

RETURN DATE: DECEMBER 30, 2025  
MICHAEL STEPHEN STEINBERG, AND  
STEVEN W. CAMEROTA SR.

V.

TOWN OF SUFFIELD,  
BENJAMIN J. BIELONKO II, TRUSTEE  
OF THE BIELONKO BROTHERS FARM TRUST,  
AND  
BRICK TURF, LLC

SUPERIOR COURT  
JUDICIAL DISTRICT  
OF HARTFORD  
AT HARTFORD

DECEMBER 2, 2025

**VERIFIED COMPLAINT**

1. This matter concerns the rights, obligations, actions, and inactions regarding The Bielonko Brothers Farm Trust, the property located at 190 East Street North, and the people of the Town of Suffield.
2. Plaintiff Michael Stephen Steinberg owns property at 121 East Street North, Suffield, CT.
3. Plaintiff Steven Camerota Sr. owns property at 85 East Street North, Suffield, CT.

4. Plaintiffs own land within a radius of one hundred feet of any portion of the land involved in this matter and each are an “aggrieved person” with standing to bring this Complaint, pursuant to Conn. Gen. Stat. § 8-8 (a)(1).
5. Defendants are the Town of Suffield, acting through the Zoning and Planning Commission, its members, and the employees of the Suffield Zoning and Planning Department (the “Commission”).
6. The Commission exists pursuant to Chapter 124 of the Connecticut General Statutes, as amended, and the Ordinances of the Town of Suffield, as amended.
7. On or about March 1, 2011, Benjamin J. Bielonko, II, Trustee of The Bielonko Brothers Farm Trust, the trustee owner of 190 East Street North, Suffield, Connecticut, submitted a Farmland Preservation Application to the Department of Agriculture of the State of Connecticut. Among other things contained therein, and in response to a question asking why he was applying to the program, Benjamin J., Bielonko, II, Trustee wrote the express intent of The Bielonko Brothers Farm Trust, stating: “We would like to see any land that we own stay in agriculture production, not development.” This application and the statements contained therein was received and relied upon by the Department of Agriculture and the Town of Suffield. A copy of this application is provided with this Complaint as Exhibit A.

8. On or about October 15, 2012, a Notice of Application was filed with the Suffield Town Clerk by Steven K. Reviczky, Commissioner of the Department of Agriculture, which states that Benjamin J. Bielonko, II, Trustee of The Bielonko Brothers Farm Trust, as the trustee owner of 190 East Street North, Suffield, Connecticut, known as Map 88, Block H 55, Lot 23, has filed an application pursuant to Chapter 422a of the Connecticut General Statutes for consideration under the State of Connecticut Program for the Preservation of Agricultural Lands.
9. On December 6, 2013, Benjamin J. Bielonko, II, Trustee of The Bielonko Brothers Farm Trust, as the trustee owner of 190 East Street North, entered into an agreement, jointly with the State of Connecticut and the Town of Suffield, for the assumption and imposition of numerous conservation restrictions at 190 East Street North in exchange for the payment of Seven Hundred Eighty-Two Thousand Ninety-Six and 53/100 Dollars (\$782,096.53), paid jointly by the State of Connecticut and the Town of Suffield, to Benjamin J. Bielonko II, Trustee of The Bielonko Brothers Farm Trust. This agreement is hereafter referred to as the "Farm Trust Preservation Agreement."
10. The Farm Trust Preservation Agreement is expressed by and published in a certain Conveyance of Development Rights Deed, signed by Benjamin J. Bielonko II,

Trustee of The Bielonko Brothers Farm Trust, which is on file with the Suffield Town Clerk at Book 488, Pages 378-389.

11. Among the many terms, conditions, restrictions, and obligations contained in the Farm Trust Preservation Agreement, it identifies multiple times that the subject property cannot be divided or subdivided in any manner for any reason, or used or developed in any manner that is inconsistent with the agricultural uses and preservation of same that is intended and contemplated thereby. For example, the Farm Trust Preservation Agreement states on Schedule A:

**“Note: The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes, Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on this Schedule A. The Premises shall hereafter be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece of parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.”** (emphasis in original)

12. Approximately 12 years later, on September 11, 2025, an Application for Subdivision/Resubdivision (the “Subdivision Application”) was filed with the Town of Suffield in regards to the property at 190 East Street North. The Subdivision Application was signed by “BGBII” as the Record Owner of the

property and as the Applicant. The Subdivision Application makes no mention of the Bielonko Brothers Farm Trust and purports that the 190 East Street North property is now owned by an entity named "Brick Turf LLC" through a quit-claim deed by Benjamin J. Bielonko II, Trustee of The Bielonko Brothers Farm Trust.

13. The Subdivision Application contains numerous false statements and/or omissions, including (a) the false statement that 190 East Street North is in the R-25 zone, (b) the statement that Easements or Deed Restrictions exist for 190 East Street North, but then withholding and omitting a list of the same as expressly required by the Subdivision Application, (c) the false statement that the subject property is not historic or in any historic district, (d) the omission of the long-standing historic designation of the subject site with the State of Connecticut, and (e) in general, the omission of all relevant information regarding the fiduciary nature of the ownership of the subject property as a Farm Trust, the long-standing and over-lapping obligations and restrictions in place, the verbal dealings or unwritten side-agreements that were alleged and stated on the record at recent hearings, or the true nature of the series of actions or inactions leading up to the Subdivision Application under review.

14. On October 20, 2025, the Commission held a public hearing regarding the Subdivision Application. Among others that spoke, Attorney Steven Camerota provided a presentation with numerous documents and significant additional information that he was able to collect with the short notice period that was afforded to town residents and neighbors. This presentation was cut short because two of the Commission members demanded that Attorney Camerota stop talking during his presentation of the relevant law, which in itself, was a clear violation of the Bylaws of the Commission, as amended through 12/20/21, pursuant to the Ordinances of Suffield.
15. At the hearing of October 20, 2025, the Commission requested that Attorney Camerota provide thereafter the items and information that he presented that evening. More specifically, the Commission asked that Attorney Camerota provide such an addendum and all exhibits to Ms. Ellie Binns, a town employee and the Planning and Zoning Administrative Assistant, in the days following the hearing, so that it can be added to the official record.
16. The Commission did not act on the Subdivision Application at the October 20, 2025 hearing, and instead voted to delay taking action until at least the next meeting, in

order to provide any members of the Commission with time to become more familiar with the facts, circumstances, and law at issue.

17. A few days thereafter, on October 24, 2025, Attorney Camerota brought two duplicate signed copies of an Addendum and 18 Exhibits to the Suffield Town Clerk for inspection, one for filing, one for Attorney Camerota's file, and both for stamped certification of receipt by the clerk.

18. Initially, the Commission refused to accept the Addendum and Exhibits as part of the record and to be made available to the public. Attorney Camerota then coordinated for each of the Commission members to be served with the Addendum. Eventually the Addendum and Exhibits were published to the Town of Suffield website. For convenience, a copy of the Addendum is attached with this Complaint as **Exhibit B**. The full index with all 18 Exhibits can be accessed online at: <https://www.suffieldct.gov/departments/pz> >> [Planning & Zoning Commission](#) >> [Application Supporting Documents](#) >> [October 2025](#) >> [Attorney Camerota Files – 10/20/2025 PZC Meeting](#) (which then links to the following file directory on the Google Drive account of [bill.hawkins10@gmail.com](mailto:bill.hawkins10@gmail.com)):

[https://drive.google.com/drive/folders/1B810mbV0XwdoIotWY751Nz-0Mpz\\_GIKd](https://drive.google.com/drive/folders/1B810mbV0XwdoIotWY751Nz-0Mpz_GIKd)

19. On November 17, 2025, at the next public hearing, the Commission again took up the Farm Trust Subdivision Application for discussion and consideration. The Commission approved the Farm Trust Subdivision Application, including all requested waivers in full.
20. On November 24, 2025, at 10:54 AM, a legal notice of decision was filed with the Town Clerk. It reads, in relevant part: “Approved with conditions: File # 2025-10: Request for a two (2)-lot resubdivision located at 190 East Street North. Map 88H, Block 55, Lot 23. Applicant – Brick Turf, LLC.” The notice states at the bottom that it was published on November 21, 2025 in the Hartford Courant. This notice is available at the Town of Suffield website at the following address:
- [https://resources.finalsite.net/images/v1764001029/suffieldctgov/eremnmrncvabd\\_hf6uuqf/11-17-2025PlanningandZoningCommissionLegalNoticeDecision.pdf](https://resources.finalsite.net/images/v1764001029/suffieldctgov/eremnmrncvabd_hf6uuqf/11-17-2025PlanningandZoningCommissionLegalNoticeDecision.pdf)
21. The Subdivision Application is omissive and clearly incomplete, and should have been rejected for this reason alone. It does not provide material information that is required by the application and by town ordinance. Nor could the sworn statement contained therein, “that I have submitted all required documentation and am in compliance with the Town of Suffield Subdivision Regulations,” be true.

