





**Cornell Cooperative Extension** Lake Erie Regional Grape Program



**PennState Extension** 

# Save the Date

2020 LERGP Winter Growers' Conference Thursday, March 19, 2020 William's Center at SUNY Fredonia

more information is available at: <u>https://lergp.cce.cornell.edu/</u>

Registration is open!

Crop Update - February 6, 2020

Building Strong and Vibrant New York Communities Diversity and Inclusion are a part of Cornell University's heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.



### In this Crop Update: Reminders for Important Events

- Concord Vineyard Restoration Plan of Action- Jennifer Russo
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The Lake Erie Regional Grape Program is a Cornell Cooperative Extension partnership between Cornell University and the Cornell Cooperative Extensions in Chautauqua, Erie and Niagara county NY and in Erie County PA.



#### 2020 Lake Erie Regional Grape Program Growers' Conference March 19, 2020 Williams Center SUNY at Fredonia Campus

#### Agenda

7:00 AM	Tradeshow set up begins
7:30 AM	Registration and Tradeshow open
8:20 AM	Welcome
8:30 - 9:15 AM	Labor Trends and How Will Those Trends Affect Grape Farms in our Region Richard Stup, Agricultural Workforce Specialist, Cornell University
9:15 - 9:45 AM	Labor Cost in our Region Kevin Martin, LERGP, Penn State University
9:45 – 10:15 AM	Grape Pest Talk – Greg Loeb
10:15 – 10:45 AM	Break
10:45 – 11:15 AM	Spray Program Strategies to Avoid Resistance Bryan Hed, LERGP, Penn State University
11:15 – 11:45 AM	Pesticides, 2 ee's and Spotted Lanternfly Andy Muza, LERGP, Penn State University
11:45 – 12:15 PM	Fungal Pathogens Show Promise as IPM Spotted Lanternfly Management Strategies Eric Clifton, Department of Entomology, Cornell University
12:15 - 1:15 PM	Lunch and Visit Tradeshow
1:15 – 1.45 PM	Vineyard Weed Management Strategies Lynn Sosnoskie, Department of Horticulture, Cornell University
1:45 – 2:15 PM	Hyperspectral Sensors and Plant Pathogens Kaitlin Gold, Department of Plant Pathology, Cornell University
2:15 – 2:45 PM	VitisGen2: New Technologies Accelerate Disease Resistant Cultivar Development Lance Cadle-Davidson, USDA, Cornell University
2:45 –3:15 PM	Cold Hardiness and Climate Change Jason Londo, USDA, Cornell University
3:15 – 4:00 PM	Understanding Soil & Petiole Tests and Vine Nutrition Terry Bates, CLEREL, Cornell AgriTech, Cornell University
4:00 PM	Adjourn

	AKE ERIE REGIONAL GRAPE PROG APE GROWERS' CONFERENCE REGISTR SUNY Fredonia Williams Center Thursday, March 19, 2020 Deadline for registration is Friday, March 6, 20	ATION FORM
Name (1 <sup>st</sup> attendee)	\$	
Farm Name		
Address, City, State, Zip Code		
-		
	E-mail	
Are you enrolled in Lake Erie Re	gional Grape Program (LERGP)? YesN	lo
LERGP Member 1 <sup>st</sup> attendee	REGISTRATION FEES	\$ 50.00
Additional attendee on same	farm	\$ 30.00
Non- member		\$100.00
Additional Attendees:	\$ \$ \$ \$ \$	*Please add a <b>\$25.00 late fee</b> for each reservation made after March 6, 2020
	\$	TOTAL \$
Please make check payable to <b>LE</b> ( <i>US funds only</i> )	l to: Kate Robinson LERGP 6592 W Main Rd Portland NY 14769	
Name	NY DEC/PA PDA NUMBER	
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Date Ck. Rec'd Amoun	t Call Kate at 716-792-2800 ext 20	1 with any questions.

## **Viticulture** Jennifer Russo, Viticulture Extension Specialist, LERGP

## **Concord Vineyard Restoration Plan of Action**

Thinking of taking on an abandoned or neglected Concord vineyard to add to your acreage? Or possibly getting to one of your blocks that hasn't been as high on your priority list the past few years? The Concord industry isn't as meek as it has been in recent history, and there are some blocks out there that may be for sale or up for a restoration. Below is an action plan to help restore abandoned or neglected Concord vineyards. Due to the neglected nature of certain blocks overtime, the first priority should be to concentrate on building your vine health. De-stressing your vines will go a long way to improving the productivity of your vineyard in the long run.

#### Vine Renewal

I highly suggest renewing some of your vines that have large, gnarly trunks. You can do this a couple of ways. Planting dippers, or layers, is where you have a long healthy cane on an adjacent vine that you run along the top wire to achieve adequate spacing (6-8 feet apart, ours are 8 feet). When the cane is long enough, bring down the cane and bury it 6-8 inches. You want to make sure that you are burying buds as well as leaving buds above ground. The buried buds will turn into roots and the above ground ones will leaf out to photosynthesize and feed the new vine. After the vine is established, you can then 'cut the cord' from the mother plant.

Another way to renew is by stumping your vine. Concord grapes are native to North America and very persistent. You can cut the trunk off creating a 'stump' and it will push our new shoots or 'suckers' to continue to grow. You can then train the new shoots to become your new vine by tying the shoot to the top wire. This will give you a straight trunk and allow to vine to reach up to the wire to capture the most sunlight it can. You will have to then select canes for your cordons next season. I would caution against this practice without knowing the vineyard as it can result in some vine mortality. Practically speaking, sucker management proves difficult to new growers and absent growers, and one could also bury the trunk to self-dip.

Stumping the vine at the head, or top of vine where the cordons reach out of and train down the top wire. If your trunk is in good condition, and the canopy is dense and gnarled, then cut the cordons off and pull old wood out of the trellis. This is inoculant for disease. Rip that out and either drag out of your vineyard or brush chop it into biomass that can build the soil. The trunk will throw new shoots and then you can choose the healthiest ones to become your new cordons and wrap them down the top wire.

