

Minutes of the Town of Farmington  
Regular Town Council Meeting  
October 11, 2016

Present:

Nancy W. Nickerson, Chair  
Jon Landry  
Peter M. Mastrobattista  
Gary Palumbo  
Meredith A. Trimble  
John Vibert

Kathy Eagen, Town Manager  
Paula B. Ray, Clerk

**A. Call to Order**

The Chair called the meeting to order at 7:00 p.m.

**B. Pledge of Allegiance**

The Council and members of the public recited the Pledge of Allegiance.

**C. Presentations and Recognitions**

There were no presentations or recognitions.

**D. Public Hearing**

There were no public hearings held.

**E. New Items**

There were no new items added to the agenda.

**F. Public Comment**

Pat Karwoski of 75 Tunxis Village had concerns about the developer for the Charles House property in Unionville. She told the Council she realized they were not the land use body for the Town of Farmington, but the Town Plan and Zoning Commission did not allow any public comment at their meetings other than part of public hearings on specific properties. She asked the Council to approach them on this subject, because Center Plan and its President Robert Landino were embroiled in the Dunkin Donut Stadium controversy in Hartford. She was concerned that they wouldn't be able to meet their obligations of the development in Unionville. She was aware that they were coming before the TPZ to ask for an extension of their permit the following evening.

**G. Reading of Minutes**

1. September 13, 2016 Regular Town Council Meeting

Motion was made and seconded (Trimble/Mastrobattista) to approve the minutes of the September 13, 2016 Regular Town Council Meeting.

Adopted unanimously.

2. September 27, 2016 Regular Town Council Meeting

Motion was made and seconded (Trimble/Mastrobattista) to approve the minutes of the September 27, 2016 Regular Town Council Meeting.

Adopted unanimously.

**H. Reading of Communications and Written Appeals**

There were no communications and written appeals.

**I. Report of Committees**

1. UCONN Committee(s)
2. Land Acquisition Committee
3. Green Efforts Committee
4. Joint Town of Farmington/City of Hartford Committee
5. Bicycle Advisory Committee
6. Farmington Gateway Committee
7. Web Page Sub-Committee

There were no reports for Agenda Items I-1 through I-7.

8. Farmington High School Building Committee

Mrs. Trimble reported the project was moving forward with the selection of an Owner's Representative and a Construction Manager. The Committee was expecting a report from the education consultant on the community visioning meetings that were held with the various stakeholders of the project. The Chair expected the Committee would be giving an update report to the Council in November.

**J. Report of the Council Chair and Liaisons**

1. Chair Report

The Chair reported that at the October 25, 2016 meeting the Council would receive updates on the Rails to Trails and Bike Committee projects.

## 2. Board of Education Liaison Report

Mr. Landry reported the Board of Education was scheduled to hold a Special Meeting on October 13, 2016 to approve the new contract with the Farmington Education Association.

## 3. Unionville Village Improvement Association Liaison Report

Mrs. Trimble reported that Unionville Day had been a wonderful success. She thanked the UVIA members, the Unionville Businesses and organizations that contributed.

## 4. Town Plan and Zoning Liaison Report

## 5. Water Pollution Control Authority Report

## 6. Economic Development Commission Liaison Report

## 7. Human Relations Commission Report

There were no reports for Agenda Items J-4 through J-7.

## 8. Chamber of Commerce Report

Mr. Landry reported the next Business After Hours meeting was being held at Farmington Gardens on October 13, 2017.

## 9. Other Liaison Reports

There were no other Liaison Reports.

## K. Report of Town Manager

### Quarterly Reports

The Manager reported on the various quarterly reports that had been included in the Town Council Packet.

- The Gateway Committee had been working on the vision for the area and was meeting the following week to give the consultant ideas to begin drawings for the area based on the data collected from the meetings.
- The Town had met with the State of Connecticut Department of Transportation and had obtained preliminary approval for 99% of the enhancements to the project as part of the Gateway project.
- The Manager reviewed the status of the various road projects in Town as outlined in the memo recorded with these minutes as Agenda Item K-1.
- The Manager planned for the Bike Advisory Committee to give a presentation at the next Council meeting in conjunction with the Rails to Trails report.
- The new Traffic Officer had been established the beginning of October.
- The WPCA project was going very well and \$500,000 worth of construction credits had been found.
- The Batterson Park project had been transferred to Treasurer Cloud to represent the City of Hartford. The City Council was considering the project at their October 17, 2016 meeting.

- The Burn Building was nearly completed and the official opening was scheduled for Saturday November 5<sup>th</sup>.
- Christine Barta, Town Assessor had begun the process for town-wide revaluation.
- The Farmington High School Building Committee had been very busy. Mrs. Trimble thanked the Manager and Town Staff for all their work on the project.
- The Green Efforts Committee continued to promote environmentally conscientious practices for the Town. Under the Clean Energy Communities Municipal Pledge program the Town had been awarded a \$10,000 grant, was close to receiving a second \$10,000 grant and \$18,000 of Renewable Energy Points.
- The Rails-to-Trails Bridge over Route 6 was going well. It was the consensus of the Council to have a community informational meeting in the spring of 2017 similar to the presentation the Council was to be given later in October on the Rails-to-Trails and Bike Committee.

#### Westwood Golf Course Award

The golf course had received an award from the Farmington Valley Visitors Association as one of the favorite golf courses in the Farmington Valley.

#### South Road Award

The Town of Farmington had received an award from the Capitol Region Council of Governments in recognition of designing and expediting the delivery of the South Road Reconstruction Project.

#### Road Reconstruction Update

All road work for the past construction season was successfully completed including the following areas:

- Farmington Village Area 2.16 miles
- Lake Garda Area 1.58 miles
- Cedar Lane Area .9 miles
- All catch basin tops were replaced along with curbing and topsoil/seeding as needed.
- Coming up for 2017 were Pinnacle Road, Oakland Gardens Area, Lovely Street Area. All future work was contingent on funding availability and road conditions.

#### Conservation Easement to the Farmington Land Trust

The Manager reminded the Council that the Land Trust had requested the Town give a conservation easement to the Land Trust for the Aiudi property. The Town through the Land Acquisition Committee had been working on terms of the conservation easement. It was the consensus of the Council to have the Manager continue to work on the easement terms.

#### Bond Sale

On September 21, 2016 the Town had sold \$5,000,000 in General Obligation Bonds in order to finance various capital projects and land acquisitions. The bonds had been

rated "Aaa" by Moody's and were sold on an open competitive basis using an on-line bidding system. The Town had received four bids and the low bid had a True Interest Cost to the Town of 1.875%, which was a very positive rate for the Town's long term debt.

The Manager reported a new Goal to report yearly on the Town's farm on Town Farm Road was being added to her list.

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Motion was made and seconded (Trimble/Mastrobattista) to accept the report of the Town Manager.

Adopted unanimously.

**L. Appointments**

1. Plainville Area Cable TV Advisory Council (R)
2. Plainville Area Cable TV Advisory Council (R)
3. North Central Regional Mental Health Board, Inc. (Wienke)(R)
4. Building Code Board of Appeals (Hammerberg)(D)

There were no appointments made for Agenda Items L-1 through L-4.

5. Unionville Historic District and Properties Commission Alternate  
Motion was made and seconded (Vibert/Mastrobattista) that Ann Wuefling be appointed to the Unionville Historic District and Properties Commission as an Alternate for the balance of a three-year term beginning immediately and ending September 30, 2017.

Adopted unanimously.

6. Economic Development Commission  
Motion was made and seconded (Vibert/Mastrobattista) that Brian F.X. Connolly be appointed to the Economic Development Commission for the balance of the two-year term beginning immediately and ending September 30, 2018.

Adopted unanimously.

7. Economic Development Commission  
Motion was made and seconded (Vibert/Mastrobattista) that John Karowski be appointed to the Economic Development Commission for the balance of the two-year term beginning immediately and ending September 30, 2018.

Adopted unanimously.

8. Farmington Historic District Commission Alternate (Haviland)(R)  
9. Housing Authority (Mason)(D)  
There was no action taken on Agenda Items L-8 or L-9.

**10. Water Pollution Control Authority**

Motion was made and seconded (Vibert/Mastrobattista) that Peter Bagdigian be appointed to the Water Pollution Control Authority for the balance of a five-year term beginning immediately and ending September 30, 2021.

Adopted unanimously.

**11. Unionville Historic District and Properties Commission Alternate (Forster)(R)**

There was no action taken on Agenda Item L-11.

**M. Old Business**

There was no Old Business conducted.

**N. New Business**

1. To Authorize the Town Manager to Sign the 184 and 199 Town Farm Lease Agreement(s) Between the Phillips Family and the Town of Farmington.

Motion was made and seconded (Trimble/Mastrobattista) that the Town Manager is authorized to implement the following changes to the attached 199 Town Farm Road (Residence and Barns) and the attached 184 Town Farm Road (Fields) lease agreements with Rodger and Isabelle Phillips recorded with these minutes as Agenda Item N-1 and is authorized to sign the amended agreements;

**Section 2 - Initial Term -**

The initial term of this Lease (the "Initial Term") shall commence on October 1, 2016 (the "Commencement Date") and terminate on September 30, 2019, unless extended or terminated as provided for below.

**Section 4 - Rental -**

During the Lease Term, Lessee covenants and agrees to pay annual rent to the Town of \$1.00 payable on, or before, October 1<sup>st</sup> of each year this Agreement is in effect. Per the 184 Town Farm Road Lease Agreement, the Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to 10 Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$5,00. Lessee agrees to deliver Lessor's share to Farmington Food Pantry, subsidizing families or the needy and Gifts of Love.