- a. The application states that Easements or Deed Restrictions apply, but does not provide the required list and disclosure of such restrictions.
- b. The application states that Brick Turf LLC (and not Benjamin J. Bielonko II, Trustee of The Bielonko Brothers Farm Trust) is owner of record, but does not provide any information to show how that could be true or lawfully correct. Nor was notice of any transfer by Benjamin J. Bielonko II, Trustee of The Bielonko Brothers Farm Trust ever provided to the Department of Agriculture, as required by Conn. Gen. Stat. § 22-26cc (b).
- c. The application omits entirely that the Farm Trust Preservation Agreement was premised on, and made in reliance upon, the express representations by Benjamin J. Bielonko II, Trustee of The Bielonko Brothers Farm Trust that 190 East Street North is owned in trust and subject to the continuing fiduciary obligations of the Bielonko Brothers Farm Trust *in addition to* any such other promises, restrictions, or commitments thereafter created by the Farm Trust Preservation Agreement.

22. The Subdivision Application is also falsely stated and contains intentional misrepresentations.

- a. The actual Zoning District applicable to 190 East Street North is the Farmland Preservation Zoning District (“FP”) which is required by § 315-29 of the Suffield Ordinances. In accordance with the rules of construction and interpretation of §1-2 and § 315-4 G of the Suffield Ordinances, this is mandatory and not discretionary. The *actual* and *mandatory* zoning district (FP) makes the Subdivision Application impossible.
- b. The property is historic and is in a historic district. As stated by Suffield ordinance, § 315-29 A, “The purpose of the Farmland Preservation Zoning District is to perpetually protect and preserve land in Suffield for agricultural use.” Perpetual preservation *is* historic preservation. The site is also listed in the Historic Resource Inventory of the State of Connecticut, Department of Economic and Community Development.
- c. The Subdivision Application, and the documents provided therewith, also misrepresented numerous restrictions and obligations, by deed and by law, each of which prohibit the proposed activities, including division or subdivision of the property for any reason, or the proposed development activities contrary to the purpose, intent, and requirements of the deed, the farmland preservation program of the State of Connecticut, the farmland

preservation requirements of the Town of Suffield, and The Bielonko Brothers Farm Trust.

23. The actions and inactions of the Commission members, and/or others acting in concert with them, in approving the Subdivision Application are illegal, beyond their limited authority prescribed by law, and opposite the well documented plans, goals, and priorities of the Town of Suffield and The Bielonko Brothers Farm Trust.
24. Farmland preservation and open space have routinely and overwhelmingly been found to be the most important priority of the people of Suffield. The taxpayers of Suffield paid significant funds to the Trustee of the Bielonko Brothers Farm Trust in exchange for the *perpetual* preservation and conservation of the subject property, and have acted in reliance upon the express representations and promises made by the Trustee of the Bielonko Brothers Farm Trust regarding the same. The taxpayers of Suffield also pay significantly for, and continually rely upon, the many town employees that are responsible for maintaining the Suffield ordinances and for their on-going lawful enforcement. Yet, the taxpayers of Suffield are being willfully ignored, in complete disregard of the law, and replaced instead by the personal economic interests of a select few in concert with others that are abusing the authority that has been entrusted with them.

25. For approximately 25+ years, 190 East Street North has been owned by Benjamin J. Bielonko II, Trustee of The Bielonko Brothers Farm Trust in a fiduciary capacity for the perpetual preservation and conservation of 190 East Street North for agricultural use.
26. The Town of Suffield, and the people of the Town of Suffield, have long relied on this fiduciary relationship and The Bielonko Brothers Farm Trust.
27. No one with the Commission, with the Town, or otherwise has provided any additional information or disclosures regarding The Bielonko Brothers Farm Trust, such as the disclosures of beneficiaries of real property held in trust that are required by Conn. Gen. Stat. § 8-7c. Nor has such disclosure requirement been waived.
28. The only such disclosure found or made on record to date is the fiduciary purpose and intent expressly stated by Benjamin J. Bielonko II, Trustee on the original farmland preservation application that, “We would like to see any land that we own stay in agriculture production, not development.” (*infra* at 6) This is inherently a public and perpetual purpose, created for the benefit of the people of Suffield, as well as those who will farm the trust property into the future, and is entirely consistent with the *additional* long-standing promises and restrictions created by

the Farm Trust Preservation Agreement entered into by Benjamin J. Bielonko II, Trustee, for the benefit of the people of Suffield and the State of Connecticut.

**DEMAND FOR RELIEF**

**WHEREFORE**, Plaintiffs seek the following:

- (1) An appeal with the Superior Court pursuant to Connecticut General Statutes § 8-8;
- (2) An order immediately restraining any actions in accordance with or in reliance upon the Commission's approval of the Subdivision Application, pending the outcome of this proceeding;
- (3) Prompt delivery by the Commission to Plaintiffs and the Court of the complete record, including but not limited to, all documents and information acted upon by the Commission, as well as the written decision of the Commission with the reasons therefor and a statement of any conditions imposed, within thirty (30) days after the return date, in accordance with Conn. Gen. Stat. §52-57 (i);
- (4) An order reversing the approval of the Commission and rendering final judgment on the Subdivision Application in accordance with the law;
- (5) A final judgment and determination pursuant to Conn. Gen. Stat. § 47-31 in order to quiet the title and fiduciary interests of the Bielonko Brothers Farm

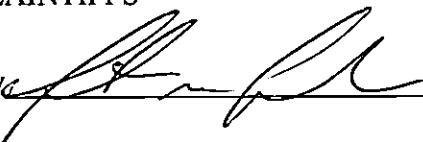
Trust with respect to 190 East Street North for the perpetual preservation and conservation required by trust, by deed, by law, and well paid for already by the people of Suffield;

(6) Expenses and fees as the Court deems reasonable or appropriate under the law;

and

(7) Such further relief in law or equity that the court deems necessary and proper.

PLAINTIFFS

By  \_\_\_\_\_

Steven Camerota

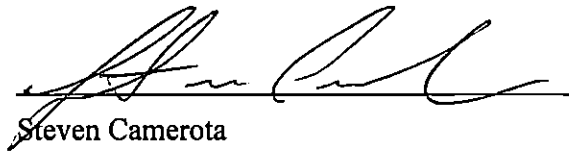
Attorney, Juris No. 432756

85 East Street North, Suffield, CT

[steven@camerota.dev](mailto:steven@camerota.dev)

**VERIFICATION OF COMPLAINT**

I, Steven Camerota, Attorney for Plaintiffs, hereby depose and say that I have personal knowledge of the facts contained in the foregoing Verified Complaint and they are true and correct to the best of my information, knowledge and belief.

A handwritten signature in black ink, appearing to read 'Steven Camerota', written over a horizontal line.

Steven Camerota

Commissioner of the Superior Court

Juris No. 432756

**CERTIFICATION OF SERVICE**

Service has been made as follows:

TOWN OF SUFFIELD, 2 copies served upon the Suffield Town Clerk, one for filing, the other for distribution by the Clerk to the Commission, in accordance with Conn. Gen. Stat. § 52-57 (b)(5).

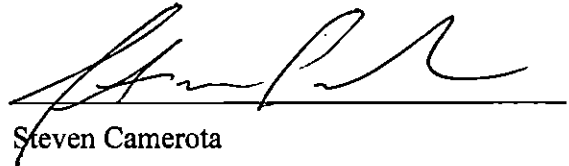
Suffield Town Clerk  
83 Mountain Road  
Suffield, CT 06078

BENJAMIN J. BIELONKO II, TRUSTEE  
OF THE BIELONKO BROTHERS FARM TRUST,

1045 East Street North  
Suffield, CT 06078

BRICK TURF, LLC

1045 East Street North  
Suffield, CT 06078

A handwritten signature in black ink, appearing to read 'Steven Camerota', is written over a solid horizontal line.

Steven Camerota  
Attorney

Juris No. 432756

**Exhibit A**

Application of Benjamin J. Bielonko, II, Trustee of The Bielonko Brothers Farm Trust



STATE OF CONNECTICUT  
DEPARTMENT OF AGRICULTURE



FARMLAND PRESERVATION APPLICATION

NAME(S): BIELONKO FARMS

ADDRESS: 190 EAST STREET SUFFIELD CONN 06078  
(Street/Town/State/ZIP)

TELEPHONE: 860 490 7247 FAX: 860 386 6690 E-MAIL: \_\_\_\_\_

PROPERTY LOCATION (street/town): 190 EAST ST SUFFIELD CONN 06078

DEED REFERENCE: Volume 280 Page 882 ZONING OF PROPERTY: \_\_\_\_\_

INCLUDED

TAX MAP REFERENCE: Map 88 Lot H 55 Block 23

I. PROBABILITY OF NON-AGRICULTURAL DEVELOPMENT (please check all that apply):

- 1. Probability of land continuing in active agricultural production \_\_\_\_\_
- 2. Active transfer negotiations or estate planning \_\_\_\_\_
- 3. Farm listed with Real Estate Agent \_\_\_\_\_
- 4. Other Situation (explain below) \_\_\_\_\_

Briefly explain why you are applying to the Farmland Preservation Program: We would like to see any land that we own stay in agriculture production, not development.

