

**GLASTONBURY TOWN COUNCIL AGENDA
TUESDAY, FEBRUARY 26, 2019 – REGULAR MEETING
6:00 P.M. – COUNCIL CHAMBERS, TOWN HALL
2155 MAIN STREET, GLASTONBURY**

Council Members: Thomas P. Gullotta, Chairman; Lawrence Niland, Vice Chairman; Deborah A. Carroll; Dr. Stewart Beckett III; Kurt P. Cavanaugh; Mary LaChance; Jacob McChesney; George P. Norman; Whit Osgood

BUDGET REVIEWS FOR FISCAL YEAR 2019-2020 – 6:00 P.M TO 8:00 P.M.

- Presentation and discussion concerning Town Operations, Debt & Transfer, Revenues & Transfers, Capital Reserve Fund, Capital Improvement Program and other budget related matters involving the combined 2019-2020 budget proposal.
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1. Roll Call.
 - (a) Pledge of Allegiance.
2. Public Comment.
3. Special Reports.
4. Old Business.
5. New Business.
 - (a) Discussion and action concerning membership in Metropolitan District for public water service.
 - (b) Action on grant process for Glastonbury High School Kitchen Project.
 - (c) Discussion concerning proposed increases to State minimum wage.
 - (d) Action on transfer from Contingency – Cyber Security Audit.
6. Consent Calendar.
 - (a) Action on License Agreement between Town of Glastonbury and Federal Aviation Administration.
7. Town Manager's Report.
8. Committee Reports.
 - (a) Chairman's Report.
 - (b) MDC.
 - (c) CRCOG.
9. Communications.
10. Minutes.
 - (a) Minutes of February 13, 2019 Special Meeting.
11. Appointments and Resignations.
 - (a) Resignation of Denise Weeks from the Commission on Aging (D-2019).
12. Executive Session.
 - (a) Potential Land Acquisition.
 - (b) Draft terms and conditions for sale of Town owned land off Western Boulevard.



Town of Glastonbury

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**BUDGET REVIEWS FOR
FISCAL YEAR 2019-2020
02-26-2019 Meeting**

Richard J. Johnson
Town Manager

February 22, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Budget

Dear Council Members:

A presentation and review is scheduled for Tuesday evening on the proposed Town Operating Budget. The discussion will also include a summary of the Debt & Transfer, Capital Improvement and other topics as applicable. Department Directors will attend should Council have questions on specific operating areas. Summary background information is presented below and attached.

- The Board of Finance completed its review of the Town Operating, Debt & Transfer, and Education budget proposals for FY2020. The combined budget proposals were reduced by \$1.74± million.
 - Town Operations (\$373,340)
 - Debt & Transfer (\$250,000)
 - Education (\$1,150,496)

Note: The dollar figures above require some fine tuning to achieve the Board's recommendation.

- The Board also assumed no payment for the Teacher Retirement Fund effective FY2020.

The attached page provides a comparative summary from the Annual Town Meeting to Board action.

- The mill rate would increase from 36.1 to 36.125 or .35% with the budget as now proposed.
- The attached slides summarize Governor Lamont's proposed budget for Operating and Capital Revenues and the proposed local contribution to the Teacher Pension Fund.
- Capital Reserve funded projects for July 1, 2019 are summarized on the attached page. The GHS locker/restroom project is funded over two years with \$1 million effective July 2019. Construction was consistently planned for spring/summer 2020. Second phase of Capital Funding would be considered for the July 1, 2020 Capital Program.
- The Board of Finance did not recommend any changes to the proposed Capital Projects.

Additional information can be provided as may be requested.

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal
Attachments

Town Manager Proposed Compared to FY2019 Budget

	Adopted 2018-2019	TM Proposed 2019-2020	\$ Change	Percent Change
Town Operations	42,016,003	43,241,973	1,225,970	2.92%
Debt & Transfers	14,967,804	14,223,755	(744,049)	-4.97%
Education	105,366,982	109,158,898	3,791,916	3.60%
Total	162,350,789	166,624,626	4,273,837	2.63%

BOF Proposed Compared to FY2019 Budget

	Adopted 2018-2019	BOF Proposed 2019-2020	\$ Change	Percent Change
Town Operations	42,016,003	42,868,633	852,630	2.03%
Debt & Transfers	14,967,804	13,973,755	(994,049)	-6.64%
Education	105,366,982	108,008,402	2,641,420	2.51%
Total	162,350,789	164,850,790	2,500,001	1.54%

BOF Proposed Compared to Town Manager Proposed FY2020

	TM Proposed 2019-2020	BOF Proposed 2019-2020	\$ Change	Percent Change
Town Operations	43,241,973	42,868,633	(373,340)	-0.86%
Debt & Transfers	14,223,755	13,973,755	(250,000)	-1.76%
Education	109,158,898	108,008,402	(1,150,496)	-1.05%
Total	166,624,626	164,850,790	(1,773,836)	-1.06%

Governor's Proposed Budget

Operating Revenues

	Annual Town Meeting FY19-20	Governor FY19-20	Variance	Governor FY20-21	Variance
PILOT & Mashantucket	-	-	-	-	-
Stabilization	\$385,930	\$385,930	-	\$385,930	-
ECS	\$5,865,227	\$5,089,459	(\$775,768)	\$4,306,998	(\$782,461)
Undesignated Reduction & State Aid	(\$1,200,000)	-	\$1,200,000	-	-
Teacher's Pension – New Expense	-	(\$500,375)	(\$500,375)	(\$1,033,322)	(\$532,947)
Total	\$5,051,157	\$4,975,014	(\$76,143)	\$3,659,606	(\$1,315,408)