Adopted unanimously.

2. That Appropriation Transfers be Made in the Fiscal Year 2015/2016 General Fund Budget.

Motion was made and seconded (Trimble/Mastrobattista) that the following appropriation transfers be made from and to the Accounts listed below in the FY 2015/2016 General Fund Budget:

FROM DEPARTMENT:	AMOUNT
106 PERSONNEL SERVICES	321,000
150 INSURANCE	19,570

TO DEPARTMENT:	AMOUNT
101 TOWN MANAGER	\$10,470.00
102 FINANCE DEPARTMENT	11,300.00
103 PROBATE	100.00
105 TOWN COUNCIL	2,290.00
112 TOWN CLERK	1,835.00
115 ECONOMIC DEVELOPMENT	14,240.00
119 PLANNING & ZONING	32,075.00
120 PUBLIC BUILDINGS	5,470.00
210 FIRE MARSHAL	187,290.00
220 POLICE DEPARTMENT	1,900.00
224 COMMUNICATIONS CENTER	22,610.00
225 EMS SERVICES	200.00
245 BUILDING INSPECTOR	4,290.00
310 PUBLIC WORKS & DEVELOPMENT	4,475.00
390 ENGINEERING	12,100.00
401 COMMUNITY & RECREATION	29,925.00
<b>TOTAL</b>	<b>\$340,570.00</b>

Adopted unanimously.

3. That unobligated Capital Improvement Project (CIP) Transfers be Made to Close out Various Inactive CIP Accounts and Cover Shortfalls in other CIP Accounts.

Motion was made and seconded (Trimble/Mastrobattista) that unobligated Capital Improvement Project (CIP) balances be transferred to the accounts listed below for the purpose of closing out various inactive CIP Accounts and covering shortfalls in other CIP Accounts.

FROM:		
<u>ACCOUNT #</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
13116	Alice Clover Pinnney Gazebo Improvements	\$ (4,802)
14214	High School Tennis Courts	\$ (636)
13602	Salt Storage Shed Roof	\$ (3,163)
13604	Truck Lift	\$ (35,000)

15607	Highway Dump Truck	\$ (2,538)
15605	Small Dump Truck	\$ (5,588)
15629	Brush Chipper	\$ (1,433)
15645	Building Maintenance Vehicle	\$ (5,841)
15610	Backhoe Loader	\$ (3,397)
15601	Rotary Mower	\$ (10,179)
15580	Fire Marshal Vehicle	\$ (25,000)
15701	Rotary Mower-Golf Course	\$ (2,515)
	<b>TOTAL</b>	<b>\$ (100,092)</b>

TO:

<u>ACCOUNT #</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
14215	High School Track	\$ 854
13603	Overhead Door Replacements	\$ 56
13701	Westwoods Maintenance Shed	\$ 6,627
15501	Rolling Stock	\$ 73,142
15634	Street Sweeper	\$ 19,413
	<b>TOTAL</b>	<b>\$ 100,092</b>

Adopted unanimously.

4. To Approve a Resolution Regarding Pension Benefits to Former Police Employees.

Motion was made and seconded (Trimble/Mastrobattista) to approve the following resolution regarding pension benefits to former police employees in accordance with Section 51-34 of the Town Code:

“That no special benefit payment be made from the Pension Plan to retired non-police employees at this time.”

Adopted unanimously.

5. To Approve a Resolution Regarding Pension Benefits to Former Non-Police Employees.

Motion was made and seconded (Trimble/Mastrobattista) to approve the following resolution regarding pension benefits to former non-police employees in accordance with Section 51-69 of the Town Code:

“That no special benefit payment be made from the Pension Plan to retired non-police employees at this time.”

Adopted unanimously.



6. To Approve Property Tax Refunds.

To Approve the Following Property Tax Refunds.

NAME	REASON	AMOUNT
1)Allstate Cont. Services	Assessor's adjustment	\$6.11
2)Avon Premium Finance	Assessor's adjustment	\$126.63
3)J & R Belanger	Assessor's adjustment	\$110.31
4) T & C Boyajian	Assessor's adjustment	\$124.38
5)Cab East LLC	Assessor's adjustment	\$126.63
6)David Cheng	Assessor's adjustment	\$12.27
7)Creekridge Capital	Assessor's adjustment	\$2,094.64
8)Daimler Trust	Assessor's adjustment	\$60.97
9)Kevin Damico	Assessor's adjustment	\$12.78
10)Nicolino Docchio	Assessor's adjustment	\$8.92
11)M & R Frey	Assessor's adjustment	\$59.81
12)Alina Frigugliett	Assessor's adjustment	\$21.16
13)Patricia Gallagher	Assessor's adjustment	\$9.39
14)G or J Hikel	Assessor's adjustment	\$74.50
15)Honda Lease Trust	Assessor's adjustment	\$1,198.78
16)Eric Jipp	Assessor's adjustment	\$143.94
17)Christine Lagosz	Assessor's adjustment	\$14.31
18)Amelia Mason	Assessor's adjustment	\$6.86
19)C & M Modha	Assessor's adjustment	\$18.31
20)Nissan Infiniti	Assessor's adjustment	\$84.51
21)Lori Obrien	Assessor's adjustment	\$110.16
22)Laurette Prickett	Assessor's adjustment	\$14.54
23)J & A Sicklick	Assessor's adjustment	\$28.10
24)T Singh & N Parmar	Assessor's adjustment	\$16.50
25)Christopher Stephens	Assessor's adjustment	\$586.75
26)Toyota Lease Trust	Assessor's adjustment	\$34.34
27)James Vanhoof	Assessor's adjustment	\$14.46
28)Vault Trust	Assessor's adjustment	\$186.64
29)Raymond Vicino	Assessor's adjustment	\$65.74
30)Emily Wilkey	Assessor's adjustment	\$27.85
31)Wine Cellars 4 LLC	Assessor's adjustment	\$136.90
32)Dariusz Wojnarowski	Assessor's adjustment	\$93.73
	<b>TOTAL:</b>	<b>\$5,630.92</b>

Adopted unanimously.

**O. Executive Session**

Motion was made and seconded (Trimble/Mastrobattista) to move to Executive Session at 8:20 p.m. with the Town Council and Town Manager present for the discussion of records, reports and statements of strategy or negotiations with respect to collective bargaining.

Adopted unanimously.

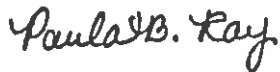
The Council returned to Open Session at 8:40 p.m.

**P. Adjournment**

Motion was made and seconded (Trimble/Mastrobattista) to adjourn the meeting at 8:40 p.m.

Adopted unanimously.

Respectfully submitted,



Paula B. Ray, Clerk

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: State DOT Projects—Goal 3  
DATE: October 11, 2016

**Manage actions taken to improve traffic problems including meeting with the State of Connecticut Department of Transportation on a quarterly basis. Report on the following projects to the Town Council on a quarterly basis.**

Project #51-260 Safety and Operational Improvements Route 4 / Backage Road: The CT DOT started the roadway reconstruction portion of the project in the Spring 2016. They are currently working on upgrades to the storm drainage system, water main replacement and other utility relocations. The project is approximately 20% complete. This is a two year construction project, to be completed in Fall 2018.

Project #51-268 Rails to Trails to Plainville CT: The project is under construction and is approximately 10% complete. The bridge over Route 6 is anticipated to be installed in the spring. This project is funded 80% Federal and 20% State. This project will complete our overall trail system in Town. This project will be completed Fall 2017.

Project #51-269 Intersection Improvements Route 177 at New Britain Avenue and Mill Street: The Department of Public Works, Engineering Division, has been working with our consultant to move the design forward through the DOT process. It is approximately 35% complete. The design is expected to be complete this upcoming winter/spring. There are several property takings that need to be done prior to construction. The DOT is handling these acquisitions. This project is funded 80% federal, 10% state, and 10% Town.

Route 4 CRCOG Corridor Study: The Town of Farmington, in conjunction with CRCOG, is working with the consultant to complete the study. CRCOG is managing the project. The study will take year to a year and half to complete.

South Road Reconstruction: The project is currently under construction and is approximately 30% complete. The drainage will be complete this fall and the majority of the roadway improvements will take place next spring and summer. The project is funded through the LOTCIP program through the DOT and CRCOG. This project will complete the in the Fall of 2017.

LEASE AGREEMENT

199 Town Farm Road, Farmington, Connecticut

Residence and Barns

THIS AGREEMENT, dated OCT 15, 2013 made by and between THE TOWN OF FARMINGTON, a municipal corporation having its territorial limits in the County of Hartford, Connecticut (the "Town"), and RODGER PHILLIPS and ISABELLE PHILLIPS., 203 Fairfield Avenue, Hartford, Connecticut 06114 ("Lessee"),

**WITNESSETH:**

IN CONSIDERATION of the promises exchanged herein, the parties agree:

1. Premises: The Town hereby leases to Lessee, and Lessee hereby leases from the Town, certain parcels of land with all improvements thereon containing 9.941 acres, more or less, in the Town of Farmington, County of Hartford and State of Connecticut, as more particularly described as the "Leased Premises" on the attached hereto as Schedule A ("Premises"), for residential purposes and the operation of an organic farm for the production of heirloom and specialty vegetables, herbs, small fruits, cut flowers and heritage breed livestock.