II. CURRENT PRODUCTIVITY FROM OFFERED LAND:

1. Total Acres Owned 61.2 Total Acres Offered 56 Cropland Acres Offered 50  
Woodland Acres Offered \_\_\_\_\_

2. Current production of land offered (list each crop and crop acreage): Top 2.6

CORN 20 HAY 27.4

3. Gross annual receipts from unit production: \_\_\_\_\_

4. If not farmed by owner, please indicate who leases the Farmland, the number of acres leased and the annual rent paid: \_\_\_\_\_

**III. REQUIRED DOCUMENTS** (Without these documents, your application cannot be considered):

- 280 B 222
1. A detailed soils report prepared by the Natural Resources Conservation Service. (This may be obtained free of charge from your county Ag Service Center; see below.)
  2. A map/sketch identifying the land owned by the applicant and covered by this application. (A copy of the tax map of your property is available from your local Tax Assessor's Office.)
  3. A copy of the current deed(s) of the subject property. (Available at your local Town Clerk's Office.)
  4. A copy of the tax card(s) for the subject property. (Available from your local Tax Assessor's Office.)

It is necessary for all owners of land submitted to give their approval and consent to this application.

Signed Benjamin Bilombo II member Manager

Date 3/1/11

[Signature]

Date 3/1/11

[Signature]

Date 3/1/11

If you have questions, please phone Farmland Preservation at (860) 713-2511.

**U.S.D.A. Natural Resources Conservation Service  
Offices and Centers**

**Hartford and Tolland Counties**

Windsor Service Center  
100 Northfield Drive, 4<sup>th</sup> Floor  
Windsor, CT 06095

(860) 688-7725

**New London County**

Norwich Service Center  
Yantic River Plaza  
238 West Town Street  
Norwich, CT 06360

(860) 887-3604

**Litchfield and Fairfield Counties**

Torrington Service Center  
1185 New Litchfield Street  
Torrington, CT 06790

(860) 626-8258

**Windham County**

Brooklyn Service Center  
139 Wolf Den Road  
Brooklyn, CT 06234

(860) 774-8397

**New Haven and Middlesex Counties**

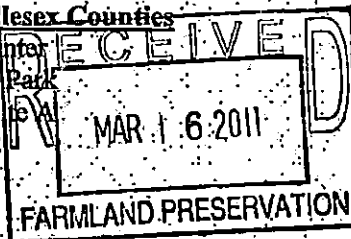
Wallingford Service Center  
North Farms Executive Park  
900 Northrup Road, Suite 100  
Wallingford, CT 06492

(203) 269-7509

**State Office**

Natural Resources Conservation Service  
344 Merrow Road, Suite A  
Tolland, CT 06084-4011

(860) 871-4011



**Exhibit B**

Addendum Prepared by Attorney Cainerota

STATE OF CONNECTICUT)

) ss: Suffield

November 3, 2025

COUNTY OF HARTFORD )

Then and by virtue thereof and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, at the usual place of abode of the within named defendant Mark Winne at 585 N. Main Street, Suffield, CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, at the usual place of abode of the within named defendant Jeffrey Scott Girard, at 378 Halladay Ave, East Suffield, CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, at the usual place of abode of the within named defendant Jacob Byrnes, at 596 East Street, N. Suffield CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, at the usual place of abode of the within named defendant Christine Sinopoli, at 16 Clay Creek Drive, Suffield CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, with and in the hands of the within named defendant Brian Dunn, at 7 Clay Creek Drive, Suffield CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, at the usual place of abode of the within named defendant Virginia Bromage, at 576 North Main Street, Suffield, CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, with and in the hands of the within named defendant Erin Golembiewski, at 225 South Main Street, Suffield, CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by the Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, with and in the hands of the within named defendant Scott Guilmartin, at 759 Hale Street, Suffield, CT.

Afterwards on the 3rd day of November 2025 and by the direction of the Plaintiff's Attorney, I left a verified true and attested copy of the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, with and in the hands of the within named defendant Geoffrey Kaplan, at 300 East Street, North Suffield, CT.

The within is the original Addendum to the Presentation by Attorney Steven Camerota, Exhibits and References of the Presentation of Attorney Camerota, with my doings hereon endorsed.

P: 225.00  
S: 450.00  
E: 18.00  
T: 19.55

Fees: \$ 712.55

ATTEST:

  
GRANT S. CARRAGHER  
CT STATE MARSHAL

**Names and Addresses For Service:**

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- A 1. Legal Name: Mark Winne  
Address: 585 N Main St, Suffield, CT 06078
- A 2. Legal Name: Jeffrey Scott Girard  
Address 1: 378 HALLADAY AVE EAST, Suffield, CT 06078  
Address 2: 1150 South Street (JSW Media INC), Suffield, CT 06078
- A 3. Legal Name: Jacob Byrnes  
Address 1: 596 EAST ST N., Suffield, CT 06078  
Address 2: 2 Harmon Dr, Suffield, CT 06078, USA Unit #A
- A 4. Legal Name: Christine Sinopoli  
Address: 16 Clay Creek Drive, Suffield, CT 06078
- I 5. Legal Name: Brian Dunn  
Address: 7 Clay Creek Drive, Suffield, CT 06078
- A 6. Legal Name: Virginia Bromage  
Address: 576 North Main Street, Suffield, CT 06078
- I 7. Legal Name: Erin Golembiewski  
Address: 225 South Main Street, Suffield, CT 06078
- I 8. Legal Name: Scott Guilmartin  
Address: 759 Hale Street, Suffield, CT 06078
- I 9. Legal Name: Geoffrey Kaplan  
Address: 300 East St N, Suffield, CT 06078

back to office 5.9 miles

15.4  


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 19.55

**ADDENDUM TO THE PRESENTATION BY ATTORNEY STEVEN CAMEROTA**

**Suffield Planning and Zoning Commission Meeting**

**October 20, 2025 at 7PM at the Suffield Senior Center**

**Prepared and Submitted by Attorney Steven Camerota**

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**Matter Subject to Public Hearing:**

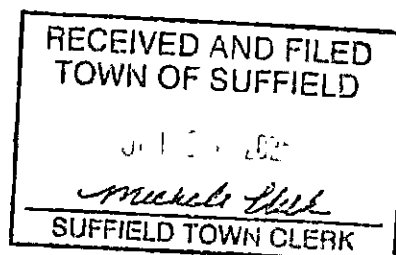
**File # 2025-10:** Request for a two (2) - lot resubdivision located at 190 East Street North, Map 88H, Block 55, Lot 23. Applicant – Brick Turf, LLC.

This addendum and the exhibits attached herein is provided at the request of the Planning and Zoning Commission following the hearing on October 20, 2025 regarding the matter referenced above.

**I. EXHIBITS AND REFERENCES OF THE PRESENTATION OF ATTORNEY CAMEROTA**

**Exhibit 1: Letter of the Planning & Zoning Commission.**

Postmarked October 10, 2025. Attorney Camerota identified significant concerns in that he *actually* received notice *only 4 days prior* to the commencement of the hearing. Moreover, when Attorney Camerota attempted to access the relevant application documents on the town website, they were not there – as they were represented to be – since they had still not been posted online, with only four days left before the commencement of the hearing. Attorney Camerota was then required to come in person during limited business hours to the clerk's office to get whatever documents were available. Still further, Attorney Camerota asked for an extension from the Zoning and Planning Department at that time in order to allow him the much-needed additional time to gather required materials that were not provided with the application (but were required to be). In response, Attorney Camerota was flatly denied any additional time beyond the notice of 4 days that he was afforded (despite the obvious omissions on the application). All the people of Suffield – your neighbors – deserve better.



## Exhibit 2: Application for Subdivision/Resubdivision of 190 East Street North

This is the application being considered during the public hearing. In addition to other concerns and contradictions identified in the presentation of Attorney Camerota and herein, the following are noted:

1. The application is signed and dated by **BGB II** on 8/5/25. That date is consistent with the dates of certain attachments by Denno Land Surveying, which carry the same date of August 5, 2025. However, the application is not marked as received by the Planning and Zoning Commission until September 11, 2025 – more than one month later. This begs the question of when this application was actually received, as opposed to when it is represented to have been received.
2. In furtherance of this concern, it is noted that the planning and coordination among various parties started at least as far back as February of 2025. An attached letter from the Town of Suffield WCPA to Ben and Donna Bielonko notes that requests were made for sewer capacity for a residential home at 190 East Street North in Suffield, CT as early as that time, and perhaps earlier. It is also noted in that letter that a compliance review “has **not** been performed pending future submittals detailing the design and actual lot development.” (emphasis added)
3. It is also noted that **Paragraph 26** of the application states the following:
  - a. “By signing this application, I am certifying that the above information is correct and that I have submitted all required documentation and am in compliance with the Town of Suffield Subdivision Regulations. I hereby authorize the Planning and Zoning Commission and their staff to enter upon the property shown on the enforcement and administration of the Town of Suffield Subdivision Regulations.”
  - b. As noted below, this statement is plainly not true and cannot be made in good faith with this application.
4. **Paragraph 7** requires the applicant to state the zoning district of the parcel under review. It states a zoning district of R-25. This is not true. See the presentation of Attorney Camerota, as detailed and explained herein.
5. **Paragraphs 8 and 9** state that the Applicant and owner of record is **Brick Turf LLC** as opposed to **Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust**, which is also inconsistent with prior representations to the Town and is not verifiable by any of the documentation provided with the application.
6. **Paragraph 15** includes an admission by the Applicant that the property is – in fact – “*in farm preservation*” which is also an admission that the property is in a historic district (i.e. the farm preservation district) of the Town of Suffield zoning ordinances.