#### Eliminate Competition

So onto the next step of your vineyard restoration. The ultimate goal here is to de-stress the vines as much as possible. Let's start by suggested pruning levels. A healthy vine has a strong root system. When the vine makes food, it partitions the nutrients to feed the canopy (shoots, buds, clusters) and the root system. If you leave up too many buds, then the vine will have to feed all of that, and trade-offs need to occur. If you leave up fewer buds by selectively pruning off most of the dormant buds, then there will be more food for the roots to grow. The healthiest vineyards are those that carry a half crop in year three and a full crop in year four. Thinning off half of the crop allows the vine to really build a solid root base in the third year. There are some commercial vineyards that push the full crop in year three, but giving those vines another year to grow strong will go a long way in the sustainable health of your vines.

In this scenario I suggest, not leaving up more than 60 buds per vine, and really should lean more towards 40 buds per vine; that means that each cordon should carry no more than 30 buds on each side of the trunk. When pruning, make sure to leave the best buds, those on pencil width wood. Keep in mind that the weight of the new shoots will pull the canes towards the ground and into more shaded positions. You want the most sunlight possible to allow for photosynthesis, so choose the healthier canes that are towards the top of the trellis or canopy and anticipate how they will grow and possibly shade one another. You also want to keep the crown area free from crossing canes. The left arm shoots stay over to the left and vice versa, so prune out any canes that may have crossed over last growing season.

#### Floor Management for Restoration

Now that you have all renewed the diseased vines and all of your vines are pruned to a healthy bud number, you can focus on floor management. What happens below ground is crucial to the productivity above ground. Weed management is a necessity in all vineyards. Anytime that weeds are present, they are competing with the vine for the nutrients that are in the soil. This is why a healthy root system is very important. To de-stress your vines as much as possible, you must eliminate the competition.

I would suggest that, this year, you apply a **full floor roundup burn down**. This is not my recommendation for high performing healthy vineyards, we can talk about sustainable cover cropping another time, but in this case you need to get rid of your weed competition. Keep in mind that weeds are VERY GOOD competitors, and it will take more than one pass to keep the weeds suppressed. There are other ways of weed control but for this season, let's try full burn down. Okay, moving on into the growing season. You have taken out diseased wood, renewed underperforming vines, pruned to a low bud count to allow for maximum root growth, and removed vine competition now let's focus on food. Nitrogen fertilizer applications should occur when the vine needs it most, which is during the push in the spring that starts two weeks before bloom and continues for four weeks' post-bloom. Giving your vine nutrition during this time will promote vine health. My first recommendation is to perform soil tests to know exactly what you are dealing with and we can make recommendations using that information. Chances are that if the vineyard has been neglected, the nutrient application was minimal to none in the last three to five years. In this case, I would suggest **50-80 pounds per acre of actual N**.

For more information on nutrition, see the LERGP June 2019 Newsletter on our website, <u>https://lergp.</u> <u>cce.cornell.edu/newsletter.php</u>.

#### **Calculating Nutrient Content**

All fertilizer labels have three bold numbers listed. In a 'blended' fertilizer, the first number is the amount of nitrogen (N), the second number is the amount of phosphate ( $P_2O_5$ ) and the third number is the amount of potash ( $K_2O$ ). A bag of 10-10-10 fertilizer contains 10 percent nitrogen, 10 percent phosphate and 10 percent potash. To calculate the pounds of N in a 50 lb bag of 10-10-10 fertilizer, you must multiply 50 (lbs in bag) by 0.10 (the # on the label is a %). In the case of this label, it contains a total of 15 lbs of nutrients: 5 lbs nitrogen, 5 lbs phosphate and 5 lbs potash. The remaining weight is filler, usually sand or granular limestone.

You can also get fertilizers that contain only one of each of the primary nutrients. Nitrogen sources include ammonium nitrate (32-0-0), urea nitrogen (46-0-0), sodium nitrate (16-0-0) and liquid nitrogen (30-0-0). Phosphorus is provided as monoammonium phosphate (MAP) (48%  $P_2O_5$ ), diammonium phosphate (DAP) (46%  $P_2O_5$ ), triple superphosphate (approximately 46%  $P_2O_5$ ), and potash as 62%. Your local supplier can assist you with the numbers and blends if needed.

In this case, I would suggest going with urea for cost effectiveness due to the additional costs you are inputting with renewal work, pruning, chemical burn down, and the following spray program.

#### Lime Recommends

That darn pH issue...this is truly another lesson in Soil Health for another day, but today's purposes the take-home message that I want to convey is **VINE DE-STRESS/VINE HEALTH.** Research has shown us that the best pH levels for Concord grapes in relation to soil health and nutrient availability is between 5.5-6.5 pH (Bates unpublished data). I would not hazard to guess on a recommendation without at least one soil test. I would suggest a 2-3 tons per acre per year application of lime until you raise your soil pH up to the appropriate levels. Having the proper pH will unlock nutrients in your soil and make them available for the roots assimilation or take-up.

In the case of de-stressing your vines that you have pruned to lower crop potential to build vine health, I would apply the higher rate of lime at 3 tons per acre per year. A low crop won't require as much potassium as a higher crop, so you need not worry about the magnesium and potassium competition at this point. Also, you can use calcitic or dolomitic lime, it doesn't matter in this instance. **Calcitic lime** is primarily derived from deposits of calcium carbonate. **Dolomitic lime** is from deposits of calcium carbonate combined with magnesium carbonate and contains slightly higher levels of magnesium. It is the carbonate that neutralizes the acidity.

#### **Concord Restoration Spray Program**

On to the next step in your vineyard restoration process, disease and pest management. Okay, so there is a plug here. I wouldn't push this if I didn't think it a worthy resource, but the 2020 (or 2019) New York and Pennsylvania Pest Management Guidelines for Grapes is a collaborative effort between Cornell Cooperative Extension and Penn State Extension. This bulletin reflects the current (and past) authors' best efforts to interpret a complex body of scientific research, and to translate this into practical management options. You can order it from your local Cornell Cooperative Extension office or online at cornellstore.com ranging from \$31-44.00 depending on what media outlet you choose.

