Participation in the August 3, 2020 Board of Selectman Meeting is only available via Zoom. You may participate through your computer or dial in by phone. You be prompted for the meeting ID and password for both options.

Link from computer to join Zoom meeting: 
https://us02web.zoom.us/j/83816938506?pwd=Wk51L05MR0pmaHRxbDYwRlV0ajkzdz09

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Meeting ID: 838 1693 8506
Passcode: 852073
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TOWN OF GRANBY
BOARD OF SELECTMEN
REGULAR MEETING
MONDAY, AUGUST 3, 2020
VIA ZOOM
7:00 P.M.
AGENDA

I. PLEDGE OF ALLEGIANCE

II. PUBLIC SESSION

III. MINUTES
   A. Approval of Meeting Minutes – July 20, 2020

IV. UNFINISHED OR TABLED BUSINESS
   A. Consideration of Interest in Town-Owned Land at 107 East Street

V. BUSINESS
   A. Resignations and Appointments
      Vacancies: Conservation Commission (1)
   B. Consideration of STEAP Grant Application
   C. Consideration of Re-Opening Tri-Town Cable Fund for Tracking PEGPEDIA Grant
   D. Executive Session: Pursuant to Conn. Gen. Statute 1-200(2), the Board moves to go into Executive Session to Discuss Collective Bargaining. Town Manager John D. Ward and Administration Finance Officer Kimi Cheng are invited to attend.

VI. TOWN MANAGER REPORTS

VII. FIRST SELECTMAN REPORTS (B. Scott Kuhnly)

VIII. SELECTMAN REPORTS
      (Glenn G. Ballard, Sally S. King, Mark C. Neumann, and Edward E. Ohannessian)
IX. ADJOURNMENT

The next regular meeting is scheduled for Monday, August 17, 2020.
The regular meeting of the Board of Selectmen was called to order by First Selectman B. Scott Kuhnly at 7:02 p.m.

PRESENT: B. Scott Kuhnly, Glenn Ballard, Sally King, Mark Neumann, Edward Ohannessian, John D. Ward, Town Manager

I. PLEDGE OF ALLEGIANCE

II. PUBLIC SESSION

Anna Sogliuzzo, 15 Old Orchard Road, asked the Board if the Agbotic offer is going to be made public. First Selectman Kuhnly indicated Mr. Preete provided information in his presentation, which included his offer. She feels the offer contains more detail than what is in the packet. Town Manager Ward noted the price options are in the memorandum which is the key component to the discussion tonight. Anna responded the details would have to be worked out and it would be beneficial to Granby.

William Glueck, 18 Barkhamsted Road, noted he is pleased to see this issue on the agenda tonight. He is aware that it is a complex proposal with many details to work out. He hopes it will become public and go through the same process that has been done in the past, i.e. informational meetings, etc. He hopes the Board will not be voting on this tonight because he feels the public has not been informed.

III. MINUTES

ON A MOTION by Selectman Neumann seconded by Selectman King, the Board voted unanimously (5-0-0) to approve the minutes of the Public Hearing of June 1, 2020.

ON A MOTION by Selectman Neumann, seconded by First Selectman Kuhnly, the Board voted unanimously (5-0-0) to approve the minutes of the regular meeting of June 15, 2020.

ON A MOTION by Selectman Neumann, seconded by Selectman Ohannessian, the Board voted unanimously (5-0-0) to approve the minutes of the regular meeting of July 6, 2020.

IV. UNFINISHED OR TABLED BUSINESS

No unfinished or tabled business was before the Board.

V. BUSINESS

A. Resignations and Appointments to be Considered

No resignations or appointments were received.

Vacancies: Conservation Commission (1)
B. Consideration of Interest in Town-Owned Land at 107 East Street

Town Manager Ward gave a brief recap of what has been presented over the past several weeks regarding the firm Agbotic, Inc. and their unsolicited offer to the town of $675,000 for the purchase of 107 East Street.

The land was purchased by the Town in 2012 for $2,470,000 and the most recent appraisal done in 2018 estimated the land had a fair market value of $1,500,000 in its entirety. If the town were to sell the development rights and accept the conservation easement, the value would decrease to $675,000. Currently, there is a license for use of the land held by Northern Valley Farms, Inc. for a fee of $13,130 per year through the year 2023. The agreement contains an option for the Town to terminate the license at the end of the calendar year.

Town Manager Ward indicated although there are no real details on the proposed Agbotic buildings, the Town Assessor has estimated a rough assessment of property taxes to be $100,000 per year.

The town took out a 20-year bond for the $2.7M. There are now twelve years remaining on the bond. Because bond funds were used, any proceeds from the sale of the land would have to be used to pay off either debt or one of the capital projects approved at referendum. If the board would like to pursue this further, there are several procedural steps that are required. There would need to be an affirmative vote by the Board of Selectmen, followed by the Board of Finance, and then an affirmative vote at a Town Meeting.

Selectman King inquired about the remaining balance of the bond. The Town Manager noted it was part of a bond package that also included several projects at the high school. Mr. Ward did not have the numbers available but there is over half of $2.47M left to be paid off, including interest, which would be approximately $1.3M. The annual debt payment is in the budget, but that incorporates all the bonds that have been taken out over the past 20 years.

Selectmen Neumann inquired if the state would be willing to pay development rights. The Town Manager reported it is unknown and would most likely have to be part of the sale.

Selectmen King suggested consulting with someone who is familiar with this type of company. If we’re going to pursue this proposal, we should get feedback on what the chances of success are, the current, what similar companies doing, etc. Selectman Ohannessian reminded others that the town was keeping the land open for future town needs. The land is not for sale and was not advertised. If we want to sell it, an RFP should be done to see if there are other options. It was suggested Agbotic could look at other property, possibly Holcomb Farm. Selectman Neumann indicated the lack of development rights reduces the land offer dramatically. He doesn’t see the value in discussing the current offer. Selectman Ballard suggested dividing the land, selling Agbotic the 40 acres they want and negotiating a deal. The town should provide a counter offer.
ON A MOTION by Selectman Ballard, the Board authorizes the Town Manager to negotiate a deal with Agbotic Inc. for the sale of 40 acres at 107 East Street at a percentage of the appraised value. There was not a second to the motion. The motion does not move forward.