Governor's Proposed Budget

Capital Funding

	Annual Town Meeting FY19-20	Governor	Variance
Town Aid	\$460,000	\$461,217	\$1,217
Municipal Projects	\$240,799	\$240,799	-

Capital Improvement Program: Town Manager Recommended Projects: 2019-2020
February 26, 2019

	CIP Workshop \$1.0m Locker Facility
Infrastructure & Major Equipment Care & Maintenance	\$7,597,000
Physical Services	
Road Overlay	\$1,400,000
Fisher Hill Bridge	\$300,000*
Construction Equipment	\$110,000*
Slocomb Dam	\$50,000
Drainage	\$100,000
Sidewalk Repair	\$175,000
Glastonbury Boulevard	\$1,800,000*
Public Safety	
Public Safety Communications	\$37,000*
Police Building	\$60,000
Fire Companies	\$220,000
Fire Rescue Boat	\$135,000
Education	
GHS Cafeteria	\$1,250,000*
GW Heating & Cooling	\$500,000
Hopewell School Paving	-
GHS Locker Room	\$1,000,000
Sanitation/Refuse	
Wheel Loader	\$235,000
Parks & Recreation	
Tree Management	\$125,000
General Government	
Building Roofs	\$100,000
Ongoing Projects	\$2,010,000
General Government	
Property Revaluation	\$145,000
Document Management	\$50,000
Physical Services	
Main Street Sidewalks	\$890,000*
Sidewalk Connections	\$100,000
Intersection – NLT / Sycamore / Douglas	\$175,000
Education	
Elementary School A/C	\$525,000
General Government – Facilities	
Security / Town Hall / Academy	\$100,000
Energy / Sustainability	\$25,000
New Projects	\$100,000
Traffic Calming	\$100,000
Subtotal	\$9,707,000
	Less Grants and Available Funding
	(\$3,067,000)
Net Estimated Cost	\$6,640,000

**Before Grants*

Other Projects to be Funded Outside of Capital Reserve Program

- Town Aid: \$461,217



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ITEM #5(A)
02-26-2019 Meeting

Richard J. Johnson
Town Manager

February 22, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Public Water Service

Dear Council Members:

At the February 13th meeting representatives from the Metropolitan District discussed plans for water service projects in Glastonbury over coming months/years. As part of this discussion, Council members expressed interest in becoming a formal member of the District for public water service. Glastonbury is currently served by the District as a non-member Town. This topic requires a full understanding of the process, requirements, benefits, and obligations of such membership. Should Council wish to formally consider working with the District to become a member for water service, the following action is suggested.

"BE IT RESOLVED that the Glastonbury Town Council hereby expresses its support to initiate discussions with the Metropolitan District on becoming a formal member for public water service and authorizes the Town Manager to formally advise the District CEO of the desire for Glastonbury to engage in such discussions and schedule a meeting for representatives of the Town and District accordingly, as described in a report by the Town Manager dated February 22, 2019."

Sincerely,



Richard J. Johnson
Town Manager

RJJ/sal



Town of Glastonbury

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ITEM #5(B)
02-26-2019 Meeting

Richard J. Johnson
Town Manager

February 22, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: GHS Kitchen Project

Dear Council Members:

The project to renovate the kitchen at GHS is eligible for 32%± grant reimbursement through the State School Construction Grant Program. The grant is estimated to total \$250,000 for eligible project expenses. The grant process requires formal action by the Board of Education and Council. The Board of Education has completed its action and the matter is now scheduled for Council review and authorization as follows.

"BE IT RESOLVED, that that the Town Council authorizes the Glastonbury Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the Kitchen Alterations at Glastonbury High School."

"BE IT RESOLVED, that the Public Building Commission is hereby established as the building committee with regard to the Kitchen Alterations at the Glastonbury High School."

"BE IT RESOLVED, that the Town Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Kitchen Alterations Project at Glastonbury High School."

Initial capital funding is approved effective July 1, 2018 with the balance of funding recommended for July 2019 with construction over coming summer months.

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal



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Richard J. Johnson
Town Manager

ITEM #5(C)
02-26-2019 Meeting

February 22, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Minimum Wage

Dear Council Members:

The budget presented by Governor Lamont recommends a phased increase to the minimum wage from \$10.10 to \$15.00 over the four years starting January 1, 2020 as follows:

- January 1, 2020 - \$11.25
- January 1, 2021 - \$12.50
- January 1, 2022 - \$13.75
- January 1, 2023 - \$15.00

I was asked to schedule this topic for Council discussion in the event formal comment (pro/con) to Senator Cassano and Representatives Barry and Doucette is desired. Formal action can be developed based on Tuesday evening's discussion.

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal



Town of Glastonbury

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Richard J. Johnson
Town Manager

ITEM #5(D)
02-26-2019 Meeting

February 22, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

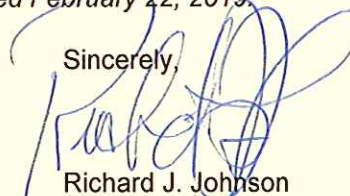
Re: Cyber Security Audit

Dear Council Members:

As discussed previously, the continuing threat of cyber attacks on Town systems supports an independent audit of all Town systems and security protocols. While every effort is continuing to effectively protect Town records and assets and adjust protocols as needed, an independent audit appears reasonable given the downside risk. The process would involve a confidential audit report and potentially ongoing advice as to evolving threats and protections. A \$25,000 transfer from Contingency (available balance \$140,000) is suggested. This allocation is based upon discussions with other entities performing such audits. The process will be subject to a formal RFQ process, background and experience, desired scope, and competitive fee process. Should Council wish to consider this matter, the following is provided for your consideration on Tuesday evening.