This publication is for grape growers, by grape researchers and educators. It contains pesticide information, an overview of fungicides, insecticides, and herbicide information, as well as, vine growth stages critical to Grape Pest Management. The book breaks down vineyard disease management, vineyard insect and mite management, and the VERY IMPORTANT pest management schedules for diseases and major and minor insects. This is the section that explains when you should spray and what, depending on your goals.

With vine health in mind and the goal of de-stressing your vines, one could imagine the stress of having a bug chewing on you, pathogen creating havoc, or weed stealing your nutrients. Following a spray program to protect your vine's health is crucial. In this case of vineyard restoration, you need to follow at least a 3-spray program, if you are looking to remove one of the four suggested sprays, then I would suggest the 3- to 5-inch one.

The 3- to 5-inch shoot growth spray is critical for control of rachis infections, particularly in wet springs. This spray helps with Phomopsis only. In a 3 spray program I'm skipping this one. It's the 4<sup>th</sup> most important spray when yield isn't the primary goal. Unless I know that diseases other than Phomopsis have been effectively controlled.



(new shoots, 3- to 5-inch stage. Photo from 2019 NY and PA Pest Management Guidelines for Grapes)

The 10- to 12- inch spray is critical to protect against rachis infections and prevent the establishment of disease that can move from young berry stems into the fruit later in the season such as, Phomopsis cane and leaf spot, Black rot, Powdery Mildew, Angular leaf scorch, Eutypa dieback, and it is also when Downy mildew organism first becomes active. It can be especially important in vineyards with previous Phomopsis problems, particularly in wet years.



(new shoots, 10- to 12-inch stage. Photo from 2019 NY and PA Pest Management Guidelines for Grapes)

Next important spray is at the immediate pre-bloom stage, or just before the blossoms open. This is when fruit infections can occur and remain dormant until pre-harvest. In vineyards with previous history of disease, such as one that has been neglected for some time, continued protection against fruit and rachis infections may be beneficial from the pre-bloom through the pea-sized berry period if the weather is wet at this time. This spray is geared toward all major diseases and usually does not contain an insecticide for pests.



(pre-bloom or trace bloom stage. Photo from 2019 NY and PA Pest Management Guidelines for Grapes)



(immediate post-bloom stage. Photo from 2019 NY and PA Pest Management Guidelines for Grapes)

The fourth spray interval is the first post-bloom spray or about 10-14 days after immediate pre-bloom spray. Fruit infection can occur from bloom through pea-sized berries and remain dormant until late summer or early fall, when conditions reactivate the disease/pest and rot or injure the fruit. In vineyards that have a history or disease, hedge-pruned (hold inoculant), or ones located near woods hampering airflow significant pre-harvest fruit rot can develop if the bloom and immediate post-bloom period was wet. Rachises also remain susceptible during this time.

The 2019-2020 NY and PA Pest Management Guidelines for Grapes is a resource that can guide you to what chemistry you need in each of these sprays, or visit your local dealer. A fifth spray for grape berry moth cannot be ruled out without scouting. The 2<sup>nd</sup> generation arrives sometime in late June or early July. Serious infestations that are left untreated will result in total crop loss.

#### Conclusion

When restoring a neglected vineyard, the number one priority should be to de-stress the vine and begin to build vine health. The above recommended course of action is suggested based off of decades of research and always making adjustments to accommodate emerging science and your particular goals. There are other management strategies that can restore a vineyard, but in the case of neglected Concord Vineyards, this is a great start to building vine health while limiting inputs.



## **Business Management**

Kevin Martin, Penn State University, LERGP, Business Management Educator

#### **Organizing Business Operations**

We have not talked about partnerships as a business organization in a couple of years. As the industry growers it does begin to make more sense for large operations to conduct business as LLCs, often taxed like a partnership. The 2017 census of Ag shows that the majority of farm businesses in our region operate with multiple owners. With small vineyards, perhaps even large vineyards, I'm skeptical that the operation has been formalized. I would encourage growers with a formal agreement to go beyond the minimum of achieving shared ownership, dividing income and taxes. Business organizations can be a useful tool for the beginnings of succession and estate planning.

Succession planning and estate planning cover a wide array of topics. Retirement by exiting the industry through sale of the farm to a family member or outsider is one option. Another option for those planning early enough, between ages 55 and 65, may be to take on a partner to slow the transition. The gradual transition of equity will increase the likelihood of a sustainable business to another generation. It will also lighten the load of the senior generation by taking advantage of the potential sweat equity a younger partner has to offer. This type of arrangement mitigates production risk associated with a farm business that relies entirely on someone in their 70's or 80's to make decisions. Temporary or permanent health concerns that impact decision-making or physical abilities can result in a crop loss. A partner that carries the weight through that time allows the senior generation to realistically delay full retirement, if that is desired.

Please take a look at the following sample partnership agreement. The agreement is designed to serve as a template to foster discussion regarding issues that need to be considered in any partnership, particularly one involving multiple generations with disparate goals. Take a look at each section heading, which highlights the necessary sections. Language within those sections should be changed based on individual circumstances. As such, this partnership agreement should not be construed as a valid legal document or legal advice. Use it to inspire decisions about the way you want your future partnership, LLC or Corporation to look.

## Sample Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between

Partner 1 and Partner 2.

#### **Explanatory Statement**

The parties hereto desire to enter into the business of purchasing, acquiring, operating, leasing, owning and selling Grape acreage and other specialty crop(s), including but not limited to that certain parcel of land, and all improvements constructed thereon, described as [specify address] and engaging in any other lawful phase or aspect of viticulture or specialty crop agriculture. In order to accomplish their aforesaid desires, the parties hereto desire to join together in a general partnership under and pursuant to the Uniform Partnership Act, amended from time to time (the "Act").