However, where **Paragraph 7** asks if the property is in a Historic District, the Applicant states "No" which, by Applicant's own admission, is not correct.

7. It is noted that **Paragraph 16** identifies that the Applicant seeks full waivers of all the Subdivision Regulations that pertain to things like lighting, sidewalks, and other requirements.
8. **Paragraph 17** asks if there are Easements or Deed Restrictions Existing on Property, and if so, requires the Applicant to provide a list of all such easements and/or deed restrictions. The Applicant clearly indicated "Yes" and that such easements and deed restrictions do exist, but the Applicant did not provide any of such easements or deed restrictions in a list, as is plainly required by the application. Clearly the applicant cannot certify that all required information has been provided, and the failure to provide this critical information is all that is needed to reject the application in its entirety. Consistent with this requirement, the language on the second page of the application clearly states: "All applications/plans must contain all of the requirements found in the Town of Suffield Subdivision Regulations..." which of course, also includes this requirement. As noted below, the express provisions of the regulations require that the words "shall" and "must" be read as mandatory and not discretionary. Attorney Camerota specifically asked the personnel at the Planning and Zoning department for a copy of this list of restrictions prior to the hearing and he was told it does not exist.
9. As detailed further herein and at the presentation by Attorney Camerota, these requirements are mandatory and not discretionary. The commission does not have the authority to accept or advance an application that is plainly deficient. Furthermore, the effort to do so in contravention of the laws and regulations identifies numerous concerns regarding any omission or misrepresentation of relevant facts – both by the Applicant and all those persons that are responsible for enforcing the laws and ordinances of the Town of Suffield.

**Exhibit 3: Warranty Deed (Vol. 280, Page 822) by and between Redland Brick Inc., a Connecticut corporation (Grantor) and Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust ("Grantee") for the transfer, with warranty covenants, of 190 East Street North in Suffield, CT for the consideration of Ten Dollars (\$10).**

Attorney Camerota presented this document for its contents and several concerns.

1. This is the original deed transferring title to the premises at 190 East Street North to **Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust**, and therefore must be part of any investigation to determine the proper and lawful title to the land, as well as all restrictions that may exist – which is a clear and mandatory requirement of the application at issue.

2. It is apparent – and **very concerning** yet again – that the actual purchase price of the property, as reflected in the town’s **official** property records (*i.e.* the deed), is inconsistent with the purchase price that is reflected in the town’s “administrative” records. The parcel summary available from the town (**Exhibit 4** below) clearly **misstates** that the subject property at 190 East Street North was acquired by ***Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust*** for \$450,000, and clearly **misstates** the very same deed (Vol. 280, Page 822) for this assertion. This is false and misrepresented. The town “administrative” records are clearly misstated and therefore cannot be relied upon. As the Deed (Vol. 280, Page 822) clearly shows, this subject property was acquired by ***Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust*** on January 9, 1998 for the price of **\$10** – and **NOT** for \$450,000.

**Exhibit 4: Town of Suffield Property ID Card for 190 East Street North (Unique ID: R88501)**

This document was presented for its contents.

It shows the misrepresentation of the initial purchase price as identified just above. This document also shows other clearly misstated facts in regard to the subject property as discussed herein, such as the misstated and misrepresented zone designation in contradiction of the laws and zoning ordinances of the Town of Suffield.

Furthermore, this document also shows that – with exception only for .57 acres reserved for a farmhouse on-site – the entirety of 190 East Street North has continually received significant tax subsidies through the Town of Suffield in reliance upon its continuing use as a farm and agricultural property that is held in a Farm Trust and owned in a fiduciary capacity by ***Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust***.

**Exhibit 5: Notice Of Application (Vol. 475, page 0060)**

This exhibit was presented for its content. It is a one-page document that was recorded by the Suffield Town Clerk on October 22, 2012. It states:

TO WHOM IT MAY CONCERN: NOTICE IS HEREBY GIVEN PURSUANT TO CONNECTICUT GENERAL STATUTES CHAPTER 422(A), SECTION 22-26CC(A) THAT BENJAMIN J. BIELONKO, II, TRUSTEE OF THE BIELONKO BROTHERS FARM TRUST, 190 EAST STREET, SUFFIELD, CONNECTICUT HAS FILED AN APPLICATION FOR CONSIDERATION UNDER THE STATE OF CONNECTICUT PROGRAM FOR THE PRESERVATION OF AGRICULTURAL LANDS.

SAID APPLICATION REFERS TO LAND SITUATED ON THE GENERAL EASTERLY SIDE OF EAST STREET (A/K/A CONNECTICUT ROUTE 159), IN THE TOWN OF SUFFIELD AND IS KNOWN AS MAP 88, BLOCK H 55, LOT 23 LOCATED AT 190 EAST STREET NORTH BY THE SUFFIELD TAX ASSESSOR. SAID LAND IS RECORDED IN THE SUFFIELD LAND RECORDS AT VOLUME 280 PAGE 822.

DATED AT HARTFORD CONNECTICUT, THIS 15<sup>TH</sup> DAY OF OCTOBER, 2012.

STEVEN K. REVICZKY, COMMISSIONER

DEPARTMENT OF AGRICULTURE

It is further noted that this notice makes no exceptions with regard to the subject property – 190 East Street North. In fact, the notice states clearly that *Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust, 190 East Street, Suffield Connecticut* has filed an application. No distinction is made between the Farm Trust and the Farm land, which is consistent with the law. As explained further below, a trust is a fiduciary relationship with respect to property. The *Bielonko Brothers Farm Trust* is – by definition – a fiduciary relationship with respect to the farm property at 190 East Street North.

**Exhibit 6: Bielonko Farm, Conveyance of Development Rights Deed, State of Connecticut and Town of Suffield (Book: 488, Pages: 378-389)**

This exhibit was presented for its content as the governing document regarding the restrictions and covenants acquired by the State of Connecticut and the Town of Suffield from *Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust* for the benefit of the people of the State of Connecticut and the residents of the Town of Suffield.

The introductory parts state the purchase price that was paid *jointly* – by payment of the State of Connecticut and by payment of the Town of Suffield – from the tax dollars of its residents, as well as several other express conditions:

“KNOW YE THAT BENJAMIN J. BIELONKO II, TRUSTEE OF THE BIELONKO BROTHERS FARM TRUST, of the Town of Suffield, County of Hartford and State of Connecticut, hereinafter referred to as “Grantor”, in consideration of SEVEN HUNDRED EIGHTY-TWO THOUSAND NINETY-SIX and 53/100 (\$782,096.53) DOLLARS and other good and valuable consideration, received to its full satisfaction from the STATE OF CONNECTICUT, a sovereign, and the TOWN OF SUFFIELD, do hereby give, grant, bargain, sell, and confirm in perpetuity, with WARRANTY COVENANTS, unto the said STATE OF CONNECTICUT and the said TOWN OF SUFFIELD. (hereinafter referred to as “Grantees”), their successors and assigns forever, the DEVELOPMENT RIGHTS,

as such term is defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and specifically Section 22-26bb(d) thereof, in and to the following described agricultural land.

ALL THOSE certain pieces or parcels of land situated in the Town of Suffield, County of Hartford, and State of Connecticut, bounded and described in Schedule A attached hereto and made a part hereof, which land is hereinafter referred to as the "Premises". The Premises are conveyed hereunder subject to those matters set forth in Schedule B attached hereto and made part hereof.

The rights herein conveyed are conveyed subject to and in accordance with the purposes and provisions of Chapter 422a of the Connecticut General Statutes. The primary purpose of this conveyance is to protect agricultural soils, agricultural viability, and the general productive capacity of the Premises in perpetuity.

Grantor acknowledges that it is the purpose and intent of Chapter 422a of the Connecticut general Statutes that agricultural land be maintained and preserved for farming and food production purposes and that such maintenance and preservation is necessary in order to insure the well-being of the people of the State of Connecticut now and in the future.