2. Initial Term: The initial term of this Lease (the "Initial Term") shall commence on October 15, 2013 (the "Commencement Date") and terminate on September 30, 2016, unless extended or terminated as provided for below. Occupancy of the residence shall occur when such residence is deemed habitable by the Town Building Official.

3. Options to Extend: At the end of the Initial Term, unless this Lease has been otherwise terminated, the Town shall have two (2) options to renew this Lease, each for a term of one (1) year (the "Extension Terms"). The options shall expire and this Lease will terminate at the end of the applicable term unless the Town gives written notice to Lessee of its intention to renew this Lease at least three (3) months prior to the termination date of the then effective term, and Lessee elects to continue to lease the Premises from the Town by written notice to the Town at least one (1) month prior to the termination date of the then effective term. All terms and conditions of this Lease shall remain the same during any Extension Term. The term "Lease Term" shall mean the Initial Term together with the Extension Terms, if any.

4. Rental: During the Lease Term, Lessee covenants and agrees to pay annual rent to the Town of One Dollar (\$1.00) payable on, or before, October 1<sup>st</sup> of each year this Agreement is in effect. Per the 184 Town Farm Road Lease Agreement, the Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$5,000. Lessee agrees to deliver, on or before \_\_\_\_\_ of each year Lessor's share to a place the Lessor shall designate.

5. Use of Premises and Personal Property: Lessee accepts the Premises and any personal property owned by the Town which is located on the Premises, as identified in Schedule B attached hereto and made a part hereof, in its "AS IS" condition and expressly assumes all risk associated with Lessee's use of the Premises and any such personal property.

6. Lessee's Payments:

- (a) Taxes or Assessments: Lessee shall promptly pay all municipal and/or state taxes or assessments that may be levied or assessed upon any personal property existing on the Premises or placed on the Premises by Lessee or its agents.
  
- (b) Utilities: Lessee shall pay when due all costs to the providers of services for utilities, including but not limited to, electricity, water, sewer, gas, and fuel oil for the Premises and the operation of any farm equipment thereon.

7. Purpose:

- (a) Use and Purpose. The Leased Premises shall be used and occupied by the Lessee solely for purposes of agriculture and farming, as jointly defined in General Statutes § 1-1(q) and subject to the limitations herein, which may include growing crops, maintaining cattle and horses, and such other farming activities as shall be approved in advance by the Town and in the Town's sole discretion (collectively, "Farming Operations"). Horses may be used for agriculture and farming, as well as for non-commercial recreation by the Lessee and its invitees, but may not be used for any other commercial purposes, such as commercial horseback riding. The use and occupation of the Leased Premises, including but not limited to the Farming Operations, shall be in accordance with the proposed use and occupation set forth in Lessee's "Proposal for a Working Farm Project at Town Farm" and "Sub Edge Farm Business Plan," dated February 6, 2013, hereto attached as Schedule C and made a part of this Agreement.
- (b) Agricultural Practices. Lessee shall be obligated at its sole cost to maintain the Leased Premises in appropriate condition and to comply with generally accepted agricultural practices in its use and occupation of the Leased Premises, including its Farming Operations and forestry. Generally accepted agricultural practices shall include, but shall not be limited to Good Agricultural Practices ("GAP") and Good Handling Practices ("GHP"), as defined by the United States Department of Agriculture ("USDA"), the Connecticut Department of Agriculture ("CT DOA") and the University of Connecticut College of Agriculture and

Natural Resources. To the extent any of the above standards permit and Lessee chooses to engage in hunting wildlife as a means of pest control and/or wildlife management, Lessee shall not charge any third party for the right to hunt on the Leased Premises. Lessee or any third party must obtain a permit, and comply with all hunting requirements of the Town of Farmington.

- (c) Conservation Plan. Lessee shall promptly seek to obtain and shall operate the Leased Premises pursuant to a Farm Conservation Plan approved by the USDA National Resources Conservation Service (the "NRCS Conservation Plan").
- (d) CT DOA Audit Programs. Lessee shall voluntarily and at its sole cost participate in the CT DOA GAP and GHP Audit Programs applicable to its Farming Operations.
- (e) Organic Certification. Upon commencing Farming Operations, Lessee shall promptly seek to obtain Organic Certification from the USDA. To become a certified organic farm the farmer shall pay a fee, have an organic farm plan, keep records, follow National Organic Standards and be inspected by a certifier. Receiving Organic Certification may take between one (1) month and three (3) years, depending on the current state of the fields. The Lessee will require the Certifier to submit a timeline for certification to the Town. Once obtained, Lessee shall maintain Organic Certification for all applicable Farming Operations for the duration



of the Lease Term by renewing the Certification each year. The Lessee shall submit the Certification to the Town each year.

(f) No Warranty or Representation. The Town makes no warranty or representation that the Leased Premises are suitable for Farming Operations.

8. Structures, Improvements/No Liens: Unless otherwise agreed to in advance in writing by the Town, Lessee shall not construct or permit any structure, improvement, installation, alteration or addition in or to the Premises. No such construction work, other than ordinary maintenance of the existing improvements, by Lessee shall be conducted at the Premises until Lessee has received written approval from the Town. As a condition to such approval, Lessee shall submit detailed plans of the proposed construction work and a description of work procedures. Any such alterations shall be performed by licensed contractors, subject to the prior written approval of the Town. Lessee shall obtain and furnish to the Town properly executed mechanic's lien waivers prior to any work being undertaken by any such contractor. The Town's approval of any such construction work or work procedures merely indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness or propriety of the proposed activities.

All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Town or Lessee, except furniture or movable trade fixtures installed at the expense of Lessee, shall be the

property of the Town and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to Lessee.

9. Maintenance: Notwithstanding anything set forth in Section 9 below, If Lessee keeps the Premises in good repair; Lessee may request that any repairs or capital expenditures, concerning structures other than the residence, in excess of \$5,000 be the responsibility of the Town. Maintenance and repair of the residence shall be the responsibility of the Town as set forth in Schedule C. Lessee shall take good care of the Premises and at their sole cost and expense, make all repairs and replacements necessary to preserve the Premises in good working order and in a clean, safe and sanitary condition. Lessee shall maintain, at their sole cost and expense, all building systems, equipment, fixtures and devices within the Premises, excluding the replacement of any roof or septic system. Lessee shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Lessee or any person or entity claiming through or under Lessee.

In addition to the general duties hereunder, Lessee shall be responsible for the following specific housekeeping and maintenance obligations:

(a) Buildings:

- (i) Painting: Lessee, at Lessee's sole cost and expense, shall ensure that the interior and exterior of structures on the Premises are painted as necessary, excluding full repainting, which shall be the responsibility of the Town. Lessee may perform "spot treatment" if

appropriate; however, if the Town, in its sole discretion, determines that the spot treatment results in an unacceptable appearance of the structure, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall paint as much of the structure as necessary to ensure that it is acceptable in appearance to the Town, in its sole discretion.

- (ii) Repairs: Lessee, at Lessee's sole cost and expense, shall maintain all structures and property of the Town on the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the structure or property repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall implement permanent repairs. Lessee shall not make any substantial repairs to the Premises without the prior written consent of the Town. All such repairs shall be made only by such persons as are approved by the Town, which approval shall not be unreasonably withheld or delayed excluding, however, emergency repairs which shall be performed only by properly trained and licensed personnel. If the Town determines that the final work was not completed as proposed by Lessee and initially approved by the Town, then Lessee, after written notice from the Town, shall perform such additional work as the Town reasonably

requires to ensure that the final work is consistent with the proposed work approved by the Town. Notwithstanding the above, if Lessee keeps the Premises in good repair, Lessee may request that any repairs or capital expenditures in excess of \$5,000 be the responsibility of the Town.

(iii) Pest control and damage repair: Lessee, at Lessee's sole cost and expense, shall implement pest control practices in accordance with standard agricultural practices. Lessee shall, at Lessee's sole cost and expense, undertake repairs or replacements of structures or structural components damaged by pests, as necessary in accordance with the Town's direction.

(b) Fences and Gates: Lessee, at Lessee's sole cost and expense maintain fences and gates at the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the fence or gate repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall replace the affected fence or gate.

(c) Grounds:

(i) Mowing: Lessee shall mow the lawn around the barnyard and house and the fields. The lawn shall be mowed as necessary to a fine lawn condition, consistent with other residential properties in the immediate vicinity of the Premises. The fields, excluding any

fields where crops are planted, shall be mowed as necessary to avoid weed infiltration and to maintain a neat and orderly appearance.

- (ii) Weed Control: Lessee, at Lessee's sole cost and expense, shall implement weed control measures in accordance with standard agricultural practices.
- (iii) Trash Removal: Lessee shall, at Lessee's sole cost and expense, promptly remove and dispose of all trash, litter and debris generated by Lessee at the Premises in accordance with all applicable laws.
- (iv) Storage: Lessee shall store all of their own materials and equipment in a generally neat and orderly manner. No materials or equipment unrelated to the Lessee's farm operation, or belonging to third parties shall be allowed on the Premises.
- (d) Fixed Equipment: Lessee, at Lessee's sole cost and expense, shall maintain all fixed equipment at the Premises in good condition and working order. Lessee shall repair such equipment if possible; however, if the equipment cannot be repaired, Lessee, after written notice from the Town, shall replace such equipment, at Lessee's sole cost and expense, which new equipment shall be the sole property of Lessee.
- (e) Manure Management: Lessee shall manage all manure generated at the Premises, and shall ensure that all barns and pens are maintained in a

neat and orderly manner that conforms to standard agricultural practices. Lessee shall confine manure piles to designated areas on the Premises so that such piles do not interfere with use of the Premises by the Town, any governmental body and their invitees for educational purposes. Lessee shall manage all manure piles so as to avoid the effects of frost.