"BE IT RESOLVED, that the Glastonbury Town Council hereby approves a \$25,000 appropriation from Contingency for a cyber security audit of Town systems and protocols subject to favorable action by the Board of Finance, as described in a report by the Town Manager dated February 22, 2019."

Sincerely,



Richard J. Johnson
Town Manager

RJJ/sal



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Richard J. Johnson
Town Manager

ITEM #6(A)
02-26-2019 Meeting

February 22, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Consent Calendar

Dear Council Members:

The following item is scheduled for Consent Calendar action on Tuesday evening:

a. **Federal Aviation Administration (FAA) Revocable License Agreement**

For many years communications equipment for the public safety system has been located on a 1± acre parcel located off Clark Hill Road and owned by the FAA. The FAA is asking to update the formal license agreement for this purpose. A copy of the Revocable License Agreement is attached. This is consistent with prior agreements with updates reviewed by Town staff and Town Attorney. Favorable action is recommended.

"BE IT RESOLVED, that the Glastonbury Town Council hereby authorizes Richard J. Johnson, Town Manager, to execute the Revocable License Agreement with the Federal Aviation Administration dated February 26, 2019 for use of a site off Clark Hill Road for public safety communication systems, as described in a report dated February 22, 2019."

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal
Attachment

REVOCABLE LICENSE AGREEMENT
FOR
NON-FEDERAL USE OF REAL PROPERTY
BETWEEN
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND
Glastonbury Police Department

License No: 69435Z-18-N-80003
VOR
Hartford, CT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement"), made and entered into this 1st day of October 2018, by and between the FEDERAL AVIATION ADMINISTRATION, hereinafter referred to as the "FAA" and Glastonbury Police Department, hereinafter referred to as the "Licensee".

WITNESSETH

WHEREAS, the United States of America, acting by and through the FAA owns land on Clark Hill Rd, in Mashomasic State Forest, Glastonbury, CT- VOR facility(ies); and

WHEREAS, the portion of this land utilized by the VOR is available for use by the Licensee; and

WHEREAS, it has been determined that Licensee's use of the subject facility will not interfere with, or adversely impact FAA's mission, and has also determined that granting the Glastonbury Police Department use of the site under conditions and limitations set forth below is in the best interest of the United States.

WHEREAS, it is in the public's interest to improve property utilization and permit this secondary use.

NOW THEREFORE, the FAA does hereby grant unto the Licensee permission to use 1 acre of land in the Hartford, CT VOR, hereinafter referred to as the "Premises", all as shown on Exhibit A, subject to the following terms and conditions:

A. SPECIAL CONDITIONS

- 1) **TERM.** This Agreement shall be effective October 1, 2018 until September 30, 2023, and is revocable at the will of the FAA. The Licensee agrees to provide FAA a minimum of thirty (30) day's written notice of its intent to surrender the Demised Premises.
- 2) **DESCRIPTION OF PROPERTY.** The Premises consists of approximately 1 acre of land, accepted in its condition, as shown on drawing NE-D-27516-001/C, marked as Exhibit "A", which is attached hereto and made a part hereof.
- 3) **PURPOSE OF AGREEMENT.** The Premises shall be used by the Licensee to maintain:

One Telephone Pole; Two(2) 800 MHZ ASTRO-TAC receivers with a receiver multicoupler, one of the Police Department Channel 1 and one for the Police Department Channel 2; Two(2) UHF ASTRO-TAC receivers with a receivers multicoupler, one for the Fire Department and one for EHS; One outdoor cabinet with AC; One (1) UPS with run time of tow (2) hours only; One (1) 960-Microwave KLS Low Speed Date Module toTo support the police department's two digital channels; Mast antennas as well as a Microwave dish; one 30 Amp Circuit.
- 4) **CONSIDERATION.** The Licensee shall pay the FAA rental for the Premises in the amount of Zero (0).
- 5) The Licensee must comply with all conditions or restrictions stated:
 - a) The Glastonbury PD' use of the Demised Premises is limited to the use as stated herein. The Glastonbury PD shall not commit or permit any unlawful acts, activities, or nuisances upon said property.
 - b) The Glastonbury PD agrees to be responsible for any damage to the Demised Premises arising from the use of the demised premises authorized pursuant to this License and shall repair such damage or, in lieu thereof, at the option of the Government, shall reimburse the Government for the cost of repairs, subject to availability of appropriated funds.
 - c) The Glastonbury PD shall not interfere, in any manner or at any time, with the operation of the Hartford VOR.