NOW THEREFORE, in consideration of their mutual promises, covenants, and agreements, and the Explanatory Statement, which Explanatory Statement is incorporated by reference herein and made a substantive part of this Partnership Agreement, the parties hereto do hereby promise, covenant and agree as follows:

#### Section 2. Principal Place of Business

The principal office and place of business of the Partnership (the "Office") shall be located at

#### Section 3. Business and Purpose

The business and purposes of the Partnership are to manage, and operate, grape vineyards. (the "Vineyards"), or interest therein, including but not limited to that certain parcel of land and such other businesses and purposes as the Partners may from time to time determine in accordance with Section 8 of this Agreement. **Section 4. Term** 

The Partnership shall commence upon the date of this Agreement, as set forth above.

Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue without defined term.

#### Section 5. Capital Contribution

**5.1.** The original capital contributions to the Partnership of each of the Partners shall be made concurrently with their respective execution, acknowledgement, sealing and delivery of this Agreement in the following dollar amounts set forth after their respective names:

Partner 1: Capital contribution includes his existing grape acreage as of \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_. Grape acreage is estimated, with a \_\_\_% margin of error, at \_\_\_\_\_ acres valued at approximately \_\_\_\_\_\_. An additional cash capital contribution of \$\_\_\_\_\_ will also be made. Capital contribution does not include any equipment, buildings, or open land.

Partner 2: Capital contribution valued at \$\_\_\_\_\_. The capital contribution is a combination of cash, financing and service. The respective values of each contribution are as follows: \_\_\_\_\_\_

**5.2.** Except as specifically provided in this Agreement, or as otherwise provided by and in accordance with law to the extent such law is not inconsistent with this Agreement, no Partner shall have the right to withdraw or reduce his or her contributions to the capital of the Partnership.

#### Section 6. Profit and Loss

**6.1.** The percentages of Partnership Rights and Partnership Interest of each of the Partners shall be as follows: Partner 1 Profit: %

Partner 2 Profit:	%
Partner 1 Loss:	%
Partner 2 Loss:	%

**6.2.** Except as provided in Section 7.3. of this Agreement, for purposes of Sections 702 and 704 of the Internal Revenue Code of 1954, or the corresponding provisions of any future federal internal revenue law, or any similar tax law of any state or jurisdiction, the determination of each Partner's distributive share of all items of income, gain, loss, deduction, credit or allowance of the Partnership for any period or year shall be made in accordance with, and in proportion to, such Partner's percentage of Partnership Interest as it may then exist. **Section 7. Distribution of Profits** 

**7.1.** Generally, 30% gross cash distribution in proportion to Partners percentages of partnership interest, will be made based on the scheduled payments of processors or within 60 days of payments being made.

**7.1.** Generally, 70% gross cash distribution in proportion to Partners percentages of partnership interest, will be withheld for 365 days to fund anticipated operating expenses of the partnership. Any remaining funds after 365 days will be distributed in proportion to Partners percentages of partnership interest.

**7.3** Generally, operating expenses will be shared at the time those expenses are realized in proportion to Partners percentages of partnership interest. While each purchase will not require an accounting of partnership interest, reimbursement to the payor, based on share, will be resolved every \_\_\_\_\_ months.

**7.4** Exception to section 7.2: Partner 2 will not be responsible for any operating expenses for the first \_\_\_\_\_ years. Share of expenses during that time will be limited to his capital contribution payments and withheld gross cash distributions.

#### Section 8. Management of the Partnership Business

**8.1.** All decisions respecting the management, operation and control of the Partnership business and determination made in accordance with the provisions of this Agreement shall be made based upon a majority share of the partnership in favor of the decision. Majority owner Partner 1 has the full intention of increasing the responsibility and stake of Partner 2's management, operation and control of the Partnership. Succession of such powers will take place, at first on a day to day basis. Later, based on performance, a management agreement will be incorporated into this Partnership.

**8.2.** Nothing herein contained shall be construed to constitute any Partner or the agent of another Partner, except as expressly provided herein, or in any manner to limit the Partnership to the carrying on of their own respective businesses or activities. Any of the Partners, or any agent, servant or employee of any of the Partners, may engage in and possess any interest in other businesses or ventures of every nature and description, independently or with other persons, whether or not, directly or indirectly, in competition with the business or purpose of the Partnership, and neither the Partnership nor any of the Partners shall have any rights, by virtue of this Agreement or otherwise, in and to such independent ventures or the income or profits derived therefrom, or any rights, duties or obligations in respect thereof.

**8.3.** The Partners shall devote to the conduct of the Partnership business so much of their respective time as may be reasonably necessary for the efficient operation of the Partnership business. That will include a significant amount of time during harvest in order to secure the use of Partner 1's custom harvest equipment and other equipment owned by Partner 1 for Partnership use during the growing season. At this time both partners expect to contribute approximately \_\_\_\_\_\_ hours annually. To the extent that partners cannot devote adequate time to the business due to health, outside ventures, jobs or other reasons said partner will be

responsible for finding replacement labor and covering the costs of said labor. **Section 9. Salaries** 

Unless otherwise agreed by the Partners in accordance with Section 8 of this Agreement, no Partner shall receive any salary for services rendered to or for the Partnership. At the discretion of majority partner, the minority partner will be eligible to receive up to \_\_\_\_% of the total equity interest in the operation per year based on performance of the Partner and the Partnership. It is the intent of the majority partner to begin making this transfer after \_\_\_\_ years.

#### Section 10. Legal Title to Partnership Property

Legal title to the property of the Partnership shall be held in the name of or in such other name or manner as the Partners shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the Partners may arrange to have title taken and held in their own names or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to property (or any part thereof) of the Partnership is solely for the convenience of the Partnership, and that all such property shall be treated as Partnership property subject to the terms of this Agreement. **Section 12. Fiscal Year Audits** 

This Partnership is the expansion of a small business built in family and trust. Records will be imperfect but maintained to current standards of the business. Audits would be impractical and expensive and rather than relying on outside auditors the partners will rely on themselves to fairly apportion expenses and profits. **Section 11. Banking** 

All revenue of the Partnership shall be deposited regularly in the Partners private savings and checking accounts at such bank or banks as shall be selected by the Partners. The Partners will not borrow any money by or on behalf of, the Partnership.