- (f) Livestock Health: Lessee shall maintain the livestock at the Premises in a good and healthy condition in a manner that conforms with standard animal husbandry practices, including but not limited to, taking all recommended precautions against Johne's Disease, appropriate testing and evaluation of sick animals, treating all sick animals in accordance with the course of treatment recommended by a Connecticut licensed veterinarian, and continuous monitoring of sick animals and any effect on the herd, at Lessee's sole cost and expense.
- (g) Water Quality: Lessee, at Lessee's sole cost and expense, shall take all appropriate measures to protect the quality of the water used for drinking purposes from contamination or impairment of the applicable governmental standards. Such measures shall include, but not be limited to, the regular testing of water supplies, the furnishing of all test results to the Town within one (1) day of receipt of such results and treatment as necessary of any conditions which impair the potability of any water supply.
- (h) Soil Quality: Lessee shall take all reasonable measures to maintain the soil quality in a manner suitable for future agricultural purposes. Lessee

shall test the soil at regular intervals and fertilize and lime or otherwise restore the nutrients in the soil as necessary to preserve and enhance its suitability for such purposes. Lessee shall notify the Town of the results of any such tests and the proposed course of action.

- (i) Waste Oil: Lessee shall exercise caution in the storage of waste oil generated from any farm equipment or motor vehicles on the Premises. All such waste oil shall only be stored in clean, leak-proof drums, in compliance with all environmental laws or rules governing waste oil storage. Lessee shall keep accurate records of the types of waste oil stored in any drum and shall not mix waste oil with any hazardous substance.

10. No Signage: Lessee shall not have any right to place any sign, monument, advertising, antenna, or communications facility, at any location at or on the Premises, excluding temporary signs for the sale of farm products, without the permission of the Town, which shall not be unreasonably denied. All signs adhere to the Town Planning & Zoning Regulations.

11. No Storage: Except to the extent specifically authorized in writing by the Town, Lessee shall not permit, nor shall it allow, temporary or permanent storage of equipment, including but not limited to automotive parts and tires, materials or structures of any sort on the Premises, excluding items necessary for the operation of the farm on the Premises.

12. Town Entry Rights: The Town, acting only by officials authorized by the Town Manager or Police Chief, reserves the right, at reasonable times, to enter upon

the Premises for its business purposes, including inspection of Lessee's use of the Premises and determination of Lessee's compliance with the terms of this Lease. At the Town's written request, Lessee shall request an inspection of the Premises by the Connecticut Commissioner of Agriculture or his designee in accordance with Section 19a-341 of the Connecticut General Statutes. If such inspection discloses any discrepancies with generally accepted agricultural practices, then Lessee agrees to promptly conform to such practices and to notify the Town of the corrective measures.

The Town reserves the right, at reasonable times to be determined in conjunction with Lessee's farming activities, to enter upon the Premises with groups to educate individuals about the operation of a farm. The Town shall have the right to temporarily assign its rights to other governmental bodies and charitable organizations for the purpose of enhancing educational opportunities.

The Town further reserves the right to utilize the Premises as, in its sole discretion, it deems necessary and appropriate as long as such utilization does not unreasonably interfere with farm operations. For example, the Town shall have the right to construct, or allow the construction, of one or more cell towers upon the Premises.

13. Public Access Rights

(a) Public Access to Leased Premises Used for Farming Operations.

Members of the public shall be permitted by Lessee to have reasonable access to the Leased Premises for the purpose of observing and learning about farming and the natural sciences. Any access to portions of the Leased Premises that are being utilized in Lessee's Farming Operations shall be controlled so as not to interfere unreasonably with the Farming



Operations. The Town and the Lessee shall periodically consult with each other and agree upon reasonable guidelines with respect to such access.

(b) Public Access to Areas Not Used for Farming Operations. The public shall have full and complete access to those portions of the Leased Premises that are not used by the Lessee for Farming Operations except to the extent that access might interfere with livestock in adjacent areas.

(c) No Commercial Purpose. Lessee shall not charge the public to access the Leased Premises for any purpose.

(d) Lessee's Obligation to Guard and Warn Against Known Dangers. Lessee shall, at its sole cost, guard and warn the public against any dangerous condition, use, structure, or activity occurring on the Leased Premises.

14. Compliance with Laws: Lessee shall, at its sole risk and cost, obtain and maintain, at all times, during the Lease Term, all governmental permits, licenses, registrations, and approvals as may be necessary for its use, and shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders applicable to Lessee's use. Lessee shall, upon the Town's request, submit to the Town copies of all such permits, licenses, registrations and approvals. The Town will not impede or interfere with Lessee's compliance with the foregoing governmental permits, licenses, registrations, approvals, and all federal, state and local laws, ordinances, rules, regulations and orders, provided Lessee's activities in connection therewith are in compliance with the terms and conditions of this Lease.

15. Environmental Protection:

- (a) Without limiting the other provisions of this Lease, during the Lease Term, no petroleum or petroleum by-products, and no hazardous substance, hazardous waste, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively, "Hazardous Substances") shall be brought onto the Premises by Lessee without the Town's written approval which shall not be unreasonably withheld as may pertain to Hazardous Substances customarily used in the operation of an organic farm. The Town may, at its option, conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as it deems reasonably necessary to monitor the environmental conditions of the Premises, provided that such inspections, site assessments and tests shall not unreasonably interfere with Lessee's use and enjoyment of the Premises. Lessee shall bear the full cost and expense of any such reasonable inspections, site assessments and tests, including any related laboratory fees in the event (i) said inspections, assessments or tests are necessitated by Lessee's failure to comply with the requirements of this Paragraph; or (ii) said inspections, assessments or tests are ordered by any state or federal regulatory agency due to activities on the Premises by Lessee. The Town

shall provide Lessee with copies of any and all reports as to said inspections, site assessments and tests, the cost of which is so paid by Lessee. The Town will deliver the same to Lessee within a reasonable time after receipt thereof by the Town.

- (b) Lessee shall, prior to any use of chemicals on the Premises, obtain the Town's prior written consent of all chemicals proposed for use on the Premises, including but not limited to, fertilizers, herbicides, fungicides and pesticides.

16. Waste: Lessee warrants that it shall commit no waste nor suffer the same to be committed on the Premises, nor injure nor misuse the same, nor discharge sewage, effluent or Hazardous Substances of any kind.

17. Lessee's Default. If Lessee fails to make any payment, including the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) shares, a monetary value of approximately \$5,000, due hereunder within fifteen (15) days of when it is due, or fails to cure each default in its compliance with any of the other terms and conditions of this Lease within thirty (30) days after the date of the Town's notice specifying each such default, then this Lease shall terminate, and the Town may at any time thereafter reenter the Premises, or without such reentry, recover possession thereof in the manner prescribed by the statutes relating to Summary Process. No demand for the rent, and no reentry for conditions broken, as at common law, shall be necessary to enable the Town to recover such possession, pursuant to said statutes relating to Summary Process. Lessee hereby expressly waives all right to any such demand or notice of reentry. Lessee further waives all right to any notice to

quit possession as may be prescribed by the statutes relating to Summary Process. It is expressly agreed that the default provisions of the Lease Agreement and the Lease Agreement for 184 Town Farm Road, of even date herewith, are reciprocal in nature such that a default under the terms of one Lease Agreement shall be deemed a default under the other Lease Agreement and all remedies available in each Lease Agreement shall be applicable to the other.

18. Costs: Lessee shall, within thirty (30) days after receipt of a written demand, reimburse the Town for all of the Town's costs and expenses, including reasonable attorneys' fees, incurred in connection with the reasonable enforcement of Lessee's failure to meet its obligations under this Lease or in evicting Lessee upon the termination of this Lease. In the event of any other dispute between the parties hereto, including any default by the Town, all costs and expenses incurred by the other party hereto to enforce its rights against the defaulting party, including, without limitation, reasonable attorneys' fees, shall be paid by the defaulting party if it is determined by a court of competent jurisdiction that said defaulting party was in default. Conversely, if said court determines that the alleged defaulting party was not in default in any respect, the moving party will reimburse it for its cost, old expenses incurred to defend said matter, including, without limitation, reasonable attorneys' fees.

19. Termination of Lease: At the expiration, or sooner termination, of Lessee's tenancy, Lessee shall deliver up the Premises in as good condition as exists at the Commencement Date except conditions caused by the Town, its successors and/or assigns or due to acts of God or governmental orders as the same affect the Premises, and Lessee shall, unless otherwise agreed to in writing by the Town, remove all

personal property. If Lessee fails to complete the removal or the restoration within thirty (30) days following termination, the Town may conduct such removal and restoration and Lessee shall reimburse the Town for all reasonable costs for such action within thirty (30) days from the date of an invoice delivered by the Town.

No termination or repossession by the Town shall relieve Lessee of its liability and obligations under this Lease arising on or before the effective date of termination.

20. Waiver and Release: Lessee for itself, its representatives, successors and assigns hereby (i) WAIVES any and all claims for damages it may now or in the future have against the Town, its employees or agents for injuries to natural persons, damages to physical property, including, without limitation, indirect, incidental and consequential damages, arising out of or traceable to this Lease, the condition of the Premises or to any use to which the Town may put the Premises, and (ii) EXPRESSLY RELEASES such parties from any and all such claims, except for damages attributable to or arising out of the gross negligence or willful misconduct of the Town, its employees or agents.