Town Manager Ward reminded the board Agbotic Inc. gave a presentation. Although they sent a six page draft and sales agreement, there was not a formal submission. There was no mention of 40 acres or tax abatement, and no agreements were signed. If we are to move forward, more details are needed. Town Manager Ward indicated he would email Mr. Preete requesting a more detailed proposal with specifications, including how this will decrease our bond payments.

ON A MOTION by Selectman King, seconded by Selectman Kuhnly, the Board voted unanimously (5-0-0) to authorize Town Manager Ward to obtain more information from Mr. Preete of Agbotic Inc.

ON A MOTION by Selectman Ballard, seconded by Selectman Kuhnly, the Board voted unanimously (5-0-0) to amend the previous motion to include a timeframe to reach-out to Agbotic Inc. within the next 10 days.

C. Consideration of the Awarding of the Contract for Architectural Services for the Granby Memorial High School to DRA

The School Projects Building Committee drafted an RFP to solicit bid proposals for architectural services for five projects at the Granby Memorial High School. The projects consist of making improvements to the following areas:

- College and career ready rooms
- Performing arts storage space
- Instrument assembly room
- Library media room
- High school kitchen facilities

Four firms submitted proposals. Of the firms that were interviewed, Drummey Rosane Anderson, Inc. ("DRA") of South Windsor was selected by the Building Committee. They were the lowest bidder and highest in regards to qualifications. The work will be paid for with bond money and is eligible for a grant from the School Grants Program. The contract was prepared by the Town Attorney.

ON A MOTION by Selectman King, seconded by Selectman Neumann, the Board voted unanimously (5-0-0) to authorize the Town Manager to award and execute the architectural contract for five high school projects to the firm of Drummey Rosane Anderson, Inc.

VI. TOWN MANAGER REPORTS

A. Budget Operations – June 2020

The Town Manager reviewed the June 2020 budget indicating collection rate is at 102%, as well as State Education totals which also have a final payment due for Special Education/Excess. State Municipal totals are at 126%. Town Clerk fees are
$180,823 over the budgeted amount. Building permits are $191,933 over the budgeted amount and short-term investments are $188,367 over the budgeted amount. The General fund is in a good position. There is $1.8 million unspent. The Board of Education is returning $706,000 to the town. In 2021, the town and BOE took in more revenue and spent less. There are still some June expenses to be paid but we are in a very good position right now.

Selectman Ohannessian questioned how the short-term investments did so well. The Town Manager responded the market has been better than it has been historically.

Town Manager Ward announced a target date of August 10th to reopen town hall. Plexiglass barriers have been installed in offices. Signage is installed and everyone will be required to wear a mask. The Library has been doing curbside pick-up and is looking to possibly open three to four days a week. Recreation and Leisure Services has been up and running for some time now but playgrounds are still closed as the state has not provided any guidance as of yet. The Board of Education is working to reopen schools this fall. In regard to the Senior Center, they serve the most at-risk group. Their reopening will evolve over time and most likely in stages. There hasn’t been reopening guidelines from the state as of yet. Indoor congregation is high risk, as are those individuals 65 years of age and older. The senior van is still in service.

The Town Manager continues to encourage patrons to use the telephone, the internet, and email to conduct business.

Selectman Neumann inquired about the primary and its location. It was noted the primary will be held at the high school.

Selectman Ohannessian inquired about reimbursement for personal protection equipment (PPE). Town Manager Ward responded reimbursements are first submitted to FEMA and any remaining balance is then submitted to the State.

It was noted the Governor’s Executive Orders are in effect until September 9, 2020. Meetings can be held in person, as long as social distancing is practiced, but Zoom is still required for meetings to allow anyone to attend.

Selectman Ballard asked for an update on Kearns School. Town Manager Ward reported he delayed the Request for Proposal (RFP) because the Board of Education mentioned they may be interested in the building. They have since decided they are no longer interested and the RFP will now be issued.

Town Manager Ward announced the return of Director of Community Development Abby Kenyon for Thursday July 23rd. She has been kept abreast of things and will be up to speed when she returns. A big thank you goes out to Dominic Caruso for filling in for Abby during her leave of absence. Also, the retirement of Kerry Kielbasa was announced. She was a true professional and will be greatly missed.

Updated information for the bond projects and MIRA are in the Selectmen packets. Governor Lamont has announced he will not use taxpayer funds to help finance and overhaul MIRA. The plan at this time is to ship the waste out of state. The Legislative special session is scheduled for July 21st or 23rd. Police accountability and transparency are issues expected to be discussed. Amy McCue, Director of Library
Services, has been awarded a $64,000 public utility grant to link the Cossitt Library CT Education Network with internet access. Matching funds are not required by the town.

Selectman Ballard inquired if the town is still obligated to send trash to MIRA. Town Manager Ward responded the contract expires in 2027 but there is an opt-out option every year. We are locked in until February. The Selectmen discussed what their options might be in the future.

B. Capital Project Activity Update

Addressed during Town Manager reports.

VII. FIRST SELECTMAN REPORTS (B. Scott Kuhnly)

First Selectman Kuhnly reported the second August meeting of the Board of Selectmen may be held at the Senior Center with masks and social distancing. Zoom will continue as well. We will let folks know.

First Selectman Kuhnly announced the Town of Granby will have an official Facebook page. This will be for posting information only, not for discussion. This has been in the works for quite some. The Town Manager, Town Attorney, First Selectman Kuhnly and administrators worked together to make this happen. The town website will continue as the primary portal for information.

