recommendations; modifications to the lab recommendations may be allowed with a written explanation.
- Any application by the Lessee or their agent of sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.

Cropland Soil Testing

- Soil tests are to be performed once per year, at the same time of year (fall testing recommended). The soil test is to include Calcium, Magnesium, Phosphorous, and Potassium, as well as percent organic matter. In addition, recommendations from the testing lab for the aforementioned elements are to be obtained. Testing for and addressing deficiencies in additional elements is encouraged.
- The Lessee may choose the lab they prefer. The UCONN Nutrient Analysis Laboratory is an option.

Pest Control

- Intercropping and companion planting is encouraged.
- Biological pest control practices are encouraged.
- Biorational pesticides include oils, insecticidal soaps, microbials (such as *Bacillus thurengiensis* and entomopathogenic nematodes), botanicals (plant-based) and insect growth regulators are preferred.
- Best agricultural sanitation practices are to be followed to reduce the spread of pests, weeds or agricultural disease.
- The use of synthetic pesticides is not permitted unless authorized by the Town and/or Open Space Committee through the Planning and Land Use Department.
- All Material Safety Data Sheets (MSDS) sheets for scheduled applications of pesticides are to be provided to the Agricultural Committee prior to application for review when submitting yearly reporting forms. For non-scheduled applications of pesticides, all MSDS sheets are to be provided to the Agricultural Committee with the yearly reporting form.
- All pesticides must be applied according to the manufacturer's recommendations and/or according to cooperative extension recommendations.
- The use of Atrazine or its agent is expressly prohibited on the subject property, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.

Crops

- The Open Space Committee encourages lessees to seek out alternatives to genetically modified crops.

Animals

- The keeping of animals on the property is allowed with written consent of the Open Space Committee.

Erosion Control

- Notify the Town of erosion issues as they arise and take immediate measures to effectively control the erosion to the satisfaction of the Code Compliance Officer.

Watercourses

- The Lessee is not to cultivate within 50ft of a water body or watercourse.
- The Lessee will not dredge, alter, draw from, or drain into, any farm pond, stream, drainage way, channel or swale without the express written permission of the Simsbury Conservation Commission and any permits as may be required from the Inlands Wetlands and Watercourses Commission.

Invasive Plants

- The Lessee is not to use any plants that are listed as invasive per the Connecticut Department of Energy & Environmental Protection, nor use canary grass or any other potentially invasive plants.
- The Lessee may, if desired, treat or remove plants, shrubs or trees designated as "invasive species" per the State of Connecticut. in accordance with the restrictions & requirements described in Attachment C".

Removal of Trees and Shrubs

- While the trimming of brush and overhanging branches is allowed along the edge of a field, the Lessee is not to remove any trees or shrubs without written consent of the Open Space Committee.

Stone Piles

- Stones removed from any field and piled around the perimeter are not to exceed 3 feet in height, without written consent of the Open Space Committee.
- Rock piles may not be located around trees.

Baled Hay and Plastic

- The Lessee is required to remove baled hay, plastic, and any other residual farming supplies from the subject property at the end of each growing season and no later than December 15th each year.

Operation of Machinery

- The types of farm machinery to be used and their hours of operation may need to be approved for certain leased parcels near residential areas.

Access to Property

- The Lessee shall use the designated access shown on the "Town Farmland Lease Program Properties" Map, and not construct any new access ways to any field.
- The Lessee will allow members of the general public reasonable access for the purposes of bird watching, hiking, horseback riding, hunting, or fishing (only as allowed per town and/or state regulation).
- The Lessee will not alter any paths, horse trails, or other existing features without the express written permission of the Simsbury Open Space Committee and any permits as may be required from the Inlands Wetlands and Watercourses Commission.

Farm Stand

- Shall be located 35 feet from the road and have an adequate parking surface

Removal of Stonewalls and Vegetation

- The Lessee is not to remove any trees, shrubs or stonewalls from the property.

Fencing

- The Lessee is not to install or remove any fencing without written consent of the Open Space Committee.
- The Lessee is not to remove or install any fixtures, structures, or fences, either permanent or temporary. If a field does not have an existing gate, the lessee may install a gate, but barbed wire shall NOT be used. Prior to installing a gate, the lessee shall consult with the Code enforcement Officer as to location and method of installation.

Signage

- The Lessee will not install any signage unless expressly permitted by the Lessor.

Annual Report

- An annual report (Attachment D) shall be submitted to the Code Enforcement Officer by November 30 of the lease year.

Contact information

- The Lessee will provide updated contact information (at a minimum, Lessee's phone number, mobile phone number, and address) to the Town Code Enforcer in a timely manner throughout the lease term.

Inspection and Disturbances

- The Licensor retains the right to enter the property to ensure the aforementioned requirements are being met and to enter and disturb property.

Lease Restrictions / Subleasing

- The Lessee will not sublease or otherwise allow others to use the property without the Lessor's written consent from the Town of Simsbury and consultation with the Open Space Committee.
- Only agricultural uses as defined in Connecticut General Statutes 1-1 (q) are allowed.

Insurance

- The Lessee will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises.
- Heirs have right to harvest upon death of Lessee for the remainder of the current growing season, after which the lease will be terminated.

Contract Breach

- Breach of contract will result in the termination of the Lease, immediately authorizing the Lessor to re-enter and repossess said property without legal process.