21. Indemnity: Lessee agrees to indemnify and hold harmless the Town, its employees and agents from and against any and all claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, actions or proceedings whatsoever, including without limitation, litigation expenses and attorneys' fees, consultants' and laboratory fees, for any injuries to any person, including injuries resulting in death, damages to property, including damages to the environment, arising out of or that may be attributable to this Lease, Lessee's use of the Premises, the condition of the Premises, or otherwise incurred in connection with or

arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Premises which is not caused by the Town and/or its employees, agents or assigns, any required remedial action on the Premises and/or a lien on the Premises in favor of any governmental authority for clean-up or other remedial action.

22. Insurance. Lessee shall maintain, at its sole cost and expense, at all times during the Lease Term, the insurance coverages specified below. Insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and the Town shall be named as an additional insured.

- a. Commercial General Liability:
 

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate *	\$2,000,000
Damage to Rented Premises	\$ 100,000
- b. Umbrella Liability Coverage:
  - 1. If no livestock \*\* \$1,000,000
  - 2. With livestock \*\* \$3,000,000
- c. Automobile Liability:
 

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000
- d. Worker's Compensation, as required by Connecticut State statutes.
- e. The "Town of Farmington" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- h. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Farmington, 1 Monteith Drive, Farmington, Connecticut

06032. Endorsements to the contractor's policies may be used to comply with this requirement.

- i. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.
- \* Including product liability coverage for any product sold on or from the farm, whether produced on the farm or elsewhere.
- \*\* Coverage for raised livestock permitted to roam, including horses, cattle, pigs, goats, etc.; poultry is not considered livestock.

A Certificate of Insurance shall be delivered to the Town prior to commencement of this Lease and promptly upon insurance renewal.

23. Eminent Domain: If any part of the Premises shall be taken by eminent domain, this Lease shall terminate as of the effective date of taking and the rental shall be apportioned and adjusted as of the time of taking. Any award made for such taking of the real property shall be distributed to the Town only.

24. No Assignment: Lessee may not assign, transfer, sublet, or encumber this Lease or its interests in the Leased Premises or grant any license, concession or other rights for third parties to use the Leased Premises, without the Town's written consent, which consent may be withheld in the Town's sole discretion. In addition to the Town's written consent as a prerequisite, the Town may require copies of any and all agreements between the Lessee and any approved third party as a condition of approval. Nothing herein shall prevent Lessee from hiring third-party contractors to assist Lessee with its Farming Operations, provided that such contractors shall be bound by the requirements of this Lease Agreement, including but not limited to the requirement of compliance with all Applicable Laws.

25. Lessee Warranties: In addition to the other requirements herein, Lessee warrants that (i) its use of the Leased Premises shall be conducted in a manner that will

not endanger the health or cause a risk of injury to members of the public using the Leased Premises pursuant to Sections 12 or 13 above, create a nuisance, or otherwise be incompatible with the uses now or in the future permitted by the Town, and (ii) it shall take all reasonable precautions to ensure that its activities on the Leased Premises will be conducted in a manner that will protect the scenic, recreational, and environmental values of the Leased Premises and of the Town's land and adjacent property.

26. Occupation of Residence: The residence on the Premises shall be occupied by Lessee during the term of this Agreement and shall be subject to all of the terms and conditions set forth in Schedule C which is specifically made a part of this Lease Agreement and incorporated as if more fully set forth herein.

27. Notice: All notices, demands, and requests permitted or required under this Lease shall be in writing. All such notices, demands, and requests shall be deemed to have been properly given when served personally, or three (3) days following the date of mailing of such notice by United States registered or certified mail, postage prepaid, Return Receipt Requested, addressed as follows:

Town:

The Town of Farmington  
1 Monteith Drive  
Farmington, CT 06032  
Attn: Kathleen A. Eagen, Town Manager

Lessee:

Rodger & Isabelle Rodgers  
199 Town Farm Road  
Farmington, CT 06032

or at such other addresses that may, from time to time be designated by written notice



by either party.

28. Business Records:

- (a) Business Plan: Lessee shall operate the farm in a manner consistent with the Business Plan previously submitted to the Town and attached hereto as Schedule D.
- (b) Annual Report: No later than March 1<sup>st</sup> of each year Lessee shall I furnish the Town with an Annual Report for the prior calendar year setting forth all activities conducted during said year and description of the finances of the farm operation.

29. Recording: Lessee covenants and agrees that it will not record this Lease.

30. Waiver: Any failure of a party to exercise any rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

31. Applicable Law: This shall be governed and interpreted by the laws of the State of Connecticut.

32. Entire Agreement: This Lease sets forth the entire agreement between the parties with respect to the Premises, and no oral statements or representations or prior written matter not contained herein shall have any force and effect. This Lease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto,

33. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be

invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. Successors and Assigns: Subject to the provisions of Paragraph 24 hereof, the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and successors in ownership.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the 15 day of October, 2013.

Signed, sealed and delivered  
In the presence of:

THE TOWN OF FARMINGTON

Luca Robertson

Kathleen A Eagen  
Kathleen A. Eagen  
Town Manager

Deborah Buef

Rodger Phillips  
Rodger Phillips

Jan [Signature]

Isabelle Phillips  
Isabelle Phillips

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

ss: Farmington

Oct 15, 2013

Personally appeared Kathleen A. Eagen, Town Manager of The Town of Farmington, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed and the free act and deed as such Town Manager, before me.

Lee A. Beckwith

Notary Public

My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018

STATE OF CONNECTICUT)

COUNTY OF HARTFORD )

ss. Farmington

Oct 15, 2013

Personally appeared before me, Rodger Phillips and Isabelle Phillips, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed.

Lee A. Beckwith

Notary Public

My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018

2956676.1

## SCHEDULE C Terms of Occupancy

**SECTION 1.** Town of Farmington (hereafter known as Town) hereby leases as part of this Lease Agreement the house 199 Town Farm Road, Farmington, CT to Rodger and Isabelle Phillips (hereafter known as Lessee) for the period from October 15, 2013 to September 30 2016.

Lessee agrees to pay annual rent of One Dollar (\$1.00) on or before January 31<sup>st</sup> of each year this Lease Agreement is in effect. . Per the 184 Town Farm Road Lease Agreement, the Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$5,000. Lessee agrees to deliver, on or before \_\_\_\_\_ of each year Lessor's share to a place the Lessor shall designate.

Said residence shall be used and occupied strictly as a private residence for Lessee's family of \_\_\_\_ persons.

**SECTION 2.** Lessee shall be responsible for electricity, heat, water, sewer, and waste collection.

Town shall be responsible for maintenance and repair of the residence.

Town shall furnish the following appliances: stove and refrigerator. Lessee shall furnish additional appliances with prior written approval of Town.

**SECTION 3.** Lessee shall be responsible for all acts and omissions of their family and invitees with respect to their conduct in or on the premises of the building.

The Lessee shall give Town prompt notice of any accident to or defect in the pipes, wires, heating apparatus, plumbing, smoke or fire alarms, or any other services in the premises. If repairs are the responsibility of the Town, the Town shall initiate and complete them as quickly as possible after notice from the Lessee.

Lessee shall be responsible for insuring the contents of the premises.

In case of any emergency, Lessee shall permit Town into premises at any time. Town may enter premises at reasonable times, after notice to Lessee, to make inspections, repairs, alterations, improvements, and to show the premises to applicants for lease or purchase.

**SECTION 4.** The Lessee agrees to pay the cost, including reasonable attorney's fees (not to exceed those allowed by law), enforcing provisions of this Lease, or recovering possession of the premises through a summary process action.

The Lessee agrees not to damage or misuse the premises, including misuse for improper, abnormal, illegal, or unauthorized purposes. Lessee shall not paint, remodel or alter the premises without the prior written permission of the Town. Lessee shall not sublet the premises.

The Lessee agrees that any repairs or improvements made to the premises under terms of this lease are and shall remain part of the premises and shall not be removed or damaged at the conclusion of the lease.

**SECTION 5.** Either the Lessee or Town may terminate the Lease Agreement consistent with there terms therein.

In the event of a conflict between the terms of this Lease and State Statutes, State Statute shall govern.

**SECTION 6.** The following Rules and Regulations are included by reference in this lease and are made a part of the lease thereby.

#### **RULES AND REGULATIONS**

(a) The sidewalks, corridors, halls, passages, fire escapes, elevators and stairways shall not be obstructed or used for any other purpose than ingress and egress.

(b) Wash-basins, toilets, urinals, lavatories, sinks, faucets and other plumbing fixtures shall not be used for any other purposes than those for which they are intended, and no improper substances or articles shall be thrown into or disposed of in the same, nor shall faucets be left open. The cost of repairing any damage resulting from misuse of any of the plumbing fixtures shall be borne by Lessee.

(c) Call boxes, telegraph, telephone, radio or other electric wires or connections shall only be installed under the direction of, and in such places as are designated by Town. Lessee shall not modify or interfere with electrical wires or connections.

(d) Nothing shall be fastened to any part of the premises except for pictures and other decorations which can be supported by a hanger or nail equal to or less than a four-penny finishing nail. Nothing shall be fastened with a molley, plastic anchor, or screw without the prior written approval of the Town. Lessee shall be responsible for repairing any damage resulting from this section

before expiration of the lease.