VIII. SELECTMAN REPORTS (Sally King, Vice Chairman; Glenn Ballard, Mark Neumann, Edward Ohannessian and Student Liaison)

Selectman Neumann reported, from his own personal experience, the bear barrels work.

Selectman Ballard spoke of the letter the Selectmen received from Michael Guarco indicating this has been a rough year for everyone. He indicated he didn’t see this letter posted anywhere and doesn’t know why. The town did not increase taxes to residents this year and any shortfall was made up from the General Fund. The public needs to know that we are dipping into the pot and that we can’t just keep kicking the can down the road. Let folks know the financial reality. Selectman Ballard also stated this is the perfect time to review each department to help with next year budgeting. First Selectman Kuhnly responded the letter was not just for the Selectmen, it was also printed in the Granby Drummer for residents to read.

IX. ADJOURNMENT

ON A MOTION by Selectman Ohannessian, seconded by First Selectman Kuhnly the Board voted unanimously (5-0-0) to adjourn the meeting at 8:16 p.m.

Respectfully submitted,

John D. Ward
Town Manager
TOWN OF GRANBY

MEMORANDUM

DATE: August 3, 2020

TO: Board of Selectmen

FROM: John D. Ward, Town Manager

REGARDING: V. BUSINESS – ITEM B

Consideration of STEAP Grant Application

Administration is seeking approval to apply for funding through the 2020 Small Town Economic Assistance Program (“STEAP”). It would like to request the maximum award of $128,205 from STEAP with the requirement of a municipal match to fund the following projects at Holcomb Farm:

Farm House Improvements

- $1,000 - chimney repairs
- $5,000 - miscellaneous carpentry repairs
- $30,000 - vinyl siding
- $5,000 - scrape and prime areas and dispose of potential lead paint

Rest Room Upgrades

- $210,000 - restroom and septic system upgrades.
- $2,000 - electrical upgrades

The current restrooms do not provide enough service for large special events/weddings and are not ADA compliant nor do they have child changing areas. The restroom work would include removal of antiquated plumbing fixtures (sink, mirrors, toilets etc.) and build out of area for bride/groom to change. Septic system will be moved to accommodate renovation.

Total Project Cost: $253,000 (128,205 STEAP, 124,795 Town)

With prior STEAP grants, a match was not required. With this in mind, no funds were appropriated in the 20-21 budget to fund the above projects. Funding would be requesting from the general fund or the recreation fund. The recreation fund budgeted $120,550 to transfer to CIP for these projects:

SBP Benches & Umbrella Repl. - $5,000
SBP Landscaping & Signage - $5,000
SBP Dock Replacement - $6,050
SBP Tennis & Basketball Ct Repairs - $11,000
SBP Small Playground Upgrades - $93,500

I would suggest that the playground upgrades be placed on hold and the $93,500 be reallocated to the bathrooms.
PROPOSED MOTION: THE ADMINISTRATION IS AUTHORIZED TO SUBMIT A GRANT TO STEAP FOR THE PROPOSED IMPROVEMENTS TO HOLCOMB FARM

cc: Kirk Severance, Public Works Director
    Kristine Vincent, Director of Recreation and Leisure Services
TOWN OF GRANBY

MEMORANDUM

TO: Board of Selectmen

FROM: John D. Ward, Town Manager

REGARDING: V. Business – Item C
Consideration of Reopening Tri-Town Cable Fund for Tracking PEGPETEDIA Grant

GCTV applied for PEGPETEDIA grant and was awarded $146,839.00. It is recommended by the auditors that the Town should track the spending of the grant to ensure we comply with the grant requirements since the Town’s Tax ID was used in the grant application. To do so the Town needs to reopen Tri-Town Cable fund that was formally closed in 2017 by the BOS for the purpose of tracking grant expenditures.

I am recommending the reopening of Tri-Town Cable Fund by adoption of the following resolution.

BE IT RESOLVED THAT: The Board of Selectmen of the Town of Granby hereby reopens Tri-Town Cable Fund. Said fund shall be reopened to track PEGPETEDIA grant expenditures. The source of this fund shall be from PEGPETEDIA grant.

The Granby Town Manager shall disburse funds in accordance with procedures with Town of Granby policy and grant requirements.

Any balance remaining in said fund, should the fund be dissolved, shall meet the requirements of grant commitments or be returned to the Town’s General Fund or as determined by the Board of Selectmen.

PROPOSED MOTION: THE BOARD OF SELECTMEN APPROVES TO REOPEN TRI-TOWN CABLE FUND FOR THE PURPOSE OF TRACKING PEGPETEDIA GRANT EXPENDITURES AND SAID FUND SHALL BE FUNDED BY PEGPETEDIA GRANT.
Town Manager Report

August 3, 2020

1. At the last BOS meeting, during the discussion of the June Statement of Accounts, I incorrectly indicated that the Town will receive another payment from the State for Excess grant. We received the last payment in May 2020, for a total of $411,142.00 for FY20. This sum is $76,524.00 less than the budgeted amount ($487,666.00). The deviation from the amount the State paid and what was expected was due primarily to two factors. First, the per pupil expense was higher than expected. Second, the school system had fewer high cost students. This grant is a partial reimbursement grant for high special education expenditures.

2. Mr. Jim Koplar, the Building Official has notified Administration that his last day will be August 13, 2020. We have started inquiries for an interim Building Official and have posted for a permanent Building Official.

3. The Police Accountability Bill passed the Connecticut House and Senate and is expected to be signed by Governor Lamont. It will have a budgetary impact on Granby. It should be noted that CALEA (Commission on Accreditation for Law Enforcement Agencies) accreditation will be required of all Police Departments. However, Granby is one of twenty departments already accredited by CALEA.

CoVid19 Update

1. Town Hall is still proceeding with re-opening the second week of August. The offices will initially be closed part of the day to allow for further cleaning.

2. The Long Term Recovery Committee is off to a very strong start, having already met four times. In addition to informally reaching out to the different stakeholder groups in town, the committee is currently finalizing a survey for the Town residents to gauge the needs caused by CoVid 19.

