



# THE TENDER FRUIT GRAPE VINE



*A Newsletter for Commercial Fruit Growers*

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## Applied Research on Wind Machines to Protect Grapes and Tender Fruit

*Hugh Fraser, Agricultural Engineer, OMAFRA, Ken Slingerland, Tender Fruit and Grape Specialist, OMAFRA; Kevin Ker, Brock University (CCOVI), KCMS Consulting; and Dr. Helen Fisher, University of Guelph, Plant Agriculture – Vineland*

CanAdvance, through the Agricultural Adaptation Council of Agriculture and AgriFood Canada, has approved funding of \$133,000 towards an innovative 3-year applied project concerning wind machines and plant hardiness, which has a total value of \$394,500. The project will address an emerging issue - reducing the risk of spring and fall frosts as well as winter injury to grapes and tender fruit. It is intended to help growers use the wind machines more effectively. Wind machines are expensive to operate, so optimizing their use will reduce the operating costs to growers while minimizing the impact to off-site residents.

Grape Growers of Ontario (GGO) and the Wine Council of Ontario (WCO) are the major sponsors of the project. Other funding partners include; Stephane Bosc - supplier of Orchard Rite Wind Machines, Roger Vail - supplier of Chinook Wind Machines, KCMS Applied Research and Consulting, Agricorp, Ontario Tender Fruit Producers' Marketing Board, , and the Niagara Peninsula Fruit and Vegetable Growers' Association. In-kind contributions supporting the project include; Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), Brock University (CCOVI) , University of Guelph, GGO, KCMS and Agricorp.

Researchers heading up the project include; Hugh Fraser, Agricultural Engineer and Ken Slingerland, Tender Fruit and Grape Specialist from OMAFRA; Kevin Ker from Brock University (CCOVI), KCMS Consulting; and Dr. Helen Fisher, University of Guelph, Plant Agriculture – Vineland. Hernder Farms of Niagara-on-the-Lake will be one of the cooperating growers working with the researchers.

Major objectives in the project include:

- To develop an advanced warning system to inform growers for best use of wind machines
- To study and evaluate vine and tender fruit winter hardiness throughout the dormant season
- To study the behaviour of air temperature inversions below and above the Niagara Escarpment
- To study wind machine noise and the effects of design, position and other modifications to reduce the noise impact off site.

- To establishing Best Environmental Management Practices for wind machines in consultation with industry and government partners

Researchers will investigate methods to assist grape and tender fruit growers in Ontario to better protect their crops from winter injury over the next 3 years. The grape and tender fruit industries have experienced significant losses due to winter injury, particularly in the past three years.

Wind machines improve crop protection by drawing down warmer air that is located approximately 12 to 24 metres (40 to 80 feet) above ground level. This warmer air is mixed with the colder air close to the ground and raises the ambient air temperature around the trees and vines. Wind machines are used in many different crops and in many other countries to reduce the risk of spring and fall frost and sometimes winter injury. The use of wind machines to minimize winter cold injury damage is unique to Ontario conditions. The approximate cost of each wind machine is \$30,000, each one protecting approximately 4 hectares (10 acres) of crops. These wind machines are NOT designed to produce energy.

**Farm Lease Agreements**

*Ken Slingerland, Tender Fruit & Grape Specialist, OMAFRA*

Each year, several growers ask if there are sample lease agreements developed by OMAFRA. There are several different types of agreements but none specifically designed for tender fruit and grape growers. I have tried to highlight some key points that growers should consider when drawing up an agreement.

**Lease Terms: (Example)**

- Property: Location and actual acreage leased
- Commencement Date: January 1, 2006
- Termination Date: December 31, 2006
- Gross Rent: \$\_\_\_\_\_
- Farm Property Taxes: To be paid by Landlord
- Length of Lease: 1 year
- Tenant and/or Landlord must give written notice for termination 60 days in advance. Must be agreeable to both parties.
- Landlord must compensate Tenant for any expenses incurred up to the date of termination; fertilizers, sprays, labour, management and other costs related to the farm operation or if lease is terminated early. Can use OMAFRA Publication 817, Cost of Production for Tender Fruits or Publication 813, Cost of Production for Grapes as a guide.
- Tenants has first option to renew or extend lease
- Right of Way: The landlord agrees to give “quiet” possession of the leased premises allowing the tenant to care for and harvest the crops on the leased premises (i.e. bird bangers)
- Use of the Land: The tenant agrees to perform and carry out the farming operations of: Peach and Grape Production. The tenant cannot remove any trees/vines unless agreed upon by the Landlord.
- Transfer of property: Sale of the property recognizes the lease. If the landlord should sell or otherwise transfer title to the leased premises, the landlord shall do so subject to the provisions of this lease.
- Premises Condition: As is. Upon termination premises to be left in a clean condition subject to reasonable wear and tear.
- Sale of fruit: The tenant agrees not to use the property as a “pick your own” operation.
- Parking: The tenant agrees not to block roadway with autos, farm equipment and other farm produce.
- Quiet Enjoyment: The tenant agrees to farm under “good stewardship”, “best management practices” and abide by the Farm Property Protection Act.
- Activities Restricted: The tenant agrees to restrict other activities, alterations, signage, excessive noise unless related to farming or upon agreement with Landlord.