(e) No sign, advertisement, device, or notice shall be placed on the outside or inside of said building by Lessee.

(f) Any portion of the building or grounds in which the premises are located, other than the premises which are actually leased hereby with reasonable ingress thereto and egress therefrom, that may be occasionally used by Lessee is done solely at the sufferance of Town and subject to the right of Town to prohibit the continuance thereof.

(g) No music of any kind shall be produced at unreasonable hours or in an unreasonable manner, and at no time later than 10:00 P.M. or earlier than 9:00 A.M.

(h) No television aerial, radio aerial, cooling device, box or object of any kind shall be hung, placed or attached to or on halls, fire escapes, landings, stairways, window sills, ledges or any other part of said building, without the prior written consent of Town.

(i) No thing shall be hung or shaken from any window or balcony, and nothing shall be thrown or allowed to drop from windows, balconies, passages or areaways. No rubbish or any other substance shall be swept or thrown into the corridors, yards, halls, stairways, elevators, fire escapes or light wells. Barbecue grills, braziers or other means of cooking food on balconies are prohibited.

(j) Radiators and the valves thereon must not be tampered with. The Town must be contacted with respect to all repairs and imperfections thereof.

(k) Garbage, waste material or rubbish shall not be allowed to accumulate in the premises, but must be disposed of in accordance with the arrangements and custom provided for said building.

(l) No entrance door of the building in which the premises are located shall be left unlocked. The Lessee shall not change any entrance lock or key nor cause any such entrance lockset to be changed. Town will maintain such locks and will maintain a key at all times.

(m) Lessee shall comply with and conform to all applicable laws of the State of Connecticut and all by-laws, ordinances, rules and regulations of the Town of Farmington within which the leased premises are situated, and shall save Town harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(n) Lessee shall comply with rules and regulations contained in any standard fire insurance policy upon said building or the property contained therewith. Nothing shall be brought or kept on the premises which increase the rate of fire liability insurance on said building or the property kept therein.

(o) No animal, reptile or bird shall be kept on the premises without the prior written approval of the Town.

(p) No electrical appliance shall be used except a refrigerator, vacuum cleaner, toaster, iron, radio, television, stereo, and similar non-hazardous apparatus. No air-conditioner, washing machine or clothes dryer shall be installed without the prior written permission of Town. No electrical appliance, fixture or apparatus shall be used which shall cause an overload of the electrical system in the building of which the premises are a part.

(q) No awning shall be attached to the premises of said building without the prior written approval of Town.

(r) Soliciting is strictly prohibited. It is requested that Lessee notify Town of any solicitation or the presence of any commercial vehicles.

(s) Town shall provide parking on the property for two (2) vehicles owned by the Lessee. Lessee will be responsible for finding parking for any additional vehicle(s). No vehicle shall be parked between the street and the front building line of the premises.

Lessee

Rodger Phillips  
Rodger Phillips

Isabelle Phillips  
Isabelle Phillips

Town of Farmington

Kathleen A. Eagen  
Kathleen A. Eagen  
Town Manager  
Duly Authorized

## LEASE AGREEMENT

184 Town Farm Road, Farmington, Connecticut

### Fields

THIS AGREEMENT, dated October 15, 2013 made by and between THE TOWN OF FARMINGTON, a municipal corporation having its territorial limits in the County of Hartford, Connecticut (the "Town"), and RODGER PHILLIPS and ISABELLE PHILLIPS, 203 Fairfield Avenue, Hartford, Connecticut 06114 ("Lessee"),

### WITNESSETH:

IN CONSIDERATION of the promises exchanged herein, the parties agree:

1. Premises: The Town hereby leases to Lessee, and Lessee hereby leases from the Town, a certain parcel of land with all improvements thereon containing 18.399 acres, more or less, in the Town of Farmington, County of Hartford and State of Connecticut, more particularly shown as the "Leased Premises" on the map attached hereto as Schedule A ("Premises"), excluding therefrom an area consisting of approximately 200' x 270' with the single family dwelling located thereon, for the purpose of operating an organic farm for the production of heirloom and specialty vegetables, herbs, small fruits, cut flowers and heritage breed livestock.
2. Initial Term: The initial term of this Lease (the "Initial Term") shall commence on October 15, 2013 (the "Commencement Date") and terminate on September 30, 2016, unless extended or terminated as provided for below.
3. Options to Extend: At the end of the Initial Term, unless this Lease has been otherwise terminated, the Town shall have two (2) options to renew this Lease,



each for a term of one (1) year (the "Extension Terms"). The options shall expire and this Lease will terminate at the end of the applicable term unless the Town gives written notice to Lessee of its intention to renew this Lease at least three (3) months prior to the termination date of the then effective term, and Lessee elects to continue to lease the Premises from the Town by written notice to the Town at least one (1) month prior to the termination date of the then effective term. All terms and conditions of this Lease shall remain the same during any Extension Term. The term "Lease Term" shall mean the Initial Term together with the Extension Terms, if any.

4. Rental: During the Lease Term, Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$5,000. Lessee agrees to deliver, on or before \_\_\_\_\_ of each year Lessor's share to a place the Lessor shall designate.

5. Use of Premises and Personal Property: Lessee accepts the Premises and any personal property owned by the Town which is located on the Premises, as identified in Schedule B attached hereto and made a part hereof, in its "AS IS" condition and expressly assumes all risk associated with Lessee's use of the Premises and any such personal property.

6. Lessee's Payments:

(a) Taxes or Assessments: Lessee shall promptly pay all municipal and/or state taxes or assessments that may be levied or assessed upon any personal property existing on the Premises or placed on the Premises by Lessee or its agents.

- (b) Utilities: Lessee shall pay when due all costs to the providers of services for utilities, including but not limited to, electricity, water, sewer, gas, and fuel oil for the Premises and the operation of any farm equipment thereon.

Purpose:

- (a) Use and Purpose. The Leased Premises shall be used and occupied by the Lessee solely for purposes of agriculture and farming, as jointly defined in General Statutes § 1-1(q) and subject to the limitations herein, which may include growing crops, maintaining cattle and horses, and such other farming activities as shall be approved in advance by the Town and in the Town's sole discretion (collectively, "Farming Operations"). Horses may be used for agriculture and farming, as well as for non-commercial recreation by the Lessee and its invitees, but may not be used for any other commercial purposes, such as commercial horseback riding. The use and occupation of the Leased Premises, including but not limited to the Farming Operations, shall be in accordance with the proposed use and occupation set forth in Lessee's "Proposal for a Working Farm Project at Town Farm" and "Sub Edge Farm Business Plan," dated February 6, 2013, hereto attached as Schedule D and made a part of this Agreement.
- (b) Agricultural Practices. Lessee shall be obligated at its sole cost to maintain the Leased Premises in appropriate condition and to

comply with generally accepted agricultural practices in its use and occupation of the Leased Premises, including its Farming Operations and forestry. Generally accepted agricultural practices shall include, but shall not be limited to Good Agricultural Practices ("GAP") and Good Handling Practices ("GHP"), as defined by the United States Department of Agriculture ("USDA"), the Connecticut Department of Agriculture ("CT DOA") and the University of Connecticut College of Agriculture and Natural Resources. To the extent any of the above standards permit and Lessee chooses to engage in hunting wildlife as a means of pest control and/or wildlife management, Lessee shall not charge any third party for the right to hunt on the Leased Premises. Lessee or any third party must obtain a permit, and comply with all hunting requirements of the Town of Farmington.

- (c) Conservation Plan. Lessee shall promptly seek to obtain and shall operate the Leased Premises pursuant to a Farm Conservation Plan approved by the USDA National Resources Conservation Service (the "NRCS Conservation Plan").
- (d) CT DOA Audit Programs. Lessee shall voluntarily and at its sole cost participate in the CT DOA GAP and GHP Audit Programs applicable to its Farming Operations.
- (e) Organic Certification. Upon commencing Farming Operations, Lessee shall promptly seek to obtain Organic Certification from the USDA. To

become a certified organic farm the farmer shall pay a fee, have an organic farm plan, keep records, follow National Organic Standards and be inspected by a certifier. Receiving Organic Certification may take between one (1) month and three (3) years, depending on the current state of the fields. The Lessee will require the Certifier to submit a timeline for certification to the Town. Once obtained, Lessee shall maintain Organic Certification for all applicable Farming Operations for the duration of the Lease Term by renewing the Certification each year. The Lessee shall submit the Certification to the Town each year.

(f) No Warranty or Representation. The Town makes no warranty or representation that the Leased Premises are suitable for Farming Operations.

7. Structures, Improvements/No Liens: Unless otherwise agreed to in advance in writing by the Town, Lessee shall not construct or permit any structure, improvement, installation, alteration or addition in or to the Premises. No such construction work, other than ordinary maintenance of the existing improvements, by Lessee shall be conducted at the Premises until Lessee has received written approval from the Town. As a condition to such approval, Lessee shall submit detailed plans of the proposed construction work and a description of work procedures. Any such alterations shall be performed by licensed contractors, subject to the prior written approval of the Town. Lessee shall obtain and furnish to the Town properly executed mechanic's lien waivers prior to any work being undertaken by any such contractor. The Town's approval of any such construction work or work procedures merely

indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness or propriety of the proposed activities.

All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Town or Lessee, except furniture or movable trade fixtures installed at the expense of Lessee, shall be the property of the Town and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to Lessee.