#### Section 13. Transfer of Partnership Interest and Partnership Rights

Except as otherwise provided in Sections 14, 15 and 16 hereof, no Partner (hereinafter referred to as the "Offering Partner") shall, during the term of the Partnership, sell, hypothecate, pledge, assign or otherwise transfer with or without consideration (hereinafter collectively referred to as a "Transfer") any part or all of his Partnership Interest or Partnership Rights in the Partnership to any other person (a "Transferee"), without first offering (hereinafter referred to as the "Offer") that portion of his Partnership Interest and Partnership Rights in the Partnership subject to the contemplated transfer (hereinafter referred to as the "Offered Interest") first to the Partnership, and secondly, to the other Partners, at a purchase price (hereinafter referred to as the "Transfer Purchase Price") and in a manner as follows:

**13.1.** The Transfer Purchase Price shall be \_\_\_\_% of the Appraised Value (as defined in Section 18.1.) except that start up assistance shall be deducted from the appraised value until 2035. Startup assistance is valued at \$\_\_\_\_\_.

**13.1.1.** The Offer shall be made by the Offering Partner first to the Partnership by written notice (hereinafter referred to as the "Offering Notice). Within \_\_\_\_\_ days (hereinafter referred to as the "Partnership Notice"), whether or not the Partnership shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If the Partnership accepts the Offer to purchase the Offered Interest, the Partnership Notice shall fix a closing date not more than \_\_\_\_\_\_ days (hereinafter referred to as the "Partnership Closing Date") after the expiration of the Partnership Offer Period.

**13.1.2.** In the event the Partnership decides not to accept the Offer, the Offering Partner or the Partnership, at his or its election, shall, by written notice (hereinafter referred to as the "Remaining Partner Notice") given within that period (hereinafter referred to as the "Partner Offer Period") terminating \_\_\_\_\_ days after the expiration of the Partnership Offer Period, make the Offer of the Offered Interest to the other Partners,

each of whom shall then have a period of days (the "Partner Acceptance Period") after the expiration of the Partner Offer Period within which to notify in writing the Offering Partner whether or not he intends to purchase all but not less than all of the Offered Interest. If two (2) or more Partners of the Partnership desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Partners shall have the right to purchase the Offered Interest in the proportion which their respective percentage of Partnership Interest in the Partnership bears to the percentage of Partnership Interest of all of the Partners who desire to accept the Offer. If the other Partners intend to accept the Offer and purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than days after the expiration of the Partner Acceptance Period (hereinafter referred to as the "Partner Closing Date"). **13.2.** The aggregate dollar amount of the Transfer Purchase Price shall be payable in cash on the Partnership closing date or on the Partner Closing date, as the case may be, unless the Partnership or the purchasing Partners shall elect prior to or on the Partnership Closing Date or the Partner Closing Date, as the case may be, to purchase such Offered Interest in installments pursuant to the provisions of Section 19. **13.3.** If the Partnership or the other Partners fail to accept the Offer or, if the Offer is accepted by the Partnership or the other Partners and the Partnership or the other Partners fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified in this Section 13, then the Offering Partner shall be free, for a period (hereinafter referred to as the "Free Transfer Period") of davs from the occurrence of such failure, to transfer the Offered Interest shall be liquidated based on the following method. To transfer interest to a third party the Partners will agree on which parcel or parcels of grape acreage should be liquidated. To the extent possible the liquidation will be limited to whole parcels totaling the offered interest. Either Partner has the right to reject liquidation of a partial parcel. Partner 1 has the right to reject the liquidation of

**13.4.** No transfer made pursuant to this Section 13 shall dissolve or terminate the Partnership or cause the Partnership to be wound-up, but instead, the business of the Partnership shall be continued as if such Transfer had not occurred.

#### **Buy Sell Agreement**

The parties agree to enter into a buy/sell agreement to effect purchase of the deceased Partner's share upon such Partner's death, to be funded by life insurance policies.

#### Section 15. Purchase Upon Bankruptcy or Retirement

**15.1.** Upon the Bankruptcy or Retirement from the Partnership of any Partner (the "Withdrawing Partner"), the Partnership shall neither be terminated nor wound-up, but, instead, the business of the Partnership shall be continued as if such Bankruptcy or Retirement, as the case may be, had not occurred, and the Partnership shall purchase and the Withdrawing Partner shall sell all of the Partnership Interest and Partnership Rights (the "Withdrawing Partner's Interest") owned by the Withdrawing Partner in the

Partnership on the date of such Bankruptcy or retirement (the "Withdrawal Date"). The Partnership shall, by written notice addressed to the Withdrawing Partner or to the legal representative of a bankrupt Partner, fix a closing date for such purchase which shall be not less than \_\_\_\_\_ days after the Withdrawal Date. The Withdrawing Partner's Interest shall be purchased by the Partnership on such closing date at a price (the "Withdrawing

Purchase Price"), which shall be \_\_\_\_% Appraised Value less the startup assistance of

(as defined in Section 18.1 of this Agreement.)

