

TOWN COUNCIL MEETING: JANUARY 23, 2024

WRITTEN TESTIMONY: PUBLIC HEARING - EXTENSION OF FARMLAND GROUND LEASE - LITTEL ACRES FARM MARKET - 297 MATSON HILL ROAD

First Name Last Name Street Address Written Testimony: Per Council rules & procedures, testimony at public hearings is limited to 5 minutes. Please limit your written testimony to what can be reasonably read to the record of the public hearing in 5 minutes.

Paul Gondek 87 Ferry Lane

1/23/24 Dear Glastonbury Town Council, I am an owner and farm the land located at 280-300 Matson Hill Rd., Rose’s Berry Farm. I am requesting a lease of some parts of 297 Matson Hill Rd., previously part of Rose’s Berry Farm. Our farm would like to lease some of the property including buildings and use of water from the pond with existing underground pipes supporting irrigation for 280-300 Matson Hill Rd. This is needed for irrigation and frost protection, and has been part of the farm in years past. The lease drafted for Belltown Orchards including water from the pond for irrigation on the acreage they own, also previously part of Rose’s Berry Farm, does not interfere with our request. We are in support of this lease but question the terms of \$1 per year for 15 years while other farmers in town pay in the range of \$100 per acre per year or bid on property such as The Old Cider Mill. The lease drafted for Littel Acres Farm Stand contains buildings that could support our farm. As the 17 acres in that proposed lease is mixed use, it makes sense to support other local farms and businesses, not just one. There are other farms in town besides ours that were not given equal opportunity to bid on and lease this property. The property contains a few acres of crops and many commercial and residential income producing buildings. It is hard to understand the economic impact to the taxpayers supporting repair and maintenance, capital improvements, new road, future drainage due to asphalt road on steep slope, etc. For the town to support one business for 15 years at \$1 per year, paying expenses while Littel Acres Farm Stand collects rental revenue not connected to farming is a questionable financial decision. The income potential for the town leasing the farm land at the going rate combined with collecting the money from residential properties already paying rent and the commercial properties on site could be used to fund the expenses of the property.

Sandra Gondek 87 Ferry Lane

1/23/24 Dear Glastonbury Town Council, I urge you to vote not to approve the extension of the farmland ground lease with Littel Acres Farm Market for 17 acres located at 297 Matson Hill Rd. The selection of this business without a fair and equitable bidding, application and selection process is unjust. The mixed use of this property involving farmland, income producing residential homes and commercial buildings is not simply a farm ground lease. The fiscal terms of \$1 per year with many expenses covered by tax payers combined with length of the lease being 15 years to one business does not meet comparable terms of other such property in the area. I hope you can divide this property into farmland, housing, commercial buildings, formulate separate leases charging feasible rates to alleviate taxpayer burden then allow all Glastonbury farms, farm stands or suitable businesses to legally bid for use. Please reevaluate the legal and financial terms for a fair bidding process and a feasible rate of return on this investment. Please extend equal opportunity to all. Please excuse yourself if you are supporting a friend, have a financial gain to be made, have abutting property or are intentionally misleading the taxpayers by providing an income producing opportunity to Littel Acres Farm Market without due diligence to the taxpayers.

Brittney Gondek 35 Dickinson rd

I encourage you to vote against the lease with Littel Acres for 17AC on Matson Hill. The lease is vague in allowing for sub letting, open ended use of the land and buildings, what happens if the lessor is no longer able to take care of the land in this 15 year period, what the town is responsible for and where all the money from the income producing buildings would go. This section of land consists of mostly commercial & income producing residential buildings. It makes sense to lease farm land to a farmer but not commercial & residential income producing buildings. The town needs a property manager with experience in building maintenance & management. There is immediate attention needed at many of these buildings but this is all left unsaid? The taxpayers will take on the entire burden? While the lessor pays \$1 to the town for 15 years? Many of the previous council members I have confided in made it clear that if there is any conflict of interest that party should stand down for a vote. This would include being friends with the person the town is making a deal with, being part of a business or farm nearby where the use could directly effect you, having a deal in the background with a local business man who has spoken out against the town buying development rights. The council is here to serve its citizens not the council to serve themselves. The people in this town deserve ethical behavior, fair treatment & to be presented with all information before a vote is made. Nothing in this process should be a secret or made to look different than it is to the towns people. All farms & businesses deserve a fair chance at leasing this land. An outside expert should be hired to help in the decision of who best would represent the town in the leasing of the farmland and the structures on this parcel. One that has no prejudice against or friendships with the prospective lessor. More due diligence is needed by the town before making a 15 year financial mistake.