Income Support Payments: In the event of crop failure, market failure, or other related failures, the Tenant will receive any compensation or other reimbursement.

Termination of Lease: Grounds for termination of lease – If either party fails to carry out the terms of the lease, the lease may be terminated at any time by giving number of days notice by serving a written notice citing the instances and specifying a termination date of number of days from the date of such notice. In case of dispute, either party may contact a third party, such as the Ontario Ministry of Agriculture, Food and Rural Affairs or the Town of Lincoln Municipal Bylaw Officer to act as arbitrator

Acceptance Between:

The Tenant: ..... Date: .....  
Print Signature

and

The Landlord: ..... Date: .....  
Print Signature

**OMAFRA Lease Factsheets include:**

Lease Agreements for Farm Buildings: <http://www.omafra.gov.on.ca/english/busdev/facts/03-095.htm>

Farm Building Lease <http://www.omafra.gov.on.ca/english/busdev/facts/03-093.htm>

Cash Lease Agreements for Crop Land: <http://www.omafra.gov.on.ca/english/busdev/facts/01-071.htm>

Cash Lease for Crop Land: <http://www.omafra.gov.on.ca/english/busdev/facts/03-097.htm>

Flexible Cash Lease Agreements: <http://www.omafra.gov.on.ca/english/busdev/facts/01-069.htm>

Flexible Cash Lease for Crop Land: <http://www.omafra.gov.on.ca/english/busdev/facts/03-099.htm>

Crop Share Lease Agreements: <http://www.omafra.gov.on.ca/english/busdev/facts/01-067.htm>

Crop Share Lease: <http://www.omafra.gov.on.ca/english/busdev/facts/03-101.htm>

Land Lease Arrangements: <http://www.omafra.gov.on.ca/english/busdev/facts/01-065.htm>

OMAFRA Agreements and Structures website: <http://www.omafra.gov.on.ca/english/busdev/agreements.html>

# Registration Form

Ontario Fruit & Vegetable Convention  
February 15 & 16, 2006

Payment by cheque must accompany forms by February 4, 2006  
Enclose cheque payable to: NPF & VGA c/o Farmers' Markets Ontario  
54 Bayshore Rd., Brighton, ON K0K 1H0



Visa & MasterCard accepted only to fax #613-475-2913

**Pre-Register: \$60** (includes G.S.T.) /day or  
**2 days for \$90** (includes G.S.T.)

Lunch and Admission to the Niagara Food and Wine Gala will be included for all who pre-register.  
The tradeshow will include over 140 booths.

Pre-register for  
a chance to  
**WIN** Karcher  
Pressure  
Washer

Name: \_\_\_\_\_

Street: \_\_\_\_\_ Town: \_\_\_\_\_

Province: \_\_\_\_\_ P.C.: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Credit Card Payment  VISA  MC Card # \_\_\_\_\_

Expiry Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Card Holder Printed Name: \_\_\_\_\_

check the appropriate box

**Wednesday**  
**Feb. 15, 2006**  
**\$60** (includes G.S.T.)

**Thursday**  
**Feb. 16, 2006**  
**\$60** (includes G.S.T.)

**Both**  
**Wed. & Thurs.**  
**\$90** (includes G.S.T.)

**Hotel Information:** Rooms have been reserved at two local Hotels. The "Four Points Sheraton" is across the road from the University while the "Quality Inn Parkway Convention Centre" is approximately ten minutes away. In order to receive special convention rates mention the "Ontario Fruit and Vegetable Convention."

## Four Points Sheraton

Ph. 905-984-8484

Fax 905-984-6691

Convention Rate: \$109/night (single or double)

Convention Rate Deadline: Dec. 14, 2006

*A higher rate may apply beyond this date.*

*For your convenience, register online.*

[www.starwoodmeeting.com/StarGroupsWeb/res?id=0410070128&key=6B7AB](http://www.starwoodmeeting.com/StarGroupsWeb/res?id=0410070128&key=6B7AB)

## Quality Inn Parkway Convention Centre

Ph. 905-688-2324 (toll free) 1-877-688-2324

Fax 905-684-6432

Convention Rate: \$76/night (single or double)

Convention Rate Deadline: Jan. 15, 2006

*A higher rate may apply beyond this date.*

\* You may register at the door however Lunch and Gala tickets are limited,  
and can only be guaranteed to those who pre-register.

For more information contact **1-800-387-FARM (3276)** (Ontario Only)  
**1-613-475-4769**

For extra registration forms, go to [www.fruitandveggie.com/of&vc](http://www.fruitandveggie.com/of&vc) and download a PDF form



G.S.T.# 84554-8346RT