**15.2.** The aggregate dollar amount of the Withdrawing Purchase Price shall be payable in cash on the closing date, unless the Partnership shall elect prior to or on the closing date to purchase the Withdrawing Partner's Interest in installments as provided in Section 19 of this Agreement. **Section 16. Certain Further Events Giving Rights to Purchase Option** 

**16.1.** In the event that any Partner (the "Defaulting Partner"):

16.1.1. Shall have filed against him any tax lien respecting all or substantially all of his property and such tax lien shall not be discharged, removed or bonded within days of the date on which it was filed; or 16.1.2. Shall subject his Partnership Interest or Partnership Rights or any part thereof or interest therein to a charging order entered by any court of competent jurisdiction; then, immediately upon the occurrence of either of said events (the "Occurrence Date"), the Partnership shall have the right and option, exercisable by written notice to the

Defaulting Partner, within days of the Occurrence Date, to purchase from the

Defaulting Partner, who shall sell to the Partnership, all of the Partnership Interest and Partnership Rights (the "Defaulting Partner's Interest) owned by the Defaulting Partner in the Partnership on the Occurrence Date. The Partnership shall, by written notice delivered to the Defaulting Partner or his successors, fix a closing date for such purchase, which shall be not less than days after the Occurrence Date, but in no event longer than

days after the Occurrence Date. The Defaulting Partner's Interest shall be purchased by the Partnership on such closing date at a price (the "Defaulting Partner's Purchase Price"), which shall be the Value (as defined in Section 18.1 of this Agreement).

**16.2.** The aggregate dollar amount of the Defaulting Partner's Purchase Price shall be payable in cash on the closing date, unless the Partnership shall elect prior to or on the closing date to purchase the Defaulting Partner's Interest in installments as provided in Section 19 of this Agreement.

#### Section 17. Certain Tax Aspects Incident to Transactions Contemplated by this Agreement

It is the intention of the parties that the Transfer Purchase Price, the Decedent Purchase Price, the Withdrawing Purchase Price and the Defaulting Partner's Purchase Price shall constitute and be considered as made in exchange for the interest of the retired Partner in Partnership property, including good will, within the meaning of Section 736(b) of the Internal Revenue Code of 1954, as amended.

#### Section 18. The Appraised Value

**18.1.** The term "Appraised Value" as used in this Agreement shall be the dollar amount equal to the product obtained by multiplying (a) the percentage of Partnership Interest and Partnership Rights owned by a Partner by (b) the Fair Market Value of the Partnership's assets, as determined in accordance with Section 18.2. **18.2.** The Fair Market Value of the Partnership's assets shall be determined in the following manner: **18.2.1.** Within days of the date of the Offering Notice, date of the death of a Decedent, the Withdrawal Date or the Occurrence Date, as the case may be, the remaining Partners shall select an appraiser (the "Partnership Appraiser") to determine the Fair Market Value of the Partnership's assets, and the Partnership Appraiser shall submit his determination thereof within days after the date of his selection (the "Appraisal Due Date").

**18.2.2.** If the appraisal made by Partnership Appraiser is unsatisfactory to the Offering Partner, the personal representatives of the Decedent or Heir, the Withdrawing Partner or the Defaulting Partner, as the case may be, then within days after the date of the Appraisal Due Date, the Offering Partner, the personal representatives of the Decedent or Heir, the Withdrawing Partner or the Defaulting Partner, as the case may be, shall select an appraiser (the "Partner's Appraiser") to determine the Fair Market Value of the Partnership's assets, and such appraiser shall submit his determination thereof within days after the date of his selection.

**18.2.3.** If the appraisal made by the Partner's Appraiser is unsatisfactory to the remaining Partners, then the Partnership Appraiser and the Partner's Appraiser shall select a third appraiser (the "Appraiser") to determine the Fair Market Value of the Partnership's assets and such Appraiser shall submit his determination thereof within days after the date of his selection. The Appraiser's determination thereof shall be binding upon the Partnership, the remaining Partners and the Offering Partner, the personal representatives of the Decedent or Heir, the Withdrawing Partner or the Defaulting Partner, as the case may be.

**18.3.** Any and all appraisers selected in accordance with the provisions of this Section 18 shall be Chautauqua County area appraisers, who shall conduct appraisals provided for in this Section 18 in accordance with generally accepted appraising standards.

**18.4** Cost of the Partnership Appraiser shall be borne by the partnership; costs of the Partner's Appraiser shall be borne by the Partner or his estate. Cost of the Appraiser shall be borne equally by the remaining Partners, and the Offering partner, the personal representatives of the Decedent or Heir, the Withdrawing or the Defaulting Partner, as the case may be.

#### Section 19. Installment Payments

**19.1.** In the event that there shall be an election pursuant to the provisions of Sections 13.2, 14.2, 15.2 or 16.2 hereof to purchase (the Partner or the Partnership so purchasing shall be hereinafter, where appropriate, referred to as the "purchasing person", the Offering Partner's interest, the Decedent's Interest, the Withdrawing Partner's Interest or the Defaulting Partner's Interest, as the case may be (hereinafter where appropriate, referred to as the "Interest"), on an installment basis, then the terms and conditions of such installment purchase shall be as set forth in Section 19.1.1 and Section 19.1.2 in the case of an election pursuant to Section 13.2 or Section 14.2 and as set forth in Section 19.1.2 and Section 19.1.3 in the case of an election pursuant to Section 15.2 or Section 16.2 hereof.

**19.1.1.** XXX (XX%) of the Aggregate Purchase Price due for such Interest (hereinafter, where appropriate, referred to as the "Aggregate Purchase Price') shall be paid on the closing date; and

**19.1.2.** The remainder of the Aggregate Purchase Price shall be paid in XX (XX) equal consecutive annual installments on each anniversary of the closing date over a period, beginning with the year following the calendar year in which the sale occurred (hereinafter referred to as the "Installment Payment Period"). **19.1.3.** XXX (XX%) of the Aggregate Purchase Price due for such Interest (hereinafter, where appropriate, referred to as the "Special Aggregate Purchase Price") shall be paid on the closing date; and

**19.1.4.** The remainder of the Special Aggregate Purchase Price shall be paid in XX (XX) equal consecutive annual installments on each anniversary of the closing date over a period, beginning with the year following the calendar year in which the date occurred (hereinafter referred to as the "Special Installment Payment Period"). **19.1.5.** Anything contained in this Section 19 to the contrary notwithstanding, the entire unpaid balance of the Aggregate Purchase Price and Special Aggregate Purchase Price shall become immediately due and payable upon the sale, exchange, transfer or other disposition of all or substantially all of the Property or assets of the Partnership.