**Grantor acknowledges that the parties intend by this conveyance to prohibit the division or subdivision of the Premises for any purpose, and to prohibit development of the Premises for residential, commercial, including, but not limited to, commercial recreational, commercial amusement, and/or industrial purposes."**

(emphasis added)

Additional sections were read by Attorney Camerota at the meeting on the record, including:

**A. Page 2, A.(5):**

"The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut general Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on Schedule A hereof. **The Premises shall be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.**" (emphasis added)

Attorney Camerota noted the language requires a reader to incorporate the description of the premises in this deed with all prior descriptions of such land in prior deeds, and to treat all such descriptions together as one piece and parcel of land, "whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land." It is also noted that this is the *second* time it is clearly stated that no subdivision or division shall be permitted – **with no exceptions identified therein.**

**B. Page 6, C.(3):**

"For purpose of enforcement, the development rights hereby conveyed constitute a conservation restriction on the Premises in favor of the Grantees and their successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended these development rights restrictions shall not be unenforceable on account of lack of privity of estate or contract, or lack of benefit to particular land or on account of the benefit or restriction being assignable or assigned to any other governmental body. Pursuant to CGS 47-42c, this development rights restriction may be enforced by injunction or proceedings in equity, or in any other manner permitted by law, including but not limited to enforcement pursuant to the provisions of Chapter 422a of the Connecticut General Statutes."

This provision is significant in that it is clearly intended to and does broaden the various means of enforcement to the greatest extent possible, and specifically "**in any other manner permitted by law.**" (emphasis added)

**C. Page 7, C.(5):**

"The Grantor and Grantees agree that the natural characteristics, ecological features, physical and man-made conditions of the Premises at the time of this grant are documented in the Baseline Documentation Report. Grantees may use the Baseline Documentation Report, the Survey and description referenced in Schedule A in enforcing provisions of this conveyance, **but are not limited to the use of the Baseline Documentation Report, the Survey and said description to show a change of conditions.**"

This provision is noted for its instruction. It expressly directs that all relevant information can and should be used in the enforcement of the conveyance, restrictions, and covenants contained therein. Enforcement is **NOT** limited to the survey, descriptions or baseline documentation report. Attorney Camerota also noted that he was not able to procure a copy of the Baseline Documentation Report from the Town, the Department of Agriculture, or

the Attorney General's office in the 4 days he had to prepare for the hearing, despite the fact that he personally visited each one at their offices in the meager time he was provided.

**D. Page 7, C.(8):**

"To the best of the Grantors knowledge, information and belief, grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Premises."

This is a continuing obligation of compliance in perpetuity. Attorney Camerota noted that he has seen repeat evidence of non-compliance with Environmental Law (pursuant to its definition therein) at 190 East Street North, and that this fact contributes to the concerns regarding a pattern of non-compliance and other breaches of the many restrictions, requirements, and apparent fiduciary obligations that the Applicant is seeking to further circumvent with this application.

**E. Page 7, C.(10):**

"As used herein;

- (a) Development Rights shall mean those rights as defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and specifically, Section 22-26bb (d) thereof. Further, said rights constitute a conservation restriction as defined by the Connecticut General Statutes, Section 47-42a, as amended to the date hereof; and
- (b) Development rights restriction(s), conservation easement(s), development rights easement(s), agricultural easement(s), restriction(s), and easement(s) shall mean Development Rights as defined in subparagraph (a) above and "conservation restriction" as defined in Chapter 822 of the Connecticut General Statutes, as amended to the date hereof, and, specifically Section 47-42a (a) thereof."

The significance of this provision is that it is clearly written and intended to expand, through this covenant, the definition of "Development Rights" beyond the statute to include all restrictions and obligations enumerated though this deed, but also to clearly delineate another additional path for legal enforcement as a conservation restriction pursuant to a separate body of law, specifically Chapter 822. This is consistent with and in addition to

the aforementioned provision that expressly empowers enforcement of these covenants in any other manner permitted by law.

**F. Schedule A, Pg. 11, Book 488, Page 378:**

**“Note: The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on this Schedule A. The Premises shall hereafter be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises or any portion thereof, shall be permitted.”** (emphasis in original)

Attorney Camerota noted the significance of this additional provision in that is restated from the prior provisions containing the same and similar language in the deed, and is included with the description to ensure yet again that the description of the land at issue must be read together with all prior deeds and without regard to any descriptions herein or in any prior deed as more than one piece or parcel of land. For a *third* time, the deed clearly states that no division or subdivision shall be permitted – and makes no exceptions.

**Exhibit 7: Notice of Acquisition of Development Rights, Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust to the State of Connecticut and Town of Suffield.**

This exhibit was presented for its content. Such notice is a requirement of the applicable statute and states clearly that, “For a more detailed description of the restrictions on such land, reference is made to that certain Conveyance of Development Rights Deed...” which is discussed above and included herein as Exhibit 6.

There was confusion by the Commission at the public hearing about the acronym PDR, what it means, and what exactly it is that the State and the Town purchased from *Benjamin J. Bielonko II, Trustee in his fiduciary capacity of the Bielonko Brothers Farm Trust* back in 2013. Attorney Camerota clarified that the term PDR is short for “Purchased Development Rights” and that it is not a legal term. Rather, it is a colloquialism or common reference with no specified meaning that, in actuality, can refer to any number of the variations in which such agreements for conservation or restriction might take shape. They are all different. To suggest that all PDRs are the same or can be treated the same is grossly improper. It would be the equivalent of saying that all contracts are the same. This is clearly not true, as contracts can take shape in any number of ways with any number of terms, parties, and obligations in all sorts of directions and for all kinds of duration.

To avoid such confusion and ambiguity, this notice properly makes clear that the agreement detailing and defining the various restrictions and covenants that apply to 190 East Street North are contained within the deed, which is attached here as Exhibit 6.

In several instances during the public hearing, there were members of the Commission that made reference to and sought to rely upon unspecified verbal agreements or unspecified recollections of "side agreements" that they had made or were speculating others to have had made, all of which were outside the covenants and terms of the deed. None of these assertions were supported by any actual and admissible evidence. Not only are those ambiguous assertions comprised of inadmissible hearsay, but such concealed verbal arrangements are not contained anywhere (by reference or otherwise) within the actual written agreements governing this land. Any unauthorized "side agreements" or verbal representations that contradict the plain meaning of the actual agreement, which is fully embodied in the deed, must be given no consideration whatsoever. Furthermore, if such unsupported oral assertions are to be considered, they must be carefully scrutinized for misrepresentation and/or concealment of the truth of the matter and the actual written agreements at issue.

**Exhibit 8: Quit Claim Deed (Bk 577, Pgs 97-99) by and between Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust ("Grantor") and Brick Turf, LLC ("Grantee") for the transfer, of 190 East Street North in Suffield, CT for the consideration of One Dollars (\$1).**

This exhibit was presented as the next of the series of deeds that have been created or effected by *Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust* in regards to 190 East Street North over the relevant timeframe. This deed was recorded by *Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust* on November 28, 2022.

This deed presents numerous legal questions and potentially serious concerns that must be investigated prior to any action in regard to the subject property at 190 East Street North.

1. It is apparent that the alleged transaction is not a "bargained for" exchange. The deed clearly alleges a transfer for no consideration of the subject property at 190 East Street North from *Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust* to a limited liability company called *Brick Turf, LLC*, which also appears to be wholly owned by the Bielonko brothers (pursuant to publicly available state filings).
2. Stated more simply, this deed represents an alleged transfer of the property at 190 East Street North that is: (1) from the Bielonkos, (2) to the Bielonkos, and (3) for no consideration. Critically, because this is a quitclaim deed and NOT a warranty deed, it is also true that *Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust* is disclaiming all warranties and assurances with respect to the validity of title as

lawfully vested in the recipient, **Brick Turf, LLC**. Naturally, this presents a concern because Benjamin J. Bielonko II, Trustee is a fiduciary and has numerous obligations of care, loyalty, and candor, among others. If the fiduciary of the property is not willing to guarantee that the property is held with valid title by the recipient, then no reasonable person (or anyone at the Town included) should ever assume that the property is in fact valid and properly titled to **Brick Turf, LLC**.

3. To be clear, out of an abundance of caution, by this instrument, **Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust** is **NOT** stating and is **NOT** providing any assurance whatsoever that the alleged title in the name of **Brick Turf, LLC** is effective, valid, or legal in any regard. To the trained eye, this dynamic and these circumstances regarding the alleged transaction contain far too many contradictions – none of which make any sense – to be left unchecked. First, if the Bielonko Brothers of the Bielonko Brothers Farm Trust already own the property through Benjamin J. Bielonko, Trustee as the fiduciary of the Bielonko Brothers Farm Trust, why would they ever need to transfer the property to themselves? Don't they already own it (subject to all the fiduciary obligations that come with that ownership)? Second, the property was transferred for one dollar (\$1), which is the equivalent of zero value, or nothing by way of any consideration for the Bielonko Brothers Farm Trust. Without consideration, which is an essential element in the formation of any contract, there is no contract. So what did the Bielonko Brothers Farm Trust get in exchange? Third, if the property is not actually "changing hands" (because it is effectively being transferred from the Bielonkos with fiduciary liability to the Bielonkos behind the veil of a limited liability entity) and there was no consideration for the transaction (*i.e.* \$1), then what is actually happening here? What is the true purpose, intent, and actual effect of such a document and the alleged transaction under the law?