3. I would like to recognize the group, Granby Moving Forward (GMF). This was started by a group of like-minded professionals and residents that want to ensure the citizens of Granby have the necessary resources they need to overcome obstacles caused by COVID-19 and any future hardships. GMF plans on offering services including career counseling, financial guidance, marketing for businesses, resume writing, and more. GMF will be working in conjunction with the Granby Chamber of Commerce and other organizations. Volunteers interested in helping can send John Myers an email at johnmyers1@gmail.com. Those in need can get future instructions on how to get help by visiting the Granby Moving Forward Facebook page. This was created independently of
the Town; however, I expect that the Long Term Recovery Committee will coordinate its efforts with GMF.

4. Governor Lamont issued Executive Order 7III, which establishes a rebuttable presumption regarding workers’ compensation benefits related to contraction of COVID-19 between March 10th and May 20th. To date, the Town has not had any workers’ compensation claims related to COVID-19.
TO: Board of Selectmen

FROM: John D. Ward, Town Manager

REGARDING: IV. UNFINISHED OR TABLED BUSINESS – ITEM B
Consideration of Interest in Town-Owned Land at 107 East Street

Background
At the July 20, 2020 Board of Selectmen meeting, more information was requested from Agbotic, Inc. regarding their proposed project for 107 East Street. As noted in prior presentations, the firm of Agbotic, Inc. is a farming company, headquartered in Sackets Harbor, New York that grows organic plants in robotic greenhouses. Each greenhouse is fully automated, with all seed planting, watering, harvesting, etc., controlled by computers and robots. Agbotic has offered to purchase the property for $675,000.00. Development rights, previously noted to be worth $825,000 would be retained by the Town. Based on the general description of the real property to be placed on the land, a rough estimate of $100,000 to $120,000 in annual taxes has been calculated by the Assessor.

Some questions have arisen based on the prior discussion. A request for additional information yielded the information below:

- Should the Town want to retain some of the land, Agbotic would be willing to reduce their purchase to fifty acres, as long as the parcel is flat, greater than 1200’ East to West and all the regulations are met i.e. the coverage ratios.
- Agbotic proposes to install ten greenhouses, a washing and packing facility, a farm pond for water collection and a ground mounted solar array.
- Agbotic may look to enter into the State’s Virtual Net Metering program and has offered to partner with the Town so the Town may receive financial benefits. No details have been provided.
- Agbotic is not requesting tax abatement.
- Using $50,000/yr. as a debt service straw man; the project would ‘pay’ the town this amount yearly. It is understood that an agreement outlining the terms of this payment would be drafted and signed by the two parties.
- Full operations would generate at least 15 new, fairly high paying jobs.
- Agbotic’s long term plans are to build own and operate three hundred greenhouses in the Northeast over the next 3 years.
The Board also inquired concerning the amount of debt left regarding the 2013 purchase of 107 East Street. At the time, the Town paid $2.47 Million, as part of the 2012 bond package. To date, $664,103.77 has been paid for principal and $494,406.85 for interest. The total amount of principal left to be paid is $1,805,896.23. The interest rates we are paying vary from 2-4% depending on which year; see below interest rate table for each year. The expected amount we will pay in interest going forward is $407,173.44 (from FY21 to FY33). Total left to be paid of principal and interest is $2,213,069.67. This will average out to $245,896.63 per year.

Attached are the following items:
1. Email from Mr. Prete dated June 1, 2020
2. PowerPoint presentation forwarded with June 1, 2020 email.
3. Draft Purchase & Sale agreement forwarded with June 1, 2020 email.
4. Email from Mr. Prete dated June 10, 2020
5. Email from Mr. Prete dated June 15, 2020
Mr Ward,

Once again, thank you for the opportunity to present our project to the Board of Selectman on May 18th, our team is very excited about the possibilities.

After careful consideration, we feel the Town of Granby would be an ideal location to build our world-class Smart Farm. That said, please find attached a proposed contract that details our offer plus a “Conceptual Plan” which depicts information about our proposal.

The Town of Granby purchased this land in 2012 to protect the land from development, our proposal will ensure that this land will continue to be used for agriculture. Our plans are in line with the stated objectives in Granby’s Plan of Conservation & Development; “to preserve Granby’s remaining productive farmland” and “and to encourage sustainable farming methods”. Although the value of the land has dropped considerably in recent years, the offer price is based on the value stated in your recent appraisal. It is our intention to work with the town to offset the loss in value by ensuring our partnership results in an increase in revenue to the town that will be greater than your outstanding financial obligation for 107 East St.

As I mentioned during the presentation and as outlined in the information deck, we are certainly interested and dedicated to a partnership with the town. We are flexible, and would certainly entertain a partial land purchase of about 40-50 acres.

Please let us know if you have any questions or concerns, and we look forward to hearing from you.

All the best, John J Prete
The World's Smartest Farms

107 EAST STREET CONCEPTUAL PLAN

For property located at:
107 East Street, Granby CT

June 01, 2020
107 East Street, Granby -- approximate location of Greenhouses and solar (B)
107 East Street- Greenhouse Design details

Characteristics of each greenhouse:

1. 52ft wide by 360ft long by ~24ft high
2. Minimal below ground disruption
3. Leading Polydress outside film
4. 18-inch planting bed, native soil on-site
5. State-of-the art thermal bed under plant bed for sustainable energy efficiency
6. High efficiency LED lightning for year-round growing
7. Sustainable groundwater heating and cooling
Central Barn Facility/Other:
1. 1 – Wash & pack, bathroom and office facility
   a) ~ 7,000sqft, one level
   b) PreFab for minimal disruption
2. Rainwater re-claiming for all GH’s

Solar
1. Estimated 5MW solar facility for 100% usage and farm sustainability
2. “Supports” for the solar panels are non-evasive, requiring “screw-type” or driven structures
3. Supports are easily removed
Purchase and Sale Agreement (Undeveloped Land)

1. Parties.
   Buyer(s): Aquatic and/or JDT Enterprises LLC
   Name(s):
   Address: 46 Sols Point Rd, Clinton, CT 06413-2320
   Phone:
   Seller(s): Town of Granby
   Name(s):
   Address: 15 N Granby Rd, Granby, CT 06035-2102
   Phone:

2. Property. Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer certain real property known as:
   107 East St Gr 120 days from executed contract
   Granby, Connecticut ("Property").
   Seller shall furnish Buyer with a copy of any site plan, survey, or engineering drawings of the Property which are in the possession or control of the Seller prior to the Closing of Title.