**19.1.6.** The purchasing person shall pay interest at a rate equal to the Consumer Price Index on each anniversary of the closing date during the Installment Payment Period or Special Installment Payment Period, as the case may be.

**19.2.** So long as any part of the Aggregate Purchase Price or Special Aggregate Purchase Price remains unpaid, the Partners shall permit the Offering Partner, the personal representatives of the Decedent or the Heir, the Withdrawing Partner (or the legal representative of the Withdrawing Partner in the event of the bankruptcy of the Withdrawing Partner) or the Defaulting Partner, as the case may be, and the attorneys and accountants of each of the foregoing persons, to examine the books and records of the Partnership and its business following the event that shall have given rise to the election referred to in Section 19.1 hereof during regular business hours from time to time upon reasonable prior notice and to receive copies of the annual accounting reports and tax returns of the Partnership.

#### Section 20. Delivery of Evidence of Interest

On the closing date, upon payment of the Aggregate Purchase Price for the purchase of the Interest hereunder or, if payment is to be made in installments pursuant to the provisions of Section 19 hereof, upon the first payment, the Offering Partner, the Withdrawing Partner, the personal representative of the Withdrawing Partner (in the event of the bankruptcy of the Withdrawing Partner) or the Defaulting Partner, as the case may be, shall execute, acknowledge, seal and deliver to the purchasing person such instrument or instruments of transfer to evidence the purchase of the Interest (the "Instrument of Transfer") that shall be reasonably requested by counsel to the purchasing person in form and substance; reasonably satisfactory to such counsel. If a tender of the Aggregate Purchase Price or Special Aggregate Purchase Price or, if payment is to be made in installments pursuant to the provisions of Section 19.1 hereof, the tender of the first payment thereof, shall be refused, or if the Instrument of Transfer shall not be delivered contemporaneously with the tender of the Aggregate Purchase Price or Special Aggregate Purchase Price or of the first payment thereof, as aforesaid, then the purchasing person shall be appointed, and the same is hereby irrevocably constituted and appointed the attorney-in-fact with full power and authority to execute, acknowledge, seal and deliver the Instrument of Transfer. **Section 21. Family Members** 

For purposes of this Agreement, members of the "immediate family" of a Partner are hereby defined to be such person's spouse or children. **Section 22. Notices** 

Any and all notices, offers, acceptances, requests, certifications and consents provided for in this Agreement shall be in writing and shall be given and be deemed to have been given when personally delivered against a signed receipt or mailed by registered or certified mail, return receipt requested, to the last address which the addressee has given to the Partnership. The address of each partner is set under his signature at the end of this Agreement, and each partner agrees to notify the Partnership of any change of address. The address of the Partnership shall be its principal office.

#### Section 23. Governing Law

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights, duties, obligations and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of New York. **Section 24. Miscellaneous Provisions** 

**24.1.** This Agreement shall be binding upon, and inure to the benefit of, all parties hereto, their personal and legal representatives, guardians, successors, and their assigns to the extent, but only to the extent, that assignment is provided for in accordance with, and permitted by, the provisions of this Agreement.

**24.2.** Nothing herein contained shall be construed to limit in any manner the Partners, or their respective agents, servants, and employees, in carrying on their own respective businesses or activities.

**24.3.** The Partners agree that they and each of them will take whatever action or actions as are deemed by counsel to the Partnership to be reasonably necessary or desirable from time to time to effectuate the provisions of intent of this Agreement, and to that end, the Partners agree that they will execute, acknowledge, seal and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement, or any of the provisions hereof.

**24.4.** Throughout this Agreement, where such meanings would be appropriate: (a) the masculine gender shall be deemed to include the feminine and the neuter and vice-versa, and (b) the singular shall be deemed to include the plural, and vice-versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

**24.5.** This Agreement and exhibits attached hereto set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations, oral or written, express or implied, among them other than as set forth herein.

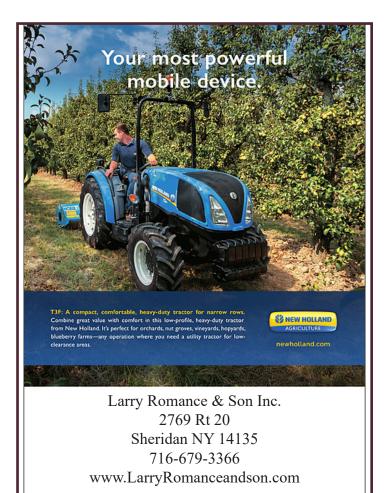
**24.6.** Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the Partners have no legal right to contract, the later shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

**24.7.** Each married party to this Agreement agrees to obtain the consent and approval of his or her spouse, to all the terms and provisions of this Agreement; provided, however, that such execution shall be for the sole purpose of acknowledging such spousal consent and approval, as aforesaid, and nothing contained in this Section 24.7 shall be deemed to have constituted any such spouse a Partner in the Partnership.

**24.8.** Each partner agrees to insert in his Will or to execute a Codicil thereto directing and authorizing his personal representatives to fulfill and comply with the provisions hereof and to sell and transfer his percentage of Partnership Interest and Partnership Rights in accordance herewith.

**24.9.** The Partnership shall have the right to make application for, take out and maintain in effect such policies of life insurance on the lives of any or all of the Partners, whenever and in such amounts as the Partners shall determine in accordance with Section 8 of this Agreement. Each Partner shall exert his best efforts and fully assist and cooperate with the Partnership in obtaining any such policies of life insurance.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and acknowledged this Agreement as of the date first above written.