A. The first thing to understand is that **Benjamin J. Bielonko II, Trustee of the Bielonko Brothers Farm Trust** is a trustee. By definition, a trust is a *fiduciary relationship with respect to property*.

- a. "A trust, as the term is used in the Restatement of this Subject, when not qualified by the word "charitable," "resulting" or "constructive," is a fiduciary relationship with respect to property, subjecting the person by whom the title to the property is held to equitable duties to deal with the property for the benefit of another person, which arises as a result of a manifestation of an intention to create it." *Restat 2d of Trusts*, § 2 (2012).

- b. *See also Tunick v. Tunick*, 201 Conn. App. 512, 526 (2020) (“A trust is also distinguishable from a contract in that a trust is a fiduciary relationship with respect to property.”)

In simple terms, a trustee owes fiduciary duties with respect to the property in trust, including duties of care, loyalty, and candor, among many others that may be defined by any trust related documents or agreements entered into by the Trustee, any of the relevant statutes, or the common law.

- B. It is also important to understand that this isn't just any trust, it is a **FARM TRUST**. Attorney Camerota tried to gather more records regarding the farm trust and explained that since he only had 4 days to prepare, he made quite a few visits in search of the relevant records he needed to properly evaluate this situation. He asked the Town Clerk for a copy of the Bielonko Brothers Farm Trust agreement or any related documents, then asked for the same from the Planning and Zoning Department. Neither had any such records. Nor did they ever request any from the Applicant. Attorney Camerota also went to the Department of Agriculture and the Attorney General's office in Hartford to find the initial application for the Conveyance of Development Rights of the subject property by *Benjamin J. Bielonko, II, Trustee of the Bielonko Brothers Farm Trust*. Neither location had anyone available to source these records in the limited time allotted.
- C. While such documents are still being uncovered, it is unequivocal at this stage that what we do know is that this is clearly declared to be a **FARM TRUST**, that the Trustee (Benjamin J. Bielonko II) owes such fiduciary duties in relation to and furtherance of the FARM, and that the Trustee has made numerous representations along with numerous actions or inactions pursuant to such fiduciary duty for several decades. It is very typical for farm trusts to be in perpetuity and to require the care, loyalty, candor and many other fiduciary duties towards the continuing preservation and use of the land for farming purposes alone. All of the actions and inactions of the trustee from 1998 until 2022 appear consistent with this very typical circumstance.
- D. It is also apparent that the State of Connecticut and Town of Suffield, among many others, repeatedly relied on the representations, actions, and inactions of the trustee, whether in connection with any payments he received, promises he made, restrictions or covenants he agreed to, or the tax subsidies he received, among other things, all pursuant to and subject to his fiduciary obligations regarding the FARM (*i.e.* 190 East Street North).
- E. These fiduciary obligations regarding the FARM are very important in the context of any effort to determine the validity or invalidity of the alleged quit

claim deed, and whether the alleged applicant in this matter has any lawful right to make such an application in the first place. The evidence to date does suggest that the avoidance of these on-going fiduciary obligations could very well be the true purpose of the alleged transaction represented by the quit claim deed at issue. That is, when the Trustee transferred trust property out of trust to himself or others in a personal capacity, they were attempting to cut off the fiduciary obligations and instead replace them with limitations on liability (in this case, through a limited liability company as the holding entity) in an attempt to shield themselves from the liability that will arise from unauthorized acts in breach of trust.

- F. Another of the facts that supports this conclusion is that it was simply not possible for this LLC (*Brick Turf LLC*) – which was only recently created in 2022 – to have ever been part of or even contemplated throughout the 25+ years that this property has been held in FARM TRUST, since approximately 1998. The fiduciary obligations regarding the FARM TRUST began approximately 24 years before *Brick Turf LLC* ever came into existence. Nor is there any evidence that *Brick Turf LLC* has sought to become the successor trustee and successor fiduciary for the duties and obligations of the FARM TRUST.
- G. Altogether, the facts and circumstances strongly suggest the opposite – that the Trustee is aware of the defects in title and, therefore, is not willing to guarantee the validity of title by *Brick Turf, LLC*. Nor should anyone else assume its validity.
- H. Nor are the fiduciary duties of a trustee to a FARM TRUST so easily extinguished. As noted above, a trust is NOT a contract. It is a fiduciary duty with respect to property – in this case FARM property. Those fiduciary duties remain, especially in a case like this, where there is no consideration, no bargained-for exchange, and no assurances or warranties regarding the continuing fiduciary obligations. Moreover, any transfers in breach of trust are null and void under the law.
- I. If the transfer from the *Bielonko Brothers Farm Trust* to *Brick Turf, LLC* is not valid for any of a number of reasons that seem to clearly exist, and the alleged transfer is a breach of trust that is void as beyond the trustee's authority to do, which also appears reasonably likely to be the case on the evidence uncovered to date, then title is NOT vested in *Brick Turf LLC*, and *Brick Turf LLC* has no right to be making this application in the first place.
- J. Not a single piece of evidence has been put forward to date that would contradict this analysis, and not for lack of trying. Attorney Camerota is still pursuing complete and accurate records regarding the subject matter. However,

the numerous misstatements and misrepresentations uncovered thus far do suggest and very much support that this analysis is likely accurate.

- K. Again, even if it is later found that title can somehow be vested with *Brick Turf LLC*, that still does not mean that the fiduciary obligations of the trustee have ceased or that anything can be done in contravention of the fiduciary obligations that were created by the FARM TRUST in the first place, which have been continuing for *almost 30 years running*. A trust is a fiduciary obligation with respect to property – in this case FARM property – and there is no evidence that the fiduciary obligations have ceased, or any evidence that such a concept is at all possible under the law.
- L. It is important to note again that this analysis is not yet complete. There may be additional evidence that must be considered prior to making any final determinations as to title. However, the application as it exists today must be rejected without more because the Commission must be certain an applicant actually holds lawful title to a property before it considers an application for review. This has not been done and all the evidence uncovered to date suggests that *Brick Turf, LLC* does not have lawful title to the subject property. Even the Trustee of the FARM, himself, is not willing to assert and warrant that the title is valid – as clearly evidenced by the quit claim deed at issue. Nor should anyone else.

#### **Exhibit 9: Zoning Regulations of the Town of Suffield and the Planning and Zoning Commission**

This exhibit contains the town ordinances associated with the Planning and Zoning Commission and was presented and reviewed in order to show, among other things:

1. The inaccuracy of the representations by Applicant that the subject property is within the R25 zone;
2. To demonstrate that the subject property at 190 East Street North is in fact within the Farmland Preservation Zoning District (FP) pursuant to the relevant town ordinances; and
3. To show that the enforcement of the FP zone is mandatory – NOT discretionary – pursuant to the laws and regulations of the Town of Suffield.

Attorney Camerota read sections from the ordinances at the hearing, including:

**Section I. D. (Page I-3)** contains various rules for the interpretation of the provisions contained therein and states:

"7. The words "shall" and "must" are mandatory and not discretionary."

Section IV explains the Zoning Districts and Use Regulations.

**Section C. Farmland Preservation Zone (FP) (Page IV-4)** states:

"The purpose of the Farmland Preservation (FP) Zoning District is to perpetually protect and preserve land in Suffield for agricultural use. Only land containing a permanent conservation restrictive covenant or easement shall be made part of the Farmland Preservation (FP) Zone." (emphasis added)

Provisions regarding statutory construction and interpretation are very important because they inform any reader how to understand the language presented. These provisions must be read together. Specifically, where the town ordinance states "...shall be made part of the Farmland Preservation (FP) Zone." as it does here, it must be read together with the requirement that the words "shall" and "must" are "mandatory and not discretionary."

When read together, these provisions read like this:

"The purpose of the Farmland Preservation (FP) Zoning District is to perpetually protect and preserve land in Suffield for agricultural use. Only land containing a permanent conservation restrictive covenant or easement shall be made part of the Farmland Preservation (FP) Zone." "The words "shall" and "must" [as used herein] are mandatory and not discretionary." [*sic*]

An alternative approach that is also proper under the circumstances would be to replace the word "shall" with the word "must" in order to better understand the meaning of the regulation, like this:

"The purpose of the Farmland Preservation (FP) Zoning District is to perpetually protect and preserve land in Suffield for agricultural use. Only land containing a permanent conservation restrictive covenant or easement **[must]** be made part of the Farmland Preservation (FP) Zone." (edit and emphasis only for demonstration purposes of statutory construction and interpretation)

Though these provisions are clear, there was a very curious contradiction on the published "zoning map" maintained by the Zoning and Planning Department. Every single other parcel in the Town of Suffield that contains a permanent conservation restrictive covenant or easement has been properly colored on the Zoning Map to show that it is (and MUST be) within the FP zone – all, except this one. This includes properties that were preserved prior in time to 190 East Street North, as well as properties preserved later in time to 190 East Street North. Even the other land on East Street North that belongs or is controlled by the Bielonkos, for which the development rights were sold in 2017 – 3 years after the property at issue here – is properly color-coded in the FP zone on the map.