3. Purchase Price. The Purchase Price for the Property is $675,000.00.
   $15,000.00 Additional Deposit to be paid on or before 3 days from executed contract.
   $660,000.00 Balance of Purchase Price to be paid at closing.

4. Mortgage Contingency. Buyer will make diligent, good faith efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before 120 days from executed contract ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer. Buyer will pay all application fees, points (not to exceed 0), and other charges in accordance with the policies established by the applicable lender.

The Mortgage must be on the following terms:
   (a) Loan Amount $607,500.00
   (b) Maximum initial interest rate 5.000% per annum.
   (c) Minimum term 30 years.

Types of mortgage: (CHECK THE FOLLOWING AS APPLICABLE)
   X Conventional Fixed Rate
   ■ Conventional Variable Rate
   ■ Seller (Attach Seller Financing Addendum)

If Buyer cannot obtain a written commitment for the Mortgage (free of any conditions that are unacceptable to Buyer), Buyer may terminate this Agreement by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer’s inability to obtain such commitment. If Buyer does not elect to so terminate, then this Agreement will remain in full force and effect, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Agreement as a result of Buyer’s inability to obtain such commitment. If either party so terminates this Agreement, then all deposits will be returned to Buyer, and the obligations of the parties under this Agreement shall end.

5. Deposits. The deposits specified in Paragraph 3 shall be made at the stated times. All deposits shall be made by check payable to the Listing Broker as escrow agent. Prior to the Closing of Title, the Listing Broker may pay the deposit funds to the Seller’s attorney who shall hold them as escrow agent pending the Closing of Title. In the event any deposit funds payable pursuant to this Agreement are not so paid by Buyer, Seller may give written notice of such failure to Buyer(s) at the address specified in Paragraph 1 by certified mail, and if such notice is given and a period of five (5) days thereafter elapses without Buyer having corrected such failure, Seller may (1) declare Buyer to be in default, and (2) terminate this Agreement and the Seller shall be relieved of all obligations hereunder. In the event that this Agreement is terminated, Seller and Buyer agree to provide such permissions for release of the escrow monies as
escrow agent may reasonably require. In the event of a dispute concerning the return of deposits held in escrow which results in court action, both the prevailing party and the escrow agent shall be entitled to reasonable attorney's fees from the losing party. In the event that the escrow agent commences a court action to determine the rights of the parties to deposits held in escrow, the escrow agent shall be entitled to attorney's fees, marshal's fees and docket fees to be paid out of the escrowed deposits. The parties agree that escrow agent will not be liable for the release of escrow monies in accordance with this Agreement or for errors of judgment in the release of escrowed deposits unless such errors are the result of gross or intentional misconduct.

6. Property to be Maintained. Except as may be set forth elsewhere in this Agreement, Property is being sold "as is". Seller agrees to maintain Property with all landscaping, trees, any site improvements thereon, and all appurtenances thereto, in the same condition, reasonable wear and tear excepted, as they were on the date of this Agreement. Buyer shall have the right to make a final inspection of the Property during a 48-hour period prior to closing.

Buyer is notified that the Department of Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk’s office. Buyer should refer to these lists and the Department of Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property.

Buyer is notified that lists of properties on which hunting or shooting sports are conducted may be available from the Town Clerk’s office pursuant to PA 07-214. Buyer should refer to these lists for information concerning the location of these properties.

Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

7. Title, Affidavits and Releases. (A) Seller covenants and warrants that Seller is the fee title owner of the Property and has the authority and capacity to enter into this Agreement and consummate the transaction contemplated herein. The Property is to be conveyed by a good and sufficient Warranty Deed of the Seller (unless Seller is an executor, conservator, or administrator, in which case Buyer will receive a Fiduciary’s Deed), conveying a good, insurable, and marketable title to the Property, free from all encumbrances, except as may be acceptable to Buyer and Buyer’s Lender, if any, except zoning and other municipal regulations, the Inland-Wetlands law and any state of facts that an accurate survey of the Property may reveal. Buyer shall at Buyer’s own expense conduct a title examination of the Property within thirty (30) days of the date of acceptance of this Agreement. Buyer shall notify Seller of any defects in title that render title to the Property unmarketable, as defined by the Standards of Title of the Connecticut Bar Association, disclosed by such examination. If Seller is unable to remove such title defects within thirty (30) days of notification or the Closing of Title, whichever date is later, Buyer shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price, provided however, Seller shall pay any additional premium or post whatever bond and execute such affidavits and indemnity agreements as may be required by Buyer’s title insurer to write title insurance over the defect or (b) cancel this Agreement and receive a return of all deposits, and, in addition, Seller shall pay to Buyer any expenses actually incurred by Buyer for attorney fees, nonrefundable fees of lending institutions, survey costs and inspection fees. Seller shall pay any nonrefundable fee actually incurred by Buyer to extend, refresh or renew any mortgage commitment granted Buyer by Buyer’s lender pursuant to the provisions of Paragraph 4 that expires while the Seller is attempting to remove such title defect.

(B) Seller agrees to furnish such affidavits concerning title, encroachments, mechanic’s liens and other items and in such form as Buyer’s title insurance company may require in order to obtain title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer’s lender.