1.3.8 Outgrant License Form (for non-fed entity)

- d) The Glastonbury PD has inspected and knows the condition of the Demised Premises and it is understood that rights granted to use the Demised Premises are without any representation or warranty by the Government. The Glastonbury PD shall not construct any permanent structure on the said Premises other than that indentified in this agreement.
 - e) With regard to any liability which may arise from Glastonbury PD's use under this license, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own officers, agents or employees and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own officers, agents, or employees. Neither party is hereby waiving any rights or protection it presently enjoys by reason of any applicable State or Federal Law.
 - f) The Licensee shall not cause or permit any electrical/electronic radiating devices, apparatus, or equipment on the Demised Premises that may interfere or conflict with the operation of the FAA communications facility. No electrical/electronic radiating devices will be installed upon the Demised Premises that exceed 100 watts of radiated power. The use and operation of the Demised Premises by Licensee shall be so conducted that interference is not caused to radio electronic equipment operated by the FAA or its other permitted users. If such operations cause interference to the FAA operations, Licensee's use will shut down immediately and remain shutdown until the interference problem is resolved and Licensee will, at no cost to the FAA, take corrective measures needed to eliminate the interference problem. The Glastonbury PD shall, upon notice by the Government, immediately cease any operation or alleviate any physical condition that has or may cause interference with the Government's facility operation during that term of the license.
- 6) The Licensee is liable to third parties for any possible electromagnetic radiation hazard or damage which may be caused by transmitters on the FAA facility.
- 7) The Licensee must provide adequate security for the Premises.
- 8) The License is not assignable to third parties. Any attempt at such assignment shall result in the immediate cancellation of the License.

9) NOTICES. Notices may be sent to the following addresses:

(a) Federal Aviation Administration
Eastern Service Area Real Estate Branch, AAQ-910
1701 Columbia Ave
College Park, Georgia 30337

(b) Marshall S. Porter
Chief of Police Glastonbury, Ct
2155 Main Street
Glastonbury, CT 06033

B. GENERAL CONDITIONS

1. **COMPLIANCE.** Any use made of the Premises, and for any work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be approved by the FAA prior to commencement of any installation or future addition or installation work and shall be accomplished in a manner satisfactory to the FAA.
2. **LAWS AND ORDINANCES.** In the exercise of any privileges granted by this Agreement, Licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
3. **MAINTENANCE.** Licensee shall maintain the improvements and Premises to the standards of repair, orderliness, neatness, sanitation, and safety acceptable to the FAA. Upon request, the Licensee shall allow inspection of the Premises by FAA or Government Representatives, to insure proper use and protection of the Premises.
4. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no FAA property shall be destroyed, displaced, or damaged by the Licensee in the exercise of the privileges granted by this Agreement without the prior written consent of the FAA. In such event, the Licensee shall, at the FAA's request, promptly replace, return, repair and restore any such property to a condition satisfactory to the FAA.
5. **INDEMNIFICATION.** Licensee hereby agrees to indemnify, defend and save harmless, the FAA, its officers, agents and employees from:
 - (a) Any and all claims and demands which may be made against the FAA, its officers, agents or employees by reason of any injury to, or death of, any person, or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any intentional or negligent act or omission of Licensee or any of Licensee's contractors, agents, employees, or persons invited or allowed on the Premises by Licensee;

- (b) Liability for any and all damage to, or destruction of the property of the FAA, occupied or used by Licensee, caused by any act or omission, negligent or otherwise, of Licensee or any of Licensee's contractors, agents, employees or persons invited or allowed on the Premises by Licensee.
6. OPERATION. The Licensee shall confine activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
7. RESTORATION. Upon termination of the use of this License, Licensee shall restore the Premises to the condition existing on the effective date of this License, reasonable wear and tear excepted, and repair any damage caused by its presence or use. Any property of Licensee installed or located on the Premises shall be removed. At the option of the FAA, the FAA's property may be required to be restored to its original condition upon thirty (30) days' written notice to the FAA. If the Licensee fails to remove all structures and improvements, except those owned by the FAA, within a reasonable period, they shall become the property of the FAA. This, however, will not relieve Licensee of liability for the cost of their removal and the restoration of the Premises. The FAA reserves the right to remove Licensee's improvements, restore the Premises to a satisfactory condition, and hold Licensee liable for all costs if the Licensee fails to remove said structures and improvements and restore the Premises as directed by the FAA.
8. EXPENSE. Any cost, expense, or liability connected with, or in any manner incident to, the granting, exercise, enjoyment, or relinquishment of this Agreement shall be assumed and discharged by the Licensee.
9. FUTURE REQUIREMENTS. The Licensee shall promptly comply with such further conditions and requirements as the FAA may hereafter prescribe.
10. ATTEMPTED VARIATION. There shall be no variation or departure from the terms of this Agreement without prior written consent of the FAA TRANSFERABILITY (License) (10/14). The Licensee shall not transfer, assign, or sublet any uses or property on the Premises to third parties, nor grant any interest, privilege, or license whatsoever in connection with this Agreement. Any attempt to transfer, assign, or sublet shall result in the immediate cancellation of the License. If the Licensee, through voluntary or involuntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding ceases to be the owner of the physical improvements situated on the Premises, this Agreement shall automatically terminate.

1.3.8 Outgrant License Form (for non-fed entity)

11. INSURANCE.

A. **General Liability Insurance:** At the commencement of this License, the Licensee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000 per Occurrence for any a number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Licensee, its employees, agents or contractors under this License. The Licensee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

B. **Environmental/Hazardous Substances/Petroleum Products Liability Insurance:** At the commencement of this License, the Licensee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, specific liability insurance to cover any environmental damage, hazardous substances or petroleum products pollution to the property caused by the Licensee. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000 per Occurrence for any number claims arising from any one incident with respect to environmental damage or hazardous substances or petroleum products pollution to the property caused from or related to the presence or operations of the Licensee, its employees, agents or contractors under this License. The Licensee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

C. All insurance required by this Agreement shall be in such form, for such periods of time, and with such insurers as the FAA may require or approve. A Certificate of Insurance or a certified copy of each policy of insurance taken out hereunder shall be sent to the FAA's Real Estate Contracting Officer prior to use of the Premises.