Jake Scoville 35 Dickinson rd

I ask you to vote against the lease with Littel Acres Farm for 17AC at Matson Hill. The drafted lease for this land is a disservice to the taxpayers in this town. Historically the town has never cut a deal for a business that is remotely close to this \$1 a year for 15 years? We should be leasing to the highest bidder or taking the burden off the tax payer completely & letting the development rights to be sold. The town & tax payers will fund building maintenance while the lessor pays \$1? Why is the town allowing income producing building rental income to go to someone with a \$1 investment? The town could split off the small amount of farmland to a farmer and the rest to be taken care of by a property management company with income going towards maintenance and the towns budget. Why aren't any other farmers or business owners in this town being given the lottery win of collecting the potential of over \$100,000 with an investment of \$1? Can the lessor live on the property in one of the houses, free of a mortgage & taxes for \$1 per year for the next 15 years? The lease does not answer any of these questions. A lease of this stature & length, as any commercial lease should be much more detailed. An expert should be hired to guide in better protecting the town. Why has all this information not been disclosed to the tax payers in this town who will be funding this? Has the town explored what this money could go towards now that the town will no longer collect tax dollars from this parcel and will only have \$1 per year coming in? There are other farm leases in town where rent is paid for the town owned farm land. Most bid on every year, not \$1 per year & not locked up for 15 years? I had many other questions that I thank Witt for standing behind. The town citizens still do not have the answers to the questions asked? A decision can't be made until all the due diligence is done. The town council is here to serve the tax payers and we deserve clarity & transparency.

CT General Statute reads Volume II Title 98 Municipal Powers Sec. 7-148v. Requirements for competitive bidding. Purchase from person having contract to sell goods or services. (a) Notwithstanding the provisions of any municipal charter or any special act to the contrary, any municipality may, by ordinance, establish requirements for competitive bidding for the award of any contract or the purchase of any real or personal property by the municipality. Such ordinance may provide that, except as otherwise required by any provision of the general statutes, sealed bidding shall not be required for contracts or purchases having a value less than or equal to an amount established in the ordinance, which amount shall not be greater than twenty-five thousand dollars. Nothing in this section shall be deemed to invalidate any ordinance enacted by a municipality prior to October 1, 1989.

susan mann 184 minnechaug dr

Nothing in this section and no ordinance adopted pursuant to this section shall be construed to limit the ability of a municipality to enter into a contract pursuant to section 4a-53a. The town of Glastonbury should put out to bid the leasing contract for the Matson Hill property which the town owns. The CGS VII Title 98 provides that municipalities put out for bid contracts with value of greater than \$25,000. The proposed contract lease of property is for 15 years; many acres, residential and commercial buildings, and water rights; the actual value far exceeds \$25,000 threshold even if the town places a lesser value on it. The town should put it out to bid to not be in violation of CGS. Additionally, if the town signs the proposed contract the tax payers will be hurt by lack of competitive bidding. Other members of the community will be harmed by not receiving equal access to protection under CGS

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Evan Lentz 1376 Storrs Rd.
Storrs, CT 06269

Town Council, I write to you in full support of the Extension of Farmland Ground Lease for Belltown Hill Orchards. I have worked closely with Belltown over the past 6 years as an Extension Educator at the University of Connecticut, though their involvement with the Extension system extends well past this. I attest to their fitness in being suitable stewards of the farmland extension acreage as they have continually demonstrated a keen ability to protect and maintain farmland; serve as an industry leader; and advance agricultural research through continual participation in UConn Extension programs all while producing affordable, local, and healthy food for the community. As a commercial fruit production and integrated pest management (IPM) specialist, I have extensive experience in intensive agriculture systems and understand the potential environmental impacts of farming. Belltown has been continually engaged in an IPM program, designed to minimize the environmental impacts of pesticides through the selection of less harmful materials and reducing the overall on-farm use of pesticides. Beyond this, Belltown employs various other sustainable and regenerative agricultural practices including maintaining soil health and vegetative cover, reducing erosion and runoff, and increasing carbon capture. Belltown has demonstrated a dedication to education – pursuing educational credits in excess of what is needed to maintain certifications and even seeking educational opportunities outside of the state. Belltown serves as an industry leader, often hosting educational meetings, equipment demonstrations, and other grower events to support the educational needs of the state’s fruit-growing community, and at their own expense. Belltown has participated in a range of research projects to advance the industry, including invasive insect monitoring and technology development designed to reduce the environmental impacts of farming. I can provide data to support this letter. Thanks.