8. Maintenance: Notwithstanding anything set forth in Section 9 below, If Lessee keeps the Premises in good repair, Lessee may request that any repairs or capital expenditures, concerning structures other than the residence, in excess of \$5,000 be the responsibility of the Town. Maintenance and repair of the residence shall be the responsibility of the Town as set forth in Schedule C. Lessee shall take good care of the Premises and at their sole cost and expense, make all repairs and replacements necessary to preserve the Premises in good working order and in a clean, safe and sanitary condition. Lessee shall maintain, at their sole cost and expense, all building systems, equipment, fixtures and devices within the Premises, excluding the replacement of any roof or septic system. Lessee shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Lessee or any person or entity claiming through or under Lessee.

In addition to the general duties hereunder, Lessee shall be responsible for the following specific housekeeping and maintenance obligations:

(a) Buildings:

- (i) Painting: Lessee, at Lessee's sole cost and expense, shall ensure that the interior and exterior of structures on the Premises are painted as necessary, excluding full repainting, which shall be the responsibility of the Town. Lessee may perform "spot treatment" if appropriate; however, if the Town, in its sole discretion, determines that the spot treatment results in an unacceptable appearance of the structure, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall paint as much of the structure as necessary to ensure that it is acceptable in appearance to the Town, in its sole discretion.
- (ii) Repairs: Lessee, at Lessee's sole cost and expense, shall maintain all structures and property of the Town on the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the structure or property repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall implement permanent repairs. Lessee shall not make any substantial repairs to the Premises without the prior written consent of the Town. All such repairs shall be made only by such persons as are approved by the Town, which approval shall not be unreasonably withheld or delayed excluding, however,

emergency repairs which shall be performed only by properly trained and licensed personnel. If the Town determines that the final work was not completed as proposed by Lessee and initially approved by the Town, then Lessee, after written notice from the Town, shall perform such additional work as the Town reasonably requires to ensure that the final work is consistent with the proposed work approved by the Town.

(iii) Pest control and damage repair: Lessee, at Lessee's sole cost and expense, shall implement pest control practices in accordance with standard agricultural practices. Lessee shall, at Lessee's sole cost and expense, undertake repairs or replacements of structures or structural components damaged by pests, as necessary in accordance with the Town's direction.

(b) Fences and Gates: Lessee, at Lessee's sole cost and expense maintain fences and gates at the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the fence or gate repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall replace the affected fence or gate.

(c) Grounds:

- (i) Mowing: The fields, excluding any fields where crops are planted, shall be mowed as necessary to avoid weed infiltration and to maintain a neat and orderly appearance.
- (ii) Weed Control: Lessee, at Lessee's sole cost and expense, shall implement weed control measures in accordance with standard agricultural practices.
- (iii) Trash Removal: Lessee shall, at Lessee's sole cost and expense, promptly remove and dispose of all trash, litter and debris generated by Lessee at the Premises in accordance with all applicable laws.
- (iv) Storage: Lessee shall store all of their own materials and equipment in a generally neat and orderly manner. No materials or equipment unrelated to the Lessee's farm operation, or belonging to third parties shall be allowed on the Premises.
- (d) Fixed Equipment: Lessee, at Lessee's sole cost and expense, shall maintain all fixed equipment at the Premises in good condition and working order. Lessee shall repair such equipment if possible; however, if the equipment cannot be repaired, Lessee, after written notice from the Town, shall replace such equipment, at Lessee's sole cost and expense, which new equipment shall be the sole property of Lessee.
- (e) Manure Management: Lessee shall manage all manure generated at the Premises. Lessee shall confine manure piles to designated areas on the



Premises so that such piles do not interfere with use of the Premises by the Town, any governmental body and their invitees for educational purposes. Lessee shall manage all manure piles so as to avoid the effects of frost.

- (f) Livestock Health: Lessee shall maintain livestock at the Premises in a good and healthy condition in a manner that conforms with standard animal husbandry practices, including but not limited to, taking all recommended precautions against Johne's Disease, appropriate testing and evaluation of sick animals, treating all sick animals in accordance with the course of treatment recommended by a Connecticut licensed veterinarian, and continuous monitoring of sick animals and any effect on the herd, at Lessee's sole cost and expense.
- (g) Water Quality: Lessee, at Lessee's sole cost and expense, shall take all appropriate measures to protect the quality of the water used for drinking purposes from contamination or impairment of the applicable governmental standards. Such measures shall include, but not be limited to, the regular testing of water supplies, the furnishing of all test results to the Town within one (1) day of receipt of such results and treatment as necessary of any conditions which impair the potability of any water supply.
- (h) Soil Quality: Lessee shall take all reasonable measures to maintain the soil quality in a manner suitable for future agricultural purposes. Lessee shall test the soil at regular intervals and fertilize and lime or otherwise

restore the nutrients in the soil as necessary to preserve and enhance its suitability for such purposes. Lessee shall notify the Town of the results of any such tests and the proposed course of action.

- (i) Waste Oil: Lessee shall exercise caution in the storage of waste oil generated from any farm equipment or motor vehicles on the Premises. All such waste oil shall only be stored in clean, leak-proof drums, in compliance with all environmental laws or rules governing waste oil storage. Lessee shall keep accurate records of the types of waste oil stored in any drum and shall not mix waste oil with any hazardous substance.

9. No Signage: Lessee shall not have any right to place any sign, monument, advertising, antenna, or communications facility, at any location at or on the Premises, excluding temporary signs for the sale of farm products, without the permission of the Town, which permission shall not be unreasonably denied. All signs must adhere to the Town Planning & Zoning Regulations.

10. No Storage: Except to the extent specifically authorized in writing by the Town, Lessee shall not permit, nor shall it allow, temporary or permanent storage of equipment, including but not limited to automotive parts and tires, materials or structures of any sort on the Premises, excluding items necessary for the operation of the farm on the Premises.

11. Town Entry Rights: The Town, acting only by officials authorized by the Town Manager or Police Chief, reserves the right, at reasonable times, to enter upon the Premises for its business purposes, including inspection of Lessee's use of the

Premises and determination of Lessee's compliance with the terms of this Lease. At the Town's written request, Lessee shall request an inspection of the Premises by the Connecticut Commissioner of Agriculture or his designee in accordance with Section 19a-341 of the Connecticut General Statutes. If such inspection discloses any discrepancies with generally accepted agricultural practices, then Lessee agrees to promptly conform to such practices and to notify the Town of the corrective measures.

The Town reserves the right, at reasonable times to be determined in conjunction with Lessee's farming activities, to enter upon the Premises with groups to educate individuals about the operation of a farm. The Town shall have the right to temporarily assign its rights to other governmental bodies and charitable organizations for the purpose of enhancing educational opportunities.

The Town further reserves the right to utilize the Premises as, in its sole discretion, it deems necessary and appropriate as long as such utilization does not unreasonably interfere with farm operations. For example, the Town shall have the right to construct, or allow the construction upon the Premises, of one or more cell towers; walking and hiking trails and; parking lots.

12. Public Access Rights

(a) Public Access to Leased Premises Used for Farming Operations.

Members of the public shall be permitted by Lessee to have reasonable access to the Leased Premises for the purpose of observing and learning about farming and the natural sciences. Any access to portions of the Leased Premises that are being utilized in Lessee's Farming Operations shall be controlled so as not to interfere unreasonably with the Farming

Operations. The Town and the Lessee shall periodically consult with each other and agree upon reasonable guidelines with respect to such access.

- (b) Public Access to Areas Not Used for Farming Operations. The public shall have full and complete access to those portions of the Leased Premises that are not used by the Lessee for Farming Operations except to the extent that access might interfere with livestock in adjacent areas.
- (c) No Commercial Purpose. Lessee shall not charge the public to access the Leased Premises for any purpose.
- (d) Lessee's Obligation to Guard and Warn Against Known Dangers. Lessee shall, at its sole cost, guard and warn the public against any dangerous condition, use, structure, or activity occurring on the Leased Premises.

13. Compliance with Laws: Lessee shall, at its sole risk and cost, obtain and maintain, at all times, during the Lease Term, all governmental permits, licenses, registrations, and approvals as may be necessary for its use, and shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders applicable to Lessee's use. Lessee shall, upon the Town's request, submit to the Town copies of all such permits, licenses, registrations and approvals. The Town will not impede or interfere with Lessee's compliance with the foregoing governmental permits, licenses, registrations, approvals, and all federal, state and local laws, ordinances, rules, regulations and orders, provided Lessee's activities in connection therewith are in compliance with the terms and conditions of this Lease.

14. Environmental Protection:

- (a) Without limiting the other provisions of this Lease, during the Lease Term, no petroleum or petroleum by-products, and no hazardous substance, hazardous waste, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively, "Hazardous Substances") shall be brought onto the Premises by Lessee without the Town's written approval which shall not be unreasonably withheld as may pertain to Hazardous Substances customarily used in the operation of an organic farm. The Town may, at its option, conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as it deems reasonably necessary to monitor the

environmental conditions of the Premises, provided that such inspections, site assessments and tests shall not unreasonably interfere with Lessee's use and enjoyment of the Premises. Lessee shall bear the full cost and expense of any such reasonable inspections, site assessments and tests, including any related laboratory fees in the event (i) said inspections, assessments or tests are necessitated by Lessee's failure to comply with the requirements of this Paragraph; or (ii) said inspections, assessments or tests are ordered by any state or federal regulatory agency due to activities on the Premises by Lessee. The Town shall provide Lessee with copies of any and all reports resulting from said inspections, site assessments and tests, the cost of which is so paid by Lessee. The Town will deliver the same to Lessee within a reasonable time after receipt thereof by the Town.