D. During the entire period the License shall be in effect, Licensee shall carry and maintain the required insurance.

E. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this Licensee, it will deliver to the FAA's Real Estate Contracting Officer a Certificate of Insurance or a certified copy of each renewal policy to cover the same risks.

12. HAZARDOUS SUBSTANCES (License) (4/12). The Licensee shall not store, release, or dispose of any hazardous substance on the FAA's property that is subject to this license. Hazardous substances are those substances designated by the Environmental Protection Agency, which may present substantial danger to human health and the environment. If any hazardous substance contamination is found after the inspection or investigation of the subject site by FAA or by any other duly authorized Federal agency, and the contamination is determined by FAA to be a direct result of the Licensee's actions, the Licensee agrees to pay for any and all cost(s) incurred to identify, evaluate and remediate the contamination.
13. ENVIRONMENTAL LIABILITY (License) (4/12). In the exercise of any privileges granted by this Agreement, Licensee is required to comply with environmental laws and regulations and exercise due diligence to prevent any negative effects on the environment (i.e., wetlands, soil, air, water, or groundwater.) The Licensee shall comply with any use restrictions and use only the area designated in this License. If any contamination or damage to property is found after the FAA's inspection/investigation, or the inspection/investigation by any other duly authorized Federal agency, and is a direct result of the Licensee's actions, as determined by the FAA, the Licensee agrees to pay for any and all cost(s) incurred to evaluate, clean up, and restore the damaged property.
14. NONDISCRIMINATION.
- (a) Licensee agrees that no person shall be discriminated against in connection with the use made by the Licensee of the Premises, on the grounds specified in Title VI of the Civil Rights Act of 1964 (78 Stat, 238, 252; 42 U.S.C. 2000 (d)).
 - (b) Licensee shall obtain from each person or firm who, through contractual or other arrangements with the Licensee, provides services, benefits or performs work on the Premises, a written agreement whereby said person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon Licensee as indicated above. Licensee shall furnish a copy of such agreement to the FAA.
 - (c) The breach by the Licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of this Agreement.

15. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
16. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this Agreement or, in its discretion, to recover from the Licensee the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
17. ANTI-KICKBACK. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the lease contract price charged by the Lessor to the United States or in the lease contract price charged by a subcontractor to the Lessor or higher tier subcontractor.
18. CHANGE OF ADDRESS. In the case of change of address, the Licensee shall immediately notify the FAA, in accordance with Section A.12. herein.
19. BREACH. This License may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA.
20. EFFECTIVE DATE. This License shall be effective on the date it has been fully executed by the parties hereto.
21. GOVERNING LAW. This License shall be governed by Federal Law.
22. To promote air safety and the efficient use of the navigable airspace, IF the Licensee proposes to emit any additional frequencies; and/or the addition of any new structures onsite, this proposal would require the FAA conduct an aeronautical study based on this new information through an executed FAA Form 7460-1, Notice of Proposed Construction or Alteration. This can be accomplished through the FAA public online portal at: <http://oeaaa.faa.gov>

1.3.8 Outgrant License Form (for non-fed entity)

23. CONTRACT DISPUTES

(a) All contract disputes and arising under or related to this license contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Licensor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,

800 Independence Ave, S.W.,

Room 323,

Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(d) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the license contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written above.

Town of Glastonbury, CT
2155 Main Street
Glastonbury, CT 06033

By: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Title: _____

Date: _____



Town of Glastonbury

2155 MAIN STREET • P.O. BOX 6523 • GLASTONBURY, CT 06033-6523 • (860) 652-7500
FAX (860) 652-7505

Richard J. Johnson
Town Manager

ITEM #7
02-26-2019 Meeting

February 22, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Town Manager's Report

Dear Council Members:

The following will keep you up to date on various topics.

1. **Historic Terminal Piping and Dock Removal Project**

The design and bidding process is complete for removal of the former dock at the Riverfront Park. This is the dock serving the former Field Holstein Operation for offloading of petroleum products. The dock structure is deteriorated and in need of removal. I would expect work to proceed over coming weeks. DEEP has confirmed removal or leaving the structure in place will have no impact on an application for a new structure.

2. **Chestnut Hill Road**

This involves testing of wells within a quarter mile radius of the former berry farm located off Chestnut Hill Road. This testing results from high levels of uranium detected in well water along with the agricultural pesticide 1,2-dichloropropane. The Glastonbury Public Health Department is working in cooperation with State DPH and DEEP. I've attached a letter by Glastonbury Health Director Wendy Mis to property owners in the testing area.

3. **Livable Landscapes**

The attached flyer summarizes a program scheduled for Wednesday, March 20th at the RCC.

4. **Multi-Use Trail**

All approvals are in place for the multi-use trail extending between Western Boulevard and House Street. A 15-acre conservation area on Town owned land between Western Boulevard and Nye Road/House Street was originally contemplated. This was outlined to Council in August of 2018. Final approval by The Army Corps expanded the original 15 acres, however, since this area is not suitable for development, a larger conservation area is not problematic.

5. **Connecticut Magazine**

I thought you would be interested in the recent article in Connecticut Magazine concerning Glastonbury.

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal
Attachments



Town of Glastonbury

Health Department

February 20, 2019

Dear Homeowner:

Glastonbury Health Department has been notified of elevated levels of naturally occurring uranium and radon in a private well in your Chestnut Hill Road neighborhood. The levels detected exceed the EPA maximum contaminant level of 30 micrograms per liter ($\mu\text{g/l}$) for uranium and 5,000 picocuries per liter (pCi/l) for radon. Uranium and radon occur naturally in some Connecticut bedrock ground water, and can enter drinking water wells. The amount of uranium and radon in bedrock and well water can vary greatly from one property to another. Individual well testing is the only way to know if a well is contaminated. Exposure to uranium and radon at high levels for extended periods of time is linked to certain health problems.

Also detected in your neighborhood was 1,2-dichloropropane, a soil fumigant with former widespread use on berry farms. The concentration of 1,2-dichloropropane detected was less than, but approaching the state drinking water action level. Glastonbury Health Department is testing homes in proximity to the farm to determine levels of this chemical in well water.

Glastonbury Health Department is offering water testing for uranium, radon, and 1-2-dichloropropane free of charge to private well owners in the area. Testing will be conducted at the State of Connecticut laboratory in Rocky Hill. Your well water test results will be provided to you, with guidance on water treatment, if necessary.

If you would like the Health Department to test your water free of charge for uranium, radon, and 1,2-dichloropropane, we will be in your neighborhood on Monday, February 25, to collect samples. Samples will be collected between 9 am and 1 pm, and between 3 pm and 6 pm. We will need access to your kitchen sink and basement, so someone will need to provide us access into your home. Please call the Health Department at 860-652-7534 to arrange for sample collection. Feel free to leave a brief message with your name, address, and phone number if you call after regular business hours.

We will be conducting several additional rounds of testing in the area, so if you are interested in having your well tested, but are not available on the 25th, please call the Glastonbury Health Department office, and we will notify you of the next round of testing. Information about uranium, radon, and 1,2-dichloropropane is available on the town website under the Health Department webpage at www.glastonbury-ct.gov.

Thank you,

Wendy S. Mis, MPH, RS
Director of Health

The Land Heritage Coalition
of Glastonbury, Inc. presents

*Free and open
to the public,
good-will offerings
accepted.*

Livable
Landscapes

LIVABLE LANDSCAPES

*A movie exploring how growth
and sprawl affect the quality
of life in New England*

By examining the history of land use and the changes that have hit working forests, farms, village centers, and urban downtowns, the video looks at how communities have tried to preserve the qualities that make them unique.

"This marvelous and unique film shows that we can create the future even if we can't predict it very well, and tells how." John Gordon, Professor Emeritus of Forestry & Environmental Studies, Yale University

**Wednesday,
March 20, 2019**

**Glastonbury Riverfront
Community Center**
300 Welles St, Glastonbury, CT

www.lhcglastonbury.org

7
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About-town

Home / CONNECTICUT TRAVEL / About-town

http://www.connecticutmag.com/travel/about-town/glastonbury-is-a-happy-marriage-of-old-and-new/article_636a3cdc-0308-11e9-937b-9fcb0577a182.html

Glastonbury is a Happy Marriage of Old and New

Erik Ofgang Feb 20, 2019



Daybreak Coffee Roasters in Glastonbury

Kim Tyler

The Rocky Hill-Glastonbury ferry has been carrying people across the Connecticut River since 1655 and is the oldest continuously operated ferry in the U.S. It is also just one of many points of history-related pride in Glastonbury, which was incorporated in 1693 and is one of Connecticut's oldest municipalities.

Despite its history, Glastonbury is not a quaint community that lives in the past. Instead, the town on the banks of the Connecticut River feels thoroughly modern with a sleek mix of local shops, national retail chains and a restaurant scene that is similar in quality to that of nearby West Hartford.

Just 7 miles from Hartford and bordering several towns including Rocky Hill, Manchester and East Hartford, Glastonbury has a population of 34,584 and a median household income of \$108,600, according to U.S. Census Bureau data from 2016. The town includes the South Glastonbury historic district and has plenty to offer for visitors and residents alike.



Bricco Trattoria in Glastonbury

Kim Tyler

Food & Drink

—

Several Hartford-area restaurant groups maintain a strong foothold in Glastonbury, including the elegant Italian-American spot **Billy Grant's Bricco Trattoria** (860-659-0220, billygrant.com/trattoria) and Max Restaurant Group's **Max Amore** (860-659-2819) and **Max Fish** (860-652-3474, maxrestaurantgroup.com). Other beloved spots in town include the popular Mexican restaurant **Sayulita** (860-430-9941, cantinasayulita.com) and Midwestern-style steakhouse **J. Gilbert's** (860-659-0409, jgilberts.com). Glastonbury also has a wealth of specialty beverage destinations. **The Crystal Ridge Winery** (860-657-1004, crystalridgewinery.com) has a beautiful vineyard and a tasting room with views of Hartford. **Liquid Nirvana** (860-430-9255, liquid-nirvana.com) offers smoothies and other drinks. There are several coffeehouses in town with their own fan bases; one favorite is **Daybreak Coffee Roasters** (800-882-5282, daybreakcoffee.com). The coffeehouse is also home to an onsite roastery and visitors are greeted with the warm smell of fresh roasts when they walk inside.



Pinwheels Toys & Games in Glastonbury

Kim Tyler

Shopping

The town's independent bookstore, **River Bend Bookshop** (860-430-6608, riverbend

bookshop.com), specializes in children's literature but offers a compelling mix of fiction for adults as well, with an emphasis on local authors as well as staff picks. During our visit, we were excited to find a handcrafted wooden placeholder for books. The store was opened in November by Glastonbury resident Meghan Hayden, who told us that after a few weeks the place had already developed regulars. "Book people have a way of finding bookstores," she says. The Glastonbury resident says she decided to open a shop here because "we have the best town." Nearby, the **Sow's Ear** (860-633-0311, sowsearct.com) specializes in repurposed antiques, while **Pinwheels Toys & Games** (860-430-2954, pinwheelstoys.com) offers many interactive and science-inspired products for kids. The town is also home to the **Shops at Somerset Square** (212-608-5108, theshopsatsomersetsquare.com), an outdoor shopping center that is home to Victoria's Secret, Lux Bond & Green, a Francesca's women's boutique and much more.



Cotton Hollow Preserve in Glastonbury

Kim Tyler

The Great Outdoors

Driving around Glastonbury, one sees many sweeping farm vistas and it's clear there remains a strong agricultural element to the area. One of several working farms in town is **Killam & Bassette Farmstead**(860-833-0095, kbfarmstead.com; opening Memorial Day weekend), which raises pork

and chicken. The meat is free of nitrates, growth hormones, steroids or artificial ingredients. But gazing over wide farmlands (and/or chowing down on farm-fresh products) is only one of many ways to enjoy being outside here. Other options include walking at the Glastonbury Ferry Landing (524 Ferry Lane). This is home to the previously mentioned Rocky Hill-Glastonbury ferry. The historic ferry only operates seasonally (it opens April 1), but there is a hiking trail with great views of the water. Other popular town hiking spots include the portion of the **East Coast Greenway** which runs through town, the **Buckingham Reservoir Trail** and **Cotton Hollow Nature Preserve** (493 Hopewell Road).

Living here

Micki Gebhardt, a Glastonbury agent with William Raveis Real Estate, says residents are attracted to the town for its highly rated schools, lively town center, and community spirit. It also is within commuting distance to Hartford (15 minutes), New Haven (45 minutes) and Massachusetts (40 minutes).

Real Estate

What you can get...

For \$259,000: A 1,456-square-foot restored Colonial farmhouse on a third of an acre with three bedrooms and one bathroom.

For \$359,000: A 2,176-square-foot home on 1½ acres next to a nature preserve with three bedrooms and two baths.

For \$639,900: A 5,309-square-foot modern Colonial on a little under an acre with four beds, four full bathrooms and one half-bath.

Schools

The school system received an A+ rating from niche.com and is currently ranked by the same site as the seventh-best district in the state, and the best in the state outside of Fairfield or New Haven counties. Six of the town's eight public schools, including Glastonbury High School, are rated 8 or 9 (out of 10) by Great Schools.



This article appeared in the March 2019 issue of Connecticut Magazine. You can subscribe here, or find the current issue on sale here. Got a question or comment? Email editor@connecticutmag.com, or contact us on Facebook [@connecticutmagazine](https://www.facebook.com/connecticutmagazine) or Twitter [@connecticutmag](https://twitter.com/connecticutmag).

Erik Ofgang

The senior writer at Connecticut Magazine, Erik is the co-author of Penguin Random House's "The Good Vices" and author of "Buzzed" and "Gillette Castle." He is also an adjunct professor at WCSU's MFA Program and Quinnipiac University



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**GLASTONBURY TOWN COUNCIL
SPECIAL MEETING MINUTES
WEDNESDAY, FEBRUARY 13, 2019**

The Glastonbury Town Council with Town Manager, Richard J. Johnson, in attendance, held a Special Meeting at 7:00 p.m. at the Council Chambers of Town Hall, 2155 Main Street, Glastonbury, Connecticut.

1. Roll Call

Council Members

Mr. Thomas P. Gullotta, Chairman
Mr. Lawrence Niland, Vice Chairman
Dr. Stewart Beckett III
Ms. Deborah A. Carroll
Mr. Kurt P. Cavanaugh {excused}
Ms. Mary LaChance
Mr. Jacob McChesney
Mr. George P. Norman
Mr. Whit C. Osgood

1. Roll Call.

(a) Pledge of Allegiance.

Led by Vice Chairman Niland

2. Public Comment.

Mr. Jeffrey Stein of 142 Olde Stage Road and President of Bike Walk Glastonbury, advocated for further development of the north south route through town and a multi-use path along a southern portion of Main Street for safety due to the busy vehicle traffic.

3. Special Reports.

(a) Report on October 1, 2018 Grand List.

Mr. Johnson reviewed his memo to the Council on the subject dated February 8, 2019. Town Assessor Nicole Lintereur reviewed her report in some detail noting a 1.2% increase in the grand list over last year with growth in all three segments. Mr. Osgood confirmed that the increase did not include revaluation. Dr. Beckett urged caution with increasing personal property rates as it could squash interest to come to, or remain in town.

(b) Presentation and discussion concerning Metropolitan District Water projects in Glastonbury.

Mr. Johnson reviewed his memo to the Council on the subject dated February 8, 2019. Ms. Susan Negrelli, P.E., Ms. Jennifer Ottalagana, P.E. and David Banker, P.E. reviewed slides concerning MDC water projects in town. Ms. LaChance asked about residents being assessed. Ms. Ottalagana said that residents are assessed if they can be serviced by MDC water. Ms. LaChance asked about the net costs of the projects. Ms. Ottalagana said that she didn't have the numbers but generally they try to recoup 70% of the project cost and thus, the net would be 30%. Mr. Norman asked how cost/benefit decisions are made about expansion since they pass costs onto customers. Ms. Negrelli said that unless they are told they must do an extension by the Department of Public Health, they hold a public hearing and resident opinion is weighed accordingly. Mr. Norman asked about becoming a member town. Ms. Negrelli said eight towns that utilize both drinking water and waste water services are the member towns. Mr. Norman suggested they consider allowing water only memberships.

Vice Chairman Niland confirmed with the representatives that the MDC can hold a public hearing but can make a decision contrary to the public input. Dr. Beckett questioned why the MDC would plan for a deficit for line extensions. Ms. Ottalagana said that they have water funds and try to keep rates down. Dr. Beckett questioned why the MDC charges all for extensions because some people were too cheap to put them in in the first place. He also said that Glastonbury has had public water for 100 years and MDC took over and then turned around and charged those people for expansion elsewhere in town and out of town. He also said that he, too, would like to see water only membership. Mr. Osgood thanked them for coming noted the main line planned for Glastonbury to bring water to Portland and East Hampton and said that he didn't think Glastonbury should be responsible for those costs. Ms. Negrelli said that she would bring back the comments to the water bureau.

Dr. Beckett declared a conflict and recused himself for the next agenda item as he has property directly impacted by the potential project.

4. Old Business.

(a) Continued discussion on options for construction of new sidewalks along Main Street – Mallard Drive to Stockade Road.

Mr. Johnson reviewed his memo to the Council on the subject dated February 8, 2019. Mr. Dan Pennington, Town Engineer, reviewed the maps and noted concerns for conflict between bike and vehicular traffic on a path and coming on and off a path. He also noted the significant added costs and impacts to property owners along the path. Mr. Osgood was appreciative of the information and expressed support for the sidewalk. Vice Chairman Niland, Ms. Carroll, Mr. McChesney and Mr. Norman echoed Mr. Osgood in support of the sidewalk.

Dr. Beckett returned and was recognized for the remainder of the meeting.

5. New Business.

(a) Presentation and discussion concerning proposed new Locker Room Facility at GHS.

Mr. Johnson reviewed his memo to the Council on the subject dated February 8, 2019. Chairman Gullotta asked about walls being load bearing and Mr. Jason Stabach of the architectural consultant firm ID3A, reviewed the plans and elevations. Mr. Osgood asked about the issue of accessibility to the field which was also reviewed by Mr. Stabach. Mr. Osgood asked about the square footage of the bathrooms. Mr. Johnson said 1300 square feet from a total of 8000 square feet. Mr. Stabach noted the \$2.6M cost noting they are continuing to try and find areas for reduction. Mr. McChesney questioned why they proposed to destroy and start new. Mr. Stabach said that the issue they are trying to solve is gender parody which would remain if there was an antiquated and new facility and there was only a \$200K difference between re-use and all new.

Dr. Beckett advocated for a more basic 50X100' structure without the extra scale and roof upgrades. Vice Chairman Niland said that \$325/square foot seems high. Mr. Stabach noted the site work that's included. Mr. McChesney advocated for function over looks and urged the architect to simplify the roof. Mr. Osgood said that there are ways to do it saying he just worked on a 10,000 square foot building that was \$1.4M. Mr. Stabach said that they considered a steel stud building. Mr. Norman asked about the time it would be used. Mr. Stabach said that they would anticipate use from 2pm through 6pm. Mr. Norman said people are not in the space very much. Mr. Stabach said it was designed very basic for longevity not aesthetics.

Mr. Osgood asked about the cost of the restroom building to which Mr. Stabach said \$500K. Ms. Carroll said she wanted a compliant, functional, sturdy building and felt it could be trimmed down a little. Mr. Stabach said that the space is bare bones but storage was a huge need so they didn't want to trim it down so much that they would end up needing another building for storage. Mrs. Susan Karp, Board of Education Chairman, said that the staff has been involved and they all are anxious to save money as long as they are meeting the needs of the athletes, coaches and trainers. Ms. Trish Watkin, Athletic Director, said that the facility is used 2:15pm to 6:30pm most days, as late as 9:30pm on game nights and some weekends. She noted the flow issue with the second plan in no separation of athletes or spectators or the ability for safe exit for officials. She also noted the flow restriction in the athletic training room.

Vice Chairman Niland asked who uses the turf field which was listed by Ms. Witkin. Dr. Beckett expressed frustration in the new information coming to light at this point in the process noting he had never heard of the ADA issue. He said he would like elevations of the two plans and flow charts remarking that he was unsure if they forgot something or were trying to justify something. He said they need 100% of the plan and no new information. Mr. Al Costa, Education Director of

Facilities, explained the issue with the pedestrian traffic flow and their process to review the plans from many angles. Ms. Carroll urged them to find a more cost-effective solution. Mr. Osgood said that they need the most cost-effective way to get 3 new locker rooms which should be in the \$1.2 to \$1.3M range where in two years, they could look at bathrooms and 3 years, renovate the existing locker rooms. He said he didn't think they needed a \$2.6M project right now. Chairman Gullotta said that they heard first that athletes were changing in their cars and then it was a Title IX issue and they would be sued. He continued saying that he's now hearing about the traffic plan for the first time and was irritated. He said that the good news with the loss of state funds is that they will have time to really dig down. He questioned what could be done in-house and how they can meet the needs but not be excessive.

(b) Action on lease between Town of Glastonbury and Guilmette Golf for operation and maintenance of the Minnechaug Golf Course