## Vineyard Improvement Program

Kimberly Knappenberger, Viticulture Assistant, LERGP

#### New York State Vineyard Improvement Program

My apologies to our readers in Pennsylvania! The last press release sent out was not specific enough that the Vineyard Improvement Program is a New York state grant for New York state vineyards. To my knowledge there is not a similar program for Pennsylvania land owners. The Vineyard Improvement Program covers 13 counties in New York State. These counties include the Southern Tier: Chautauqua, Cattaraugus, Allegany, Steuben, Schuyler, Chemung, Tompkins, Tioga, Broome, Chenango, and Delaware counties; as well as Erie and Niagara counties in New York.

For those landowners/growers in the 13 eligible counties, there is still plenty of grant money available, but you need to apply. The grant will reimburse 50% of removal costs up to \$1,500 and 25% of replant costs\* up to \$1,500 for a total of \$3,000 per acre. We have finalized 3 reimbursements at this time and have 13 more pending completion of their projects. Because this is a reimbursement project, payment is made only after the project is completed and paperwork submitted.

Applications should be submitted prior to vineyard removal as this is available only for Concord vineyards. Once accepted, the applicant has one year to complete the removal and two additional years to complete the replant after which the reimbursement is made for the entire project. To learn more about this opportunity, visit our website at lergp.com and click the big purple button that says Vineyard Improvement Program, or call Kim at 716-792-2800 ext. 209.

\*The land must be replanted to an agricultural commodity. Reimbursement can only be made for perennial crops of vines or trees, it does not reimburse seed cost.



#### Penn State Viticulture Extension Educator Announcement

It is with great pleasure that we announce that Cain Hickey has been hired as the statewide Penn State Viticulture Extension Educator. Cain is a native to North East (Erie County, PA), where the high school mascot is the "Grape Pickers." He has been involved in viticulture research and extension since 2007, when he was employed at the Penn State Lake Erie Regional Grape Research and Extension Center. After graduating with a BS in Horticulture from Penn State, Cain began his graduate studies in viticulture at Virginia Tech where he worked alongside Dr. Tony Wolf, earning his MSc in 2012 and PhD in 2016. He was a post-doctoral research associate in viticulture at the Cornell Lake Erie Regional Extension Laboratory from 2016 to 2017. Cain has presented at state, regional, national, and international academic and industry conferences, and



has developed and coordinated numerous extension workshops. He has authored peer-reviewed journal articles and extension publications. His research has an applied viticulture emphasis, and has recently been focused on cultivar evaluation, pruning, trellising, and fruit-zone management as they relate to crop yield and quality and spring frost mitigation. He was recently recognized as a member of the "Fruit + Vegetable 40 under 40" class of 2019, a national award given to 40 young leaders working in the fruit and vegetable industries. Cain is currently the Viticulture Extension Specialist in the Horticulture Department at the University of Georgia. He will begin his appointment as Viticulture Extension Educator at Penn State on May 1, based in University Park. Cain looks forward to working with the Pennsylvania grape and wine industry to solve vineyard management issues and optimize crop production practices.

Penn State Extension would like to express our sincere appreciation to the PDA Wine Marketing Research Board and the Pennsylvania Wine Association for their generous support for the Viticulture Extension Educator position.



swnyteam@cornell.edu

#### **Cornell Cooperative Extension**

Southwest NY Dairy, Livestock and Field Crops Program

swnydlfc.cce.cornell.edu

A partnership between Cornell University and the CCE Associations in these five counties: Allegany, Cattaraugus, Chautauqua, Erie, and Steuben.

#### CORE Pesticide Training & NYSDEC Exam

#### \*Pre-Exam Training and Test to Become a Certified Pesticide Applicator\*

## CORE PESTICIDE TRAININGS

#### - PRE-REGISTER 3 DAYS PRIOR TO DESIRED EVENT -

**Register by calling:** Kelly Bourne at 585-268-7644 ext. 10 or email at klb288@cornell.edu or sign up online at: <u>https://swnydlfc.cce.cornell.edu/events.php</u>

For event information contact: Josh Putman, Field Crops Specialist, at 716-490-5572 or jap473@cornell.edu.

Workshop cost: \$20/person Checks payable to: SWNYDLFC Pay by card through online registration.

Please plan to bring your own lunch as it will NOT be provided.

Training classes will be held on:

#### Thursday, March 26, 2020 from 8:30AM - 12PM

CCE-Chautauqua @ JCC-Carnahan Center 241 James Avenue Jamestown, NY 14702

Thursday, April 2, 2020 from 8:30AM - 12PM

CCE-Steuben 20 East Morris Street Bath, NY 14810

#### THE CERTIFICATION EXAM

Will be administered following each training from 1PM-4PM by **DEC** to qualified applicants.

#### Fee for the exam is \$100.

Checks or money orders payable to **NYSDEC** the day of the exam.

To register for the exam, or for exam related questions, please contact:

Rob Freese (Jamestown event) at 716-851-7275 or Chris Wainwright (Bath event) at 607-622-8264.

#### You MUST pre-register for the exam!

All participants will need to have the most recent CORE manual and applicable category manuals.

\*\*CORE and category training manuals are available through the Cornell Store by calling (800) 624-4080 or visiting: <u>http://store.cornell.edu/c-876-manuals.aspx</u>

## 3.0 Pesticide recertification credits in the CORE category have been applied for.

Participants looking to receive their applicators license must have experience working on their own farm, or through employment on another farm. **Participants must register directly with DEC to take the exam!** 

If you have any questions on exam eligibility they will be answered by DEC representatives.

#### This training DOES NOT qualify for the 30 hour pre-test commercial training.

The SWNY Dairy, Livestock & Fields Crops Program offers educational programming and research based information to agricultural producers, growers, and agribusinesses. Cornell Cooperative Extension is an employer and education recognized for valuing AA/EEO, Protected Veterans, and Individual with Disabilities and provides equal program and employment opportunities. For accommodations, please contact Josh Putman 716-490-5572 or jap473@cornell.edu at least one week prior to the event.

## Other links of interest:

#### LERGP Web-site:

Cornell Cooperative Extension website:

Cornell CALS Veraison to Harvest Newsletter:

**Efficient Vineyard:** 

**Appellation Cornell Newsletter:** 