8. Closing and Delivery of Possession. The closing will take place on ___________ 150 days from executed contract ___________ or at such other date as mutually agreed by the parties. The closing will be held at the offices of Seller’s attorney unless Buyer has obtained a mortgage loan, in which event the closing will be held at the office of Buyer’s lender’s attorney. Upon the Closing of Title, Seller shall deliver exclusive occupancy to the Property.
9. **Adjustments.** The following are to be apportioned as of 11:59 p.m. of the day before closing: Taxes, special tax districts, municipal water taxes and sewer taxes using the uniform fiscal year method.

If the closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Special assessment liens shall be [ ] paid by the Seller [ ] assumed by the Buyer. Pending special assessment liens or special assessments that are pending but have not yet been fixed as to an amount shall be assumed by the Buyer, provided however, that if the improvement has been substantially completed as of the date of this Agreement, the Seller shall credit the Buyer at closing with an amount equal to the latest estimate by the public body charged with levying the special assessment for the improvement.

Any errors or omissions in computing apportionments at closing shall be corrected. This provision shall survive the closing.

10. **Seller’s Representations.** The Seller represents, to the best of the Seller’s knowledge, information and belief that, at the time of Closing of Title: (1) Seller has good, marketable title to all personal property and fixtures included in the sale and there is no leased or rented personal property or fixtures located on the Property, except as may be noted below; (2) Seller is in material compliance with all State and municipal zoning, environmental and health regulations affecting the Property and has no notice of any investigations, deficiencies, cease and desist orders, inspections or violations, actual or threatened, involving the Property, except as may be noted below; (3) Any site improvements located on the Property are entirely within the boundary lines of the Property; (4) The Property has access to a public street and utilities, including telephone and electricity, which may be brought to the Property; (5) There is no violation of any restriction, covenant, agreement or condition affecting the Property; and (6) During the period of Seller’s ownership, the Property has not been used for any commercial, industrial or other non-residential purpose and there has been no discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, or chemical liquids or other hazardous waste onto or emanating from the Property.

11. **Default/Liquated Damages.** If Buyer defaults under this Agreement and Seller is not in default, all initial and additional deposit funds provided in Paragraph 3 shall be paid over to and retained by Seller, less commissions due, if any, as liquidated damages, and both parties shall be relieved of further liability under this Agreement. If Seller defaults under this Agreement and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law including, without limitation, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections.

12. **Assignment and Survivorship.** This Agreement may be assigned by either party without written consent of the other, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment shall act as an extension or modification of any provision of this Agreement, and shall not serve as a release of the assigning party’s obligations under this Agreement. However, if this Agreement contains a provision for Seller financing, it may not be assigned without the express written consent of the Seller.

13. **Use of Electronic Record.** The parties agree that they may use an electronic record, including fax or e-mail, to make and keep this Agreement. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party’s agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions.

For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, you will need a personal or laptop computer, Internet account and e-mail software.

Seller wishes to use (check one):

- [ ] Fax machine. Fax number is: ________________________________
- [ ] E-mail. E-mail address is: ________________________________

Buyer wishes to use (check one):

- [ ] Fax machine. Fax number is: ________________________________
- [ ] E-mail. E-mail address is: ____________
- [X] E-mail. E-mail address is: johnprete57@gmail.com ____________

Each party will promptly inform the other of any change in e-mail address or fax number in writing.
14. Brokers Recognized. The parties recognize n/a as the Listing Broker and n/a as the Selling Broker in this transaction.

15. Combined Contingency Form for Undeveloped Land. [X] If checked, the Combined Contingency Form for Undeveloped Land is attached to this Agreement as if it had been fully set forth in this Agreement.

16. Additional Provisions. Subject to satisfactory review of water tests, percolation rate and soil testing to determine constituents and organic status within 30 days of acceptance. Combined Contingency Agreement, Addendum 1 and 107 East St Conceptual Plan are an essential part of this offer.

17. Acceptance. Date of Acceptance. We, the parties hereto, each declare that this instrument contains the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified or amended in whole or in part except in writing, signed by all parties. The "Date of Acceptance of this Agreement" shall be the latest date noted below on which a party accepts the Agreement.

WITNESS the signatures of the parties below on the date(s) set forth beside their respective names.

Acceptance by Seller:

<table>
<thead>
<tr>
<th>Seller</th>
<th>Date</th>
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<tbody>
<tr>
<td>Town of Granby</td>
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Acceptance by Buyer:

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
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<tr>
<td>Agbotic and/or JDT Enterprises LLC</td>
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Acceptance by Buyer:

<table>
<thead>
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<th>Buyer</th>
<th>Date</th>
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<tbody>
<tr>
<td>John Prote for JDT Enterprises</td>
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</tbody>
</table>
Combined Contingency Addendum to Purchase and Sale Agreement Undeveloped Land

The following provisions and contingencies where so designated by Purchaser's initials are hereby made a part of the Purchase and Sale Agreement referred to hereunder (Purchaser and Seller are construed to be singular or plural as appropriate):

Purchaser: Agbotic and/or JDT Enterprises LLC
Seller: Town of Granby
Property Address: 107 East St, Granby, CT

Purchaser has read the entire contents below and has indicated with initials whether each section is to be included or not included in the referenced Purchase and Sale Agreement. This Agreement is made subject to:

(1) **Attorney Approval**
Approval by Purchaser's and Seller's attorney within 5 days of the Date of Acceptance of the Agreement. The parties agree that such approval shall be deemed to have been given and this contingency is satisfied or waived until a statement withholding approval is made in writing within the period set forth above.

Included ☐ Not included ☒

(2) **Septic System Cost Estimate**
Purchaser to obtain a price estimate satisfactory to Purchaser for the installation of a system suitable for Purchaser's intended use (including the number of bedrooms) of the Property at Purchaser's sole expense within 90 days of the Date of Acceptance.

If the price estimate is not satisfactory to Purchaser and Purchaser notifies Seller thereof on or before the above date, Purchaser shall have the option of terminating the Agreement and all sums paid as deposit shall be promptly returned to Purchaser and this Agreement shall become null and void.