Attorney Camerota explained that this was even more odd and concerning because all the other maps published by the town and this commission that show the properties in the FP zone, such as those contained in the 2022-2032 Plan of Conservation & Development adopted by the Planning and Zoning Commission on December 19, 2022, clearly show 190 East Street North as preserved farmland (FP) with all the others. See Open Space Map on Pg. 15 of the POCD, identifying 190 East Street North as "**Preserved Farmland (Protected)**"; See Agricultural Resources Map on Page 16 of the POCD, identifying 190 East Street North as "**Farmland Preservation (FP)**"; See Farm Land Use Map on Pg. 44 of the POCD, identifying 190 East Street North as both "**Preserved Farmland (Protected)**" and within the "**Conservation Zone**" of the Connecticut River.

In fact, it is ONLY one map, the Town of Suffield Zoning Map from 2022 (which does not appear to have been updated since) that has the 190 East Street North property mislabeled and misstated, both in the version that is accessible online from the Planning and Zoning site, and also in the version that is included in the POCD. The metadata from the map accessible online shows that it was created on 5/5/2022 at 12:01 PM from an application called ESRI ArcMap 10.3.1.4959.

Attorney Camerota noted that he tried to find any information he could regarding who adds the correct color to this map and asked the Commission at the meeting, but no one has yet identified the persons or process. Regardless of how the error and misstatement came to be, it is clear from the ordinances and all the other maps certified by the Zoning and Planning Department in the POCD, that the parcel at 190 East Street North is in the **Farmland Preservation (FP) Zoning District**, as well as the Connecticut River Conservation Zone, and that the requirements of the FP zone apply. This is mandatory – NOT discretionary.

This is critical information that is fatal to the application at issue here. As part of the FP zoning district, the requirements of any lot include a minimum of Five (5) acres. See Page IV-5 of the Zoning Districts and Use Regulations. None of the assertions and assumptions of the application presented by *Brick Turf LLC* satisfy this requirement, or any of the others imposed on this property, which is clearly in the FP zone.

Moreover, this shows that the application itself contains false information. See Exhibit 2. The application submitted to the town states on line 7 that the zoning district applicable to 190 East Street North is "R-25." This is incorrect. The Zoning District applicable to 190 East Street North is "FP." This is mandatory, not discretionary, as defined by the town ordinances, and any application representing anything different must be rejected, as it is premised on false information.

**Exhibit 10: 2022-2023 Plan of Conservation & Development of the Planning and Zoning Commission, Adopted December 19, 2022.**

This exhibit was referenced many times, including for its various maps and other content. In addition to the map references identified elsewhere herein, which will not be restated in an effort at brevity, the following items are noted:

1. **The Agricultural Soils map.** The very purpose of the farmland preservation program and the FP zone is to protect agricultural lands, promote the production of food and other agricultural products, and to ensure that the best agricultural land is preserved for future generations to come in terms of access and affordability – not for the farmers of today, but for the many generations ahead who will farm such lands long into the future. The agricultural resources map shows the locations of CT Important Farmland Soils and Prime Farmland Soil. If you look to the map, you will find that the land that the Applicant is seeking to develop is not just farm land with good agricultural soil, it is the very best soil of the entirety of the 190 East Street North property and is marked as *Prime Farmland Soil*. The Applicant seeks to destroy these soils with significant in-fill and non-porous structures among the many other detrimental activities of residential development that will impact not only the Prime Farmland Soil of that farm land, but also the rest of the agricultural soils downward from it, all of which must be preserved.
2. **Survey Results of the Town Residents.** It is also noted that this is a pro bono matter for Attorney Camerota, that he was present at this meeting not for his own family in isolation, but rather to represent all those in the community that were unable to represent themselves or perhaps did not even have knowledge or notice of what was taking place. Attorney Camerota referenced, for example, his neighbor, who is disabled and has no ability to participate, but absolutely loves the preserved agricultural land across from her, and very much values its historic and perpetual preservation. Attorney Camerota also referred to the POCD, and specifically the survey results, which can be found on Page 48. It shows clearly how approximately **90%** of the population of the Town of Suffield find *“Protecting Natural Resources”* and *“Preserving Open Space / Agriculture”* to be the highest and most important priorities of the Planning and Zoning Commission from at least 2022 to 2032.

**Exhibit 11: Email from Carole Briggs, Staff Attorney at the Connecticut Department of Agriculture**

This exhibit is provided as the entirety of the email communications between Attorney Camerota and Attorney Briggs on Friday, 10/17/2025, following a phone call between them of the same date and regarding the same subject matter.

Attorney Camerota presented this information at the hearing and noted the following:

1. It was apparent that Attorney Briggs had no prior knowledge of the subject matter of this hearing, and had noticeable difficulty finding anything in the files of the Department of Agriculture regarding the same.
2. When asked by Attorney Camerota to look at specific provisions or documents regarding the scenario, Attorney Briggs was very professional and very polite in explaining that she cannot and will not render a legal opinion on such matters. She rightly acknowledged that she had limited information, but was very kind to provide the information she did have with great expediency under the time limitations that were being imposed on Attorney Camerota from the Suffield Zoning and Planning Commission.
3. When asked by Attorney Camerota, Attorney Briggs also acknowledged that there are more records in paper format or stored elsewhere that can be requested, but that such requests certainly take more than 4 days, and can take up to 30 days to complete.

With this exhibit, several key issues are identified, including:

1. The statements to and by the Zoning of Planning Commission in its Memorandum distributed to Attorney Camerota on Friday, October 17<sup>th</sup> included significant misrepresentations regarding what was actually communicated from the Department of Agriculture.

- a. In the Memorandum, identified as Exhibit 12 below, it states:

“This 2.3-acre section is therefore eligible for subdivision and residential development. I have confirmed this status with the DoAG via email on September 17, 2025; this correspondence has been added to the file.”

- b. The statement above is plainly untrue. In fact, the actual communication reveals the opposite. On Thursday, September 11, 2025, Cam Weimar clearly writes:

“Whenever areas are unrestricted from the PDR terms, but tied to the farmland Premises, they must remain in title, within the same land ownership.”

- c. Moreover, when the Memorandum was distributed, it did **NOT** include this email communication. Nor was the email communication included for public review in the Memorandum published on the town website at the following link:

<https://resources.finalsite.net/images/v1760719648/suffieldctgov/riskey/bb8eg/v9116sxoZ/1file2025-10-StaffReportBrickLurII LC.pdf>

2. Attorney Camerota also asked Attorney Briggs if the Department of Agriculture was informed of any transfer of 190 East Street North from *Benjamin J. Bielonko, Trustee of the Bielonko Brothers Farm Trust* to *Brick Turf, LLC*, as is required by statute. Attorney Briggs confirmed, albeit only on the basis of the records that she had available to her, that it appears no such notice was made.

- a. *See Conn. Gen. Stat. § 22-26cc (b).* (“If restricted land is to be sold, the owner shall notify, in writing, the commissioner of such impending sale not more than ninety days before transfer of title to the land and shall provide the commissioner with the name and address of the new owner.”)

**Exhibit 12: Staff Report Memorandum Regarding File 2025-10 – Request for a two lot resubdivision located at 190 East Street North. Map 88, Block 55, Lot 23.**

This exhibit is provided and presented for the reasons stated above regarding Exhibit 11, and also for the additional misrepresentations contained therein, as discussed elsewhere herein, including any misrepresentations made in connection with the application that were not investigated and were not corrected by the staff of the Planning and Zoning Department.

Furthermore, it should be noted that this memorandum also sought waivers of all other requirements, including lighting and sidewalks. Though these waiver requests are moot because the application is improper and cannot proceed, there is a worthy concern to state. The push for full waivers is especially concerning here given the proximity to the intersection of Bridge Street and East Street North, where there is no lighting, no sidewalks.

Importantly, this is the same spot where a young girl from Suffield was hit by a truck and killed, almost right in front of 190 East Street North. This was not that long ago. Surely the memory of such a tragic event and the horrific loss by that Suffield family cannot be allowed to be so fleeting. The effort to waive all requirements at this very location (like sidewalks and lights) in complete disregard of their purpose – to ensure the safety and well-being of the town’s residents – is *very* troubling.

**Exhibit 13: Historic Resource Inventory Listing for 190 East Street North, Produced by the State Historic Preservation Office, Department of Economic and Community Development for the State of Connecticut.**

This exhibit is provided and presented for its contents. The fact that this exact site is listed among the historic inventory of the State Historic Preservation Office is critical information that must be included in connection with any activities relating to the site.