- (b) Lessee shall, prior to any use of chemicals on the Premises, obtain the Town's prior written consent of all chemicals proposed for use on the Premises, including but not limited to, fertilizers, herbicides, fungicides and pesticides.

15. Waste: Lessee warrants that it shall commit no waste nor suffer the same to be committed on the Premises, nor injure nor misuse the same, nor discharge sewage, effluent or Hazardous Substances of any kind.

16. Lessee's Default. If Lessee fails to make any payment, including the annual harvest from the Premises equivalent to Ten Community Supported Agriculture

(CSA) shares, a monetary value of approximately \$5,000, due hereunder within fifteen (15) days of when it is due, or fails to cure each default in its compliance with any of the other terms and conditions of this Lease within thirty (30) days after the date of the Town's notice specifying each such default, then this Lease shall terminate, and the Town may at any time thereafter reenter the Premises, or without such reentry, recover possession thereof in the manner prescribed by the statutes relating to Summary Process. No demand for the rent, and no reentry for conditions broken, as at common law, shall be necessary to enable the Town to recover such possession, pursuant to said statutes relating to Summary Process. Lessee hereby expressly waives all right to any such demand or notice of reentry. Lessee further waives all right to any notice to quit possession as may be prescribed by the statutes relating to Summary Process. It is expressly agreed that the default provisions of the Lease Agreement and the Lease Agreement for 184 Town Farm Road, of even date herewith, are reciprocal in nature such that a default under the terms of one Lease Agreement shall be deemed a default under the other Lease Agreement and all remedies available in each Lease Agreement shall be applicable to the other.

17. Costs: Lessee shall, within thirty (30) days after receipt of a written demand, reimburse the Town for all of the Town's costs and expenses, including reasonable attorneys' fees, incurred in connection with the reasonable enforcement of Lessee's failure to meet its obligations under this Lease or in evicting Lessee upon the termination of this Lease. In the event of any other dispute between the parties hereto, including any default by the Town, all costs and expenses incurred by the other party hereto to enforce its rights against the defaulting party, including, without limitation,

reasonable attorneys' fees, shall be paid by the defaulting party if it is determined by a court of competent jurisdiction that said defaulting party was in default. Conversely, if said court determines that the alleged defaulting party was not in default in any respect, the moving party will reimburse it for its cost, old expenses incurred to defend said matter, including, without limitation, reasonable attorneys' fees.

18. Termination of Lease: At the expiration, or sooner termination, of Lessee's tenancy, Lessee shall deliver up the Premises in as good condition as exists at the Commencement Date except conditions caused by the Town, its successors and/or assigns or due to acts of God or governmental orders as the same affect the Premises, and Lessee shall, unless otherwise agreed to in writing by the Town, remove all personal property. If Lessee fails to complete the removal or the restoration within thirty (30) days following termination, the Town may conduct such removal and restoration and Lessee shall reimburse the Town for all reasonable costs for such action within thirty (30) days from the date of an invoice delivered by the Town.

No termination or repossession by the Town shall relieve Lessee of its liability and obligations under this Lease arising on or before the effective date of termination.

19. Waiver and Release: Lessee for itself, its representatives, successors and assigns hereby (i) WAIVES any and all claims for damages it may now or in the future have against the Town, its employees or agents for injuries to natural persons, damages to physical property, including, without limitation, indirect, incidental and consequential damages, arising out of or traceable to this Lease, the condition of the Premises or to any use to which the Town may put the Premises, and (ii) EXPRESSLY RELEASES such parties from any and all such claims, except for damages attributable



to or arising out of the gross negligence or willful misconduct of the Town, its employees or agents.

20. Indemnity: Lessee agrees to indemnify and hold harmless the Town, its employees and agents from and against any and all claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, actions or proceedings whatsoever, including without limitation, litigation expenses and attorneys' fees, consultants' and laboratory fees, for any injuries to any person, including injuries resulting in death, damages to property, including damages to the environment, arising out of or that may be attributable to this Lease, Lessee's use of the Premises, the condition of the Premises, or otherwise incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Premises which is not caused by the Town and/or its employees, agents or assigns, any required remedial action on the Premises and/or a lien on the Premises in favor of any governmental authority for clean-up or other remedial action.

21. Insurance. Lessee shall maintain, at its sole cost and expense, at all times during the Lease Term, the insurance coverages specified below. Insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and the Town shall be named as an additional insured.

- a. Commercial General Liability:
  - Each Occurrence: \$1,000,000
  - Personal/Advertising Injury Per Occurrence: \$1,000,000
  - General Aggregate: \$2,000,000
  - Product/Completed Operations Aggregate \* \$2,000,000
  - Damage to Rented Premises \$ 100,000
- b. Umbrella Liability Coverage:
  - 1. If no livestock \*\* \$1,000,000
  - 2. With livestock \*\* \$3,000,000
- c. Automobile Liability:

Each Accident: \$1,000,000  
Hired/Non-owned Auto Liability \$1,000,000

- d. Worker's Compensation, as required by Connecticut State statutes.
  - e. The "Town of Farmington" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
  - f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
  - g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
  - h. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Farmington, 1 Monteith Drive, Farmington, Connecticut 06032. Endorsements to the contractor's policies may be used to comply with this requirement.
  - i. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.
- \* Including product liability coverage for any product sold on or from the farm, whether produced on the farm or elsewhere.  
\*\* Coverage for raised livestock permitted to roam, including horses, cattle, pigs, goats, etc.; poultry is not considered livestock.

A Certificate of Insurance shall be delivered to the Town prior to commencement of this Lease and promptly upon insurance renewal.

22. Eminent Domain: If any part of the Premises shall be taken by eminent domain, this Lease shall terminate as of the effective date of taking and the rental shall be apportioned and adjusted as of the time of taking. Any award made for such taking of the real property shall be distributed to the Town only.

23. No Assignment: Lessee may not assign, transfer, sublet, or encumber this Lease or its interests in the Leased Premises or grant any license, concession or other rights for third parties to use the Leased Premises, without the Town's written

consent, which consent may be withheld in the Town's sole discretion. In addition to the Town's written consent as a prerequisite, the Town may require copies of any and all agreements between the Lessee and any approved third party as a condition of approval. Nothing herein shall prevent Lessee from hiring third-party contractors to assist Lessee with its Farming Operations, provided that such contractors shall be bound by the requirements of this Lease Agreement, including but not limited to the requirement of compliance with all Applicable Laws.

24. Lessee Warranties: In addition to the other requirements herein, Lessee warrants that (i) its use of the Leased Premises shall be conducted in a manner that will not endanger the health or cause a risk of injury to members of the public using the Leased Premises pursuant to Sections 12 or 13 above, create a nuisance, or otherwise be incompatible with the uses now or in the future permitted by the Town, and (ii) it shall take all reasonable precautions to ensure that its activities on the Leased Premises will be conducted in a manner that will protect the scenic, recreational, and environmental values of the Leased Premises and of the Town's land and adjacent property.

25. Notice: All notices, demands, and requests permitted or required under this Lease shall be in writing. All such notices, demands, and requests shall be deemed to have been properly given when served personally, or three (3) days following the date of mailing of such notice by United States registered or certified mail, postage prepaid, Return Receipt Requested, addressed as follows:

Town:

The Town of Farmington  
1 Monteith Drive

Farmington, CT 06032  
Attn: Kathleen A. Eagen, Town Manager

Lessee:

Rodger & Isabelle Phillips  
199 Town Farm Road  
Farmington, CT 06032

or at such other addresses that may, from time to time be designated by written notice by either party.

26. Business Records:

- (a) Business Plan: Lessee shall operate the farm in a manner consistent with the Business Plan previously submitted to the Town and attached hereto as Schedule D.
- (b) Annual Report: No later than March 1<sup>st</sup> of each year Lessee shall I furnish the Town with an Annual Report for the prior calendar year setting forth all activities conducted during said year and description of the finances of the farm operation.

27. Recording: Lessee covenants and agrees that it will not record this Lease.

28. Waiver: Any failure of a party to exercise any rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

29. Applicable Law: This shall be governed and interpreted by the laws of the State of Connecticut.

30. Entire Agreement: This Lease sets forth the entire agreement between the parties with respect to the Premises, and no oral statements or representations or

prior written matter not contained herein shall have any force and effect. This Lease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto,

31. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Successors and Assigns: Subject to the provisions of Paragraph 24 hereof, the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and successors in ownership.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the 15<sup>th</sup> day of October, 2013.

Signed, sealed and delivered  
In the presence of:

Euca Probertson

Deborah Buel

[Signature]

THE TOWN OF FARMINGTON

Kathleen A. Eagen

Kathleen A. Eagen  
Town Manager

Rodger Phillips

Rodger Phillips

Lee A. Beckwith

Isabelle Phillips  
Isabelle Phillips

STATE OF CONNECTICUT)

) ss: Farmington

Oct 15, 2013

COUNTY OF HARTFORD )

Personally appeared Kathleen A. Eagen, Town Manager of The Town of Farmington, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed and the free act and deed as such Town Manager, before me.

Lee A. Beckwith

Notary Public

My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018

STATE OF CONNECTICUT)

) ss. Farmington

Oct 15, 2013

COUNTY OF HARTFORD )

Personally appeared before me, Rodger Phillips and Isabelle Phillips., signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed.

Lee A. Beckwith

Notary Public

My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018