Included ☐ Not included ☒

(3) **Subdivision Approval**
Purchaser to obtain approval from the Planning Commission or Planning and Zoning Commission having jurisdiction over the Property to divide the Property into a minimum number of lots. Purchaser shall make application to said Commission at Purchaser's sole expense within days from the Date of Acceptance and shall diligently pursue such application. In the event said Commission denies such application or fails to grant permission to subdivide the Property into at least the minimum number of lots set forth in this paragraph, either party may, upon written notice to the other, terminate this Agreement in which event all deposit sums shall be returned to the Purchaser. In the event that said Commission approves such application or grants permission to subdivide the Property into at least the minimum number of lots set forth in this paragraph and an appeal is filed with the Superior Court, then this contingency and the Closing Date shall each be extended an additional ninety (90) days (the "Additional Period"). In the event that the Purchaser has obtained a final disposition of such appeal within the Additional Period and Purchaser and Seller cannot reach a mutually satisfactory agreement within twenty-one days (21) after the expiration of the Additional Period, the Purchaser shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price; or (b) cancel this Agreement and receive a return of all deposits.

Included ☐ Not included ☒

(4) **Inland Wetlands Commission Approval (Does not include approvals required of the Army Corp of Engineers)**
Purchaser to obtain approval for any regulated activities Purchaser proposes from the Inland Wetlands Commission for the Town having jurisdiction over the Property. Purchaser shall make application to said Inland Wetlands Commission at Purchaser's sole expense within 60 days from the Date of Acceptance and shall diligently pursue such application. In the event said Inland Wetlands Commission denies such application or fails to approve all the regulated activities requested by the Purchaser, either party may, upon written notice to the other, terminate this Agreement in which event all deposit sums shall be returned to the Purchaser. In the event that said Commission approves Purchaser's requested regulated activities and an appeal is filed with the Superior Court, then this contingency and the Closing Date shall each be extended an additional ninety (90) days (the "Additional Period"). In the event that the Purchaser has obtained a final disposition of such appeal within the Additional Period and Purchaser and Seller cannot reach a mutually satisfactory agreement within twenty-one days (21) after the expiration of the Additional Period, the Purchaser shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price; or (b) cancel this Agreement and receive a return of all deposits.

Included ☐ Not included ☒
(5) **Zoning Approvals**

Purchaser to obtain site plan approval, variance, special exception or other approval for the following purpose:

**Smart Farm Development see addendum 1**

from the zoning commission for the Town having jurisdiction over the Property. Purchaser shall make application to said zoning commission at Purchaser's sole expense within 60 days from the Date of Acceptance and shall diligently pursue such application. In the event said zoning commission denies such approval or special exception requested by the Purchaser, either party may, upon written notice to the other, terminate this Agreement in which event all deposit sums shall be returned to the Purchaser. In the event that said zoning commission approves Purchaser's application and an appeal is filed with the Superior Court, then this contingency and the Closing Date shall each be extended an additional ninety (90) days (the "Additional Period"). In the event that the Purchaser has obtained a final disposition of such appeal within the Additional Period and Purchaser and Seller cannot reach a mutually satisfactory agreement within twenty-one days (21) after the expiration of the Additional Period, the Purchaser shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price; or (b) cancel this Agreement and receive a return of all deposits.

Included ☑️ Not included ☐

(6) **Other Governmental Approvals**

Purchaser to obtain approvals from the following governmental agencies: **Smart Farm Development see addendum 1**

for the following use of the Property:

Purchaser shall make application to the agencies set forth above within 120 days from the Date of Acceptance and shall diligently pursue such applications. In the event that any of said agencies denies such approval requested by the Purchaser, either party may, upon written notice to the other, terminate this Agreement in which event all deposit sums shall be returned to the Purchaser.

Included ☑️ Not included ☐

(7) **General Provisions**

When written notice is required by this Addendum, such notice may be made by one of the following methods: (1) first-class mail, postage prepaid to the address set forth in the Agreement next to the recipient's name or to the recipient's attorney at the attorney's office address; (2) facsimile transmission or electronic mail to the recipient, the recipient's real estate agent or the recipient's attorney; or (3) hand delivered to the recipient or the recipient's attorney.

Seller shall grant reasonable access to the Property to Purchaser and Purchaser's engineers, surveyors, soil scientists and other professionals for the purpose of conducting the inspections and tests required by this Addendum. Seller shall also grant reasonable access to the Property to governmental authorities to whom Purchaser has made application pursuant to this Addendum to perform site walks or perform such inspections as they may require to process Purchaser's application.

The term "days" as used throughout this Addendum shall mean "calendar days."

In the event that the Agreement is null and void for reasons as set forth in this Addendum, all monies paid as deposit(s) will be promptly returned to Purchaser. Seller and Purchaser agree to provide such permissions for release of escrow monies as escrow agent may reasonably require. The parties agree that escrow agent will not be liable for the release of escrow monies in accordance with this Agreement or for errors of judgment in the release of escrowed deposits unless such errors are the result of gross or intentional misconduct.

[Signature]

Purchaser

Agbotic and/or JDT Enterprises LLC

[Signature]

Seller

Town of Granby

[Signature]

Seller

Rev. 06/28/10; 01/09/13; 04/13

Page 2 of 2

Produced with zipForm® by zipLogix.
ADDENDUM
REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®

This Addendum is with respect to the Real Estate Purchase Contract (the "Contract") dated between ______________________ (Buyer(s)) and ______________________ (Seller(s)) concerning the property located at: 107 East St, Granby, CT

Smart Farm is defined as 10 greenhouses, a washing and packing facility, a farm pond for water collection and a solar facility (approx size 3-5 megawatts, covering 12-16 acres as defined in conceptual plan)

Buyer to diligently seek all approvals within 120 days

Approvals for Smart Farm subject to:
Town of Granby and buyer to approve a virtual net metering agreement to benefit the Town and proposed Smart Farm that would provide a revenue increase (PILOT or tax revenue) to the town that is greater than the outstanding financial obligation for 107 East St

Buyer review and acceptance of easement assigning development rights to the Town of Granby

Buyer receiving a State of Connecticut Hemp Permit

Buyer approving costs, guidelines and restrictions of utilities and interconnection.