In fact, the very first image of the Exhibit shows the exact spot where the Applicant seeks to construct a residential subdivision and eliminate the very same vista that the State Historic Preservation Office is wanting to preserve.

In the section titled, Historical and Architectural Importance, it states:

“This is one of several large parcels of land owned by the Bielonko family in Suffield. The combination of open agricultural land and historic barns create an important historical cultural landscape.”

**Exhibit 14: Benjamin J. Bielonko, Trustee of the Bielonko Brothers Farm Trust v. Blanchette Builders, Inc. Et al., 1999 Conn. Super. Lexis 257**

This exhibit is provided and presented for its contents. This suit was brought by the Trustee of the Bielonko Brothers Farm Trust in an effort to address numerous claimed issues arising from a subdivision immediately across the street from 190 East Street North that were claimed to be having a serious negative impact on the FARM TRUST and the ability to farm it.

Many things contained therein are instructive. For example, experts in that case testified at trial that the FARM TRUST property at 190 East Street North, “contains a good deal of wetlands soil – estimated to be at 50-60 percent of the area.” *See Id.* at \*29.

It is also noted from this exhibit that the Trustee of the Bielonko Brothers Farm Trust expended tremendous effort and resources to preserve the FARM TRUST and prevent the continuance of the subdivision across the street because of the negative impact it was having on the FARM. However, the Applicant here now seeks to do the exact same thing on the FARM property itself.

It is apparent that the representations and statements by the Applicant *currently* appear to be contradicted and inconsistent with the representations and statements by experts and by the Trustee of the Bielonko Brothers Farm Trust, in that legal proceeding, and over time.

**Exhibit 15: Chapter 422a of the Connecticut General Statutes – Agricultural Lands**

This is produced for its contents and ease of access to the applicable statutes. In the interest of brevity, the relevant statutes will not be re-stated here.

**Exhibit 16: Chapter 822 of the Connecticut General Statutes – Easements and Restrictions**

This is produced for its contents and ease of access to the applicable statutes. In the interest of brevity, the relevant statutes will not be re-stated here.

**Exhibit 17: Model Agricultural Conservation Easement 2019, Connecticut Farmland Trust**

This is produced for its contents. The model is accessible online at:

<http://ctfarmland.org/site/wp-content/uploads/2020/07/2020-CTF-Model-Ag-Easement-Synthesis-CLEAN.pdf>

**Exhibit 18: Commentary to the Model Grant of Agricultural Conservation Restriction**

This is produced for its contents. The commentary is accessible online at:

<http://ctfarmland.org/site/wp-content/uploads/2016/10/MODEL-AG-EASEMENT-COMMENTARY-FINAL.doc>

It is noted that this commentary was produced by very experienced professionals that have been working with these kinds of scenarios for a very long time.

It is noted that there is a section that explains how to interpret and understand such agreements in a practical way that is very helpful for anyone trying to learn more about farmland preservation restrictions, how they operate, and the many ways in which they take shape.

On Page 3, the commentary states:

“Understanding the nature and composition of conservation restrictions makes them much more readable and sensible. It is said that when a party owns land it owns a bundle of rights, much like a “bundle of sticks”. [*sic*] One stick may be the right to walk on the property, another to build on it, another to farm it, another to have guests etc. When a conservation restriction is granted, the landowner transfers to the land trust some of those sticks (rights). For example, the conservation restriction held by the land trust may restrict the right to subdivide the property. This does not mean that the land trust has been granted the right to subdivide the property, it more appropriately means that the owner has given the subdivision stick to the land trust. In the future if the landowner or a successor seeks to subdivide the property, the land trust can hold up the pieces of stick and say “you cannot do that, we have the stick”. [*sic*]”

## II. PURPOSE, CONCLUSIONS AND ADDITIONAL INVESTIGATION REQUIRED

In addition to addressing the matter at issue in this hearing, it is important to note that the depth of the information provided herein and the extent of the exhibits attached, are not in any way intended to burden anyone or cause any harm in any way to any person – now or in the future. In fact, the exact opposite is true.

Anyone that has been tasked with such an important responsibility as the enforcement of farmland preservation should want to have this information and ready-access to the many primary and secondary sources attached herein. It is especially concerning to think that anyone would want to make a decision *without* this information. There are also many more resources and tools available for anyone that is seeking to learn more about farmland preservation.

The depth herein is intended to serve the purpose of providing the Zoning and Planning Department, the Commission, any other appointed or elected officials, and the entirety of the residents of the Town of Suffield with all of the facts, circumstances, legal authorities, tools, models, and any other relevant information, prior to any action with respect to this land, or any others.

The depth of this information is also provided (and can be provided again and again) to help inform any other person that may seek to own, conserve, and operate a farm in Suffield into the future, so that such person(s) can plan effectively and understand the numerous legal considerations that come with the significant fiduciary obligations and strict legal requirements of owning and keeping preserved farmland. It is in the best interest of the Town of Suffield to have such fiduciary-owners that are informed of the law. It is equally important and in the best interest of the Town to make sure that each of those fiduciary-owners are actually held to the same stringent standards of the law, with due regard, consideration, and fairness afforded to each and every one of them. Fiduciary-owners must know that they are expected to be role models for the future farmers of Suffield that will be taking up the task of preserving and conserving these lands long into the future, for many generations to come.

Furthermore, the proper understanding, enforcement, and protection of preserved farmland is especially important in the Town of Suffield. The survey results show that 90% of the population feels it is the most important priority of the Zoning and Planning Commission. This cannot be ignored. It is also equally important to *get it right* because we have so much preserved farmland in town, and likely much more to come. With so many fiduciaries of such conserved land across the many ways that these types of agreements take shape – all of which are different – it is critical that each circumstance be properly considered and lawfully evaluated with the attention to detail and fact-specific circumstances that is required.

The Application at issue in this matter must be rejected for the many reasons stated and explained herein, including, but not limited to:

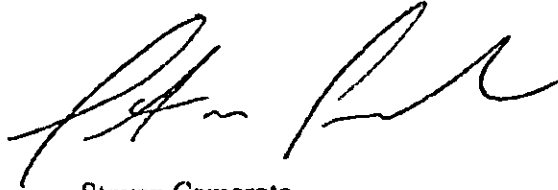
1. The subject matter of the application – **the division or subdivision of 190 East Street North** – is expressly prohibited by numerous deed restrictions – both, as preserved and restricted farm land and as conservation restrictions under relevant statute.
2. The subject property – **190 East Street North** – is in the **Farmland Preservation Zoning District (FP)** of the Town of Suffield. This is mandatory by town regulation, and is not discretionary. The application is misstated and misrepresented. Any continuation of such intentional misrepresentations is not in the best interest of the Applicant, or the Zoning and Planning Commission, or the Town of Suffield.
3. There is no evidence to suggest that title to the subject property is lawfully or actually vested with **Brick Turf, LLC**, and there is significant evidence suggesting that it remains lawfully owned and properly vested with the **Bielonko Brothers Farm Trust**, and/or remains subject to all the same fiduciary duties and obligations of the **Bielonko Brothers Farm Trust** as the successor fiduciary in interest. The actual and lawful title to the property must be fully investigated and carefully determined prior to any further action with **“Brick Turf LLC”** as the alleged title-holder. It is the duty of the **Trustee of the Bielonko Brothers Farm Trust** to preserve, protect, and warrant proper title with any fiduciary-owner. He has not done so and the recent activities are very inconsistent with almost 30 years of prior fiduciary ownership of this **FARM TRUST**.
4. This property is a clearly identified and inventoried as a **historical resource of the State of Connecticut**. The very thing that is inventoried as historical is the same exact thing that Applicant seeks to destroy. This alone would be sufficient to reject the application.
5. The proposed activities are inconsistent with the purpose, intent, and standards that apply to the preservation of the farm land at issue across the many redundant, overlapping restrictions and fiduciary obligations that are an integral part of the fiduciary ownership of this land. This is supported by significant additional evidence, including but not limited to the express assertions under oath by the **Trustee of the Bielonko Brothers Farm Trust**, dating back to 1998, and specifically, that any subdivision such as this and especially one occurring on the very best farming soils of the land, will cause significant harm to the FARM and the continuing preservation of the same.
6. All fiduciary-owners of preserved farmland in Suffield must be treated with equality and fairness under the law. Though the types of agreements and the facts and circumstances surrounding each site may be different, they are all fiduciary-owners and must be held to be *role models* for those that will follow them into the future. The Suffield Planning and Zoning Commission cannot pick and choose when it decides to

follow the law. It must do so each and every time, for each and every piece of land, each and every fiduciary-owner, every time. Fairness requires that the law be consistently applied.

This Addendum and the Exhibits attached herein, are respectfully submitted, this day, October 24, 2025, to the Suffield Zoning and Planning Commission and to the residents of the Town of Suffield.

Sincerely and respectfully,

on behalf of the Camerota Family and  
the people of the Town of Suffield,

A handwritten signature in black ink, appearing to read 'Steven Camerota', with a stylized flourish at the end.

Steven Camerota