RESOLUTION

RE: Hunterdon County Agriculture Development Board
Valley Crest Right to Farm
Block 29, Lot 3, Township of Clinton, County of Hunterdon

WHEREAS:

On July 29, 2014, the Township of Clinton ("Clinton Township") filed a Right to Farm complaint with the Hunterdon County Agriculture Development Board ("CADB"), against Valley Crest Farm ("Valley Crest") alleging, among other things, that the farmer was holding wedding events at its property in violation of the Clinton Township Zoning Ordinance. The Township maintained that weddings were not a protected activity under the Right to Farm Act.

On or about August 20, 2014, Walter and Diane Eriksson (the "Erikssons") filed a Right to Farm complaint against Valley Crest Farm, alleging, among other things, that the property/owner was violating the Clinton Township Zoning Ordinance and creating a nuisance with the noise and intrusion at their property, rendering their yard useless during wedding events. Further, the Erikssons complained of a manure pile near their boundary line that was creating a further nuisance.

The parties initially agreed to submit the Right to Farm dispute to New Jersey Agriculture Mediation, and a mediation session between the parties was conducted on August 21, 2014. A Memorandum of Agreement setting forth the terms of the agreement reached during the mediation session was issued and signed by the parties. However, when Clinton Township and the Erikssons were not satisfied that the terms of the agreement were being complied with by Valley Crest Farm, they requested that the CADB list the Complaints for a hearing.

Clinton Township disputed the notion that the Right to Farm matter should be heard by the CADB, as it was Clinton Township's position that weddings were not covered by a State-wide Agriculture Management Practice ("AMP"), and that the CADB should defer jurisdiction to the State Agriculture Development Committee ("SADC") for a determination as to whether the activity constitutes a generally accepted agricultural operation or practice.

On July 9, 2015, the CADB opened a hearing on the Right to Farm dispute and resolved to first determine if the CADB has primary jurisdiction to hear the complaint and render a decision on the Right to Farm dispute based on Clinton Township's argument to the contrary.

Formal notice of the public hearing was published in the Hunterdon County Democrat and the Star Ledger and served on all property owners within 200 feet of the property by the Township of Clinton.

At the hearing which opened on July 9, 2015, Trishka Cecil, Esq. appeared on behalf of the Township of Clinton; Salvatore P. DeFazio, Esq. appeared on behalf of Diane and Walter Eriksson; and William J. Caldwell, Esq. appeared on behalf of Valley Crest Farm.

At the commencement of the July 9, 2015 hearing, the Township argued that weddings and corporate events were not protected activities under the Right to Farm Act as there was no Statewide AMP in effect concerning such activities. The Township maintained that the process to be followed by the CADB is set forth under N.J.S.A. 4:1C.10.1, dealing with complaints against commercial farms. Based on the statute, the position of Clinton Township was that the Valley Crest issue should first be transferred to the SADC for a determination as to whether weddings constitute a generally accepted agricultural operation or practice, since weddings do not fall under a state-wide recognized AMP.

In furtherance of the Township's position, Ms. Cecil cited In the Matter of Hopewell Valley Vineyards, Hopewell Township, Mercer County, as justification that events such as those which are taking place at Valley Crest Farm did not meet the legal standard required of a specific nexus between weddings/events and the sale of the farm property's agricultural output.

The Erikssons relied on the arguments set forth by Clinton Township concerning the question of jurisdiction in this matter.

Regarding the issue of jurisdiction, Valley Crest Farm argued that the weddings performed at the Valley Crest property were protected activities under N.J.S.A. 4:1C-9, as an on-farm direct marketing activity/event, and that there was a clear nexus between the agriculture production and output on the farm and the weddings taking place at the property. Preliminary testimony was provided by Valley Crest to demonstrate a nexus between the wedding events and the agricultural output from the farming operation.

After hearing the testimony of Clinton Township and Valley Crest on the issue of jurisdiction, the CADB moved that weddings were covered by the AMP for on-farm direct marketing, which should be afforded Right to Farm protection, provided a farm can demonstrate a sufficient nexus between the sale of farm products and the wedding event, and that this dispute should be heard by the Hunterdon County Agriculture Development Board.

Following the CADB's determination on the jurisdiction issue, the Applicants moved for an adjournment of the hearing, which was granted by the CADB.

On September 10, 2015, the hearing was reopened by the CADB, at which time Trishka Cecil, Esq., appeared on behalf of Clinton Township, Walter and Diane Eriksson represented themselves; and, William J. Caldwell, Esq. appeared on behalf of Valley Crest Farm.

The Exhibits introduced and referenced over the course of this hearing were marked and entered into the record as follows:

VC-1 Post Mediation form – Memorandum of Agreement, dated August 21, 2014

VC-2 Correspondence from William J. Caldwell dated July 1, 2015 with the following Attachments:

(a) The Mediation Agreement entered into between the parties on August 24, 2014;

(b) 2014 Food Donation List;

(c) A form of the Facilities Rental Agreement utilized by Valley Crest Farm;

(d) Deed of Easement;

(e) Information regarding Agri-Tou4rism in New Jersey

(f) Letter dated July 28, 2014;

(g) Letter dated November 15, 2014;

(h) Letter dated November 21, 2014;

(i) AMP for On-Farm Direct Marketing Facilities, Activities and Events

VC-3 Letter from William J. Caldwell dated July 6, 2015 with maps and aerial views of the property

E-1 Order to Show Cause with Temporary Restraints (First two (2) pages only)

E-2 Email to Ms. Eriksson from the Office of the Governor dated June 11, 2014

E-3 Letter from Douglas H. Fisher, Department of Agriculture, dated November 10, 2014

E-4 Letter from Sergio David Mendez dated July 2, 2015

Presentation by Clinton Township

1. Trishka Cecil, Esq. presented the application on behalf of Clinton Township, reiterating the Township's position recited at the July 9, 2015 hearing, that the weddings conducted at the Valley Crest property are not a permitted activity under the Clinton Township Zoning Ordinance and are not a recognized AMP to be afforded Right to Farm Act protection. The appropriate forum for this matter was before the Clinton Township Zoning Board.

2. John Higgins, Clinton Township Mayor, also appeared and reiterated Clinton Township's position that weddings are not protected by the Right to Farm Act and that primary jurisdiction resided with the Clinton Township Zoning Board.

Presentation by Diane and Walter Eriksson

1. Salvatore P. Fazio, Esq. appeared on behalf of Diane and Walter Eriksson, at the July 9, 2015 hearing, at which time no formal testimony was given by the Erikssons other than to join Clinton Township's argument as to jurisdiction.

2. At the September 10, 2015 hearing, Diane and Walter Eriksson appeared on behalf of themselves to testify.

3. The Erikssons joined in the position taken by Clinton Township.

4. The Erikssons testified that they began to receive letters from Valley Crest Farm in 2014 which they perceived as threatening.

5. When they attended mediation, the Erikssons interpreted the Memorandum of Agreement to mean that they would be provided with advance written notice when weddings were scheduled at the Valley Crest property.

6. The wedding ceremonies are conducted within 50 feet of their property line, and they do not believe there is an appropriate buffer between their property and Valley Crest Farm to mitigate the interference.

7. The Erikssons entire way of life is altered during periods when weddings are performed, and they are precluded from conducting outdoor activities on such days for fear that they will either ruin someone's wedding day or be threatened by employees of Valley Crest Farm.

8. The Erikssons claim they have never received advance written notice of wedding dates and times.

9. The weddings pose a nuisance to the Erikssons as loud music is playing at the property until after 10:00 p.m., and intoxicated guests wander the property lines.

10. The Erikssons were under the impression that best efforts would be made to control the music and noise. However, the temporary structure where the music is now played does little to mitigate the sound.

11. In addition to weddings, the Erikssons argued that there is a horse manure pile situated near their property, for which there is an inadequate buffer.

12. The Erikssons allege that they have been subjected to harassment by Valley Crest Farm, its employees and attorney.

13. The Erikssons claim that weddings at Valley Crest Farm have diminished their property value.

14. The Erikssons claim their arguments have the support of the Governor's office and the State Department of Agriculture.

Presentation by Valley Crest Farm

1. William J. Caldwell, Esq. presented the opposition on behalf of Valley Crest Farm to Clinton Township and the Erikssons Right to Farm Complaints.

2. Valley Crest Farm is a 501(c)(3) not-for-profit organization with a mission to provide healthy, fresh produce to those in need through weekly donations to local organizations and charities.

3. Mr. Caldwell argued that the purpose of Right to Farm Act was to minimize/eliminate nuisance suits from neighbors.

4. Mr. Caldwell argued that the definition of farming and the application of the Right to Farm Act has evolved over the years and should now be rightfully extended to include weddings at working farms.

5. The weddings conducted by Valley Crest Farm constitute on-farm direct marketing activities/events which fall clearly within the purview of the State-wide AMP for such activities, N.J.A.C. 2:76-2A.13. All wedding licensees are required to purchase farm products as part of the Facilities Rental Agreement to be used in connection with the wedding.

6. At the July 9, 2015 hearing, Linda Tesauro, a Valley Crest Farm Trustee, testified that wedding participants are encouraged to purchase in-season products, including, but not limited to, peaches, apples and preserves. Valley Crest Farm has made this a requirement in its Facilities Rental Agreement.

7. At the September 10, 2015 hearing, Robert LeCompte, an owner/operator at Valley Crest Farm, testified on behalf of Valley Crest. He offered the following:

(a) He is one of five Trustees for Valley Crest Farm;

(b) Valley Crest Farm plans approximately ten (10) weddings per year with a maximum of fifteen (15);

(c) There have been three (3) weddings in 2015, and there are three (3) more planned events;

(d) There is a direct nexus between the sale of farm products at the property and the weddings which are conducted there. Examples of this nexus include:

i. A requirement under Valley Crest's Facilities Rental Agreement that the licensee purchase seasonal agricultural products from Valley Crest to be utilized in some capacity for the wedding.

ii. Licensees holding weddings at the property have utilized on-farm products as wedding favors and/or have incorporated the products as part of the cuisine.

iii. Examples of products utilized and purchased in conjunction with wedding events include, but are not limited to, hay bales, flowers, pumpkins, preserves, and other seasonal products. At a wedding prior to the hearing, a participant purchased $680 in preserves for wedding guests.

iv. The rental of the facilities for weddings expand public awareness of Valley Crest Farm and promote agricultural tourism, advancing the agricultural output of the farm through direct purchase of on-farm products beyond the date of rental.

v. Approximately 10% of wedding participants/guests return to the property to purchase farm products.

vi. Weddings are a source of revenue that facilitates the sustainability of the farm to carry out its mission.

(e) Weddings are a seasonal activity, generally held between May and October at the property;

(f) The hours of operation for the weddings is 4:00 pm – 10:00 pm, after which time the music is shut off;

(g) Valley Crest has adequate sanitary facilities at the property to meet the needs of wedding guests;

(h) Parking and traffic at the property is organized during wedding events, with a one way flow of traffic to and from the property;

(i) Valley Crest Farm does not maintain a public address system at the property. There may be a DJ and music during the weddings, but all music is played inside, and is set away from the main entrance of the building;

(j) The facility used for weddings is not a banquet facility but a Morton barn, and is still utilized for other farming activities when weddings are not held at the property;

(k) Valley Crest Farm is an approximately 200 acre farm with 100 preserved acres; 10 properties abut the farm;

(l) Maple trees have been planted on the Valley Crest property specifically to act as a buffer between Valley Crest Farm and the Erikssons and other neighboring properties;

(m) There is presently a 32 stall horse operation at the farm which is in compliance with zoning;

(n) There is a 50 foot buffer between the Valley Crest property and the Eriksson property line, and the manure pile in dispute is situated beyond this buffer, approximately 80 or 90 feet from the Eriksson property line;

(o) The Board of Health and County Agriculture Agent have investigated the manure complaint, inspected the property, and approved the operation.

8. Mr. Caldwell argued that the nexus between the sale of the farm products and the weddings conducted at the Valley Crest property justifies the determination that weddings are an accepted AMP in accordance with the New Jersey Right to Farm statutes and regulations.

9. Churches are a permitted use within the zoning. Therefore, weddings are an acceptable activity.

10. The manure pile is an accepted AMP under N.J.S.A. 4:1C-9(g), and complies with the State and local requirements for on-site disposal of organic agricultural wastes.

NOW THEREFORE, BE IT RESOLVED that the Hunterdon County Agriculture Development Board makes the following findings of fact:

(1) The property known in question is Block 29, Lot 3, in the Township of Clinton.

(2) The farm and agriculture uses are permitted in the zone in which it is located.

(3) Valley Crest Farm runs a commercial farm operation on the property. The farm was certified by the Hunterdon County Agriculture Development Board as a commercial farm.

(4) Weddings may be a protected activity under the Right to Farm Act.

(5) The CADB is unpersuaded by Clinton Township's argument that weddings are not a recognized AMP which may be afforded Right to Farm Act protection.

(6) The CADB has jurisdiction to hold a public hearing and issue findings and recommendations in this matter.

(7) While there was an effort made to mediate the dispute between the Township of Clinton, the Erikssons and Valley Crest Farm, there remains clear disagreements among the parties which necessitated the hearing of this application.

(8) Based on the testimony of Valley Crest, there is a sufficient nexus between the sale of on-farm products and the weddings conducted at the Valley Crest Farm property to justify Right to Farm protection.

(9) The weddings conducted at Valley Crest Farm fall under the purview of the AMP for On-Farm Direct Marketing Facilities, Activities and Events, N.J.A.C. 2:76-2A.13.

(10) While the Erikssons have voiced legitimate concerns with the wedding and farming activities at Valley Crest Farm, the CADB believes adequate protections are in place to minimize the impact on neighboring landowners, and the manure pile is in compliance with the AMP for on-site disposal of organic agricultural wastes and on-farm direct marketing activities.

NOW, THEREFORE, BE IT RESOLVED that the Hunterdon County Agriculture Development Board, after reviewing the testimony, and balancing the interests of the Township of Clinton, the Erikssons, and Valley Crest Farm, makes the following findings:

(1) Weddings held at Valley Crest Farm are a protected activity under the Right to Farm Act as an accepted Agriculture Management Practice for on-farm direct marketing facilities, activities, and events, in accordance with N.J.A.C. 2:76-2A.13.

(2) Valley Crest Farm may continue to conduct weddings at the property provided it complies with the Agriculture Management Practice Standards for on-farm direct marketing facilities, activities and events, N.J.A.C. 2:76-2A.13. Compliance with N.J.A.C. 2:76-2A.13 include, but is not limited to: (a) specific hours of operation; (b) standards for lighting; (c) standards for sanitation facilities; (d) safety requirement standards; (e) sign usage standards; (f) standards for parking; (g) standards for buffers; (h) standards for the use of structures; (i) the preparation of an event management plan for on-farm direct marketing events; and, (j) compliance with all relevant Federal and State laws, rules and regulations set forth under the AMP for on-farm direct marketing. Further, the CADB encourages Valley Crest Farm to use best efforts to continue to utilize, to the greatest extent possible, the agriculture products generated from the farm in association with the wedding events.

(3) This determination shall be forwarded to the State Agriculture Development Board within 30 days pursuant to N.J.S.A. 2:76-2.3e.

(4) Any person who does not agree with this position may appeal to the State Agriculture Development Committee pursuant to N.J.S.A. 2:76-2.3.

HUNTERDON COUNTY AGRICULTURE
EVELOPMENT BOARD

Dave Bond

Dated: October 8, 2015

DAVE BOND, CHAIRMAN