______________________________________________
BUYER

Agbotic and/or JDT Enterprises LLC

Date: 06/01/2020

______________________________________________
SELLER

Town of Granby

Date: 

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(GHAR Form #Z-8)
John Ward

From: John Prete <johnprete57@gmail.com>
Sent: Wednesday, June 10, 2020 1:41 PM
To: John Ward
Subject: Re: Offer for Land located at 107 East Street, Granby

Mr Ward, I hope all is well in these interesting times.
Yes, it is our hope that we can structure a deal that makes the town "whole", financially, after the land purchase and the construction of the Smart Farm.
So at a high level, we would pay the appraised value and then structure payments to the town to cover the land remaining bond debt. We haven't been able to uncover the actual bond rate (monthly/yearly amount), if you have any insight that would certainly help.

Look forward to hearing from you, John

---

On Tue, Jun 9, 2020 at 10:06 PM John Ward <jward@granby-ct.gov> wrote:

Mr. Prete

Thank you for this information. I have a question. In your email, you mention additional revenue to the Town. Can you be more specific? Are you referring to property tax or some other stream of revenue?

John

---

From: John Prete [mailto:johnprete57@gmail.com]
Sent: Monday, June 01, 2020 10:43 AM
To: John Ward
Subject: Offer for Land located at 107 East Street, Granby

Mr Ward,

Once again, thank you for the opportunity to present our project to the Board of Selectman on May 18th, our team is very excited about the possibilities.
After careful consideration, we feel the Town of Granby would be an ideal location to build our world-class Smart Farm. That said, please find attached a proposed contract that details our offer plus a “Conceptual Plan” which depicts information about our proposal.

The Town of Granby purchased this land in 2012 to protect the land from development, our proposal will ensure that this land will continue to be used for agriculture. Our plans are in line with the stated objectives in Granby’s Plan of Conservation & Development; “to preserve Granby’s remaining productive farmland” and “and to encourage sustainable farming methods”. Although the value of the land has dropped considerably in recent years, the offer price is based on the value stated in your recent appraisal. It is our intention to work with the town to offset the loss in value by ensuring our partnership results in an increase in revenue to the town that will be greater than your outstanding financial obligation for 107 East St.

As I mentioned during the presentation and as outlined in the information deck, we are certainly interested and dedicated to a partnership with the town. We are flexible, and would certainly entertain a partial land purchase of about 40-50 acres.

Please let us know if you have any questions or concerns, and we look forward to hearing from you.

All the best, John J Prete
John Ward

From: John Prete <johnprete57@gmail.com>
Sent: Monday, June 15, 2020 1:04 PM
To: John Ward
Subject: Re: Offer for Land located at 107 East Street, Granby

John, our hope is to make the town ‘whole’ (Or close) between the cash payment For the land ($675,000) and the outstanding balance Over the ~25 years that is left on the bond. Without firm numbers, we figure this is close to $55k per year. Our revenue (in the form of “taxes” or PILOT) to the town would be after the greenhouses and solar are built. Please let me know if this helps.
John

On Mon, Jun 15, 2020 at 10:28 AM John Ward <jward@granby-et.gov> wrote:

Good morning, John

Thank you for your reply. I do need to ask clarification. Are you stating that you would make additional payments to the Town to cover the cost of the bonded debt over and above the appraisal offer?

John

From: John Prete [mailto:johnprete57@gmail.com]
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As I mentioned during the presentation and as outlined in the information deck, we are certainly interested and dedicated to a partnership with the town. We are flexible, and would certainly entertain a partial land purchase of about 40-50 acres.

Please let us know if you have any questions or concerns, and we look forward to hearing from you.

All the best, John J Prete
Mr Ward,

Thanks for the update. I’m available to chat AYC. Summary answers to your questions are as follows:

1. We can fit on a piece of land ~50 acres as long as the parcel is flat, greater than 1200’East to West and all the regulations are met ie..the coverage ratios.
2. Using $50,000/yr as a debt service straw man; the project would ‘pay’ the town this amount yearly (after/including the reduction of payment to purchase the land). Each Of the 10 GHs ~$3,000/yr, wash pack barn ~$5,000/yr and the solar farm ~$15,000/yr. There is additional ‘Electric’ cost saving to the town by way of a Combined Net metering collaborative. (this would need a Re-decision from DEEP similar to decisions over the last few years)
3. I don’t understand this Question, we never asked for a tax abatement.
4. Full operations would generate at least 15 new, fairly high paying jobs.

5. Agbotic long term plans is to build own and operate 300 GHs in the Northeast over the next 3 years. It is our desire to be in Towns that have agricultural center to their vision, and part of the town’s and communities values & priorities.

As noted above, I’m poised to discuss w you and the BOS anytime.

My cell phone is 203-623-3796

Respectfully, John

On Mon, Jul 20, 2020 at 8:23 PM John Ward <jward@granby-ct.gov> wrote:

Mr. Prete

The Board discussed the Agbotic proposal tonight. The town is certainly intrigued by the work done you your company. During the discussion, they asked me to talk with you to firm up the details of the proposal. More particularly

1. The acreage sought to be purchased.

2. How you would help the Town offset its debt payments for the property

3. What tax abatements you would be seeking

4. The number of jobs to be created

5. A long range business plan for Agbotic.

If possible, I would like to discuss this with you. I will be out of the office tomorrow but you may reach me after that at (860) 951-4072. By the way, I saw that the State of New York assisted the company. Those details I think would also be helpful.
Sincerely

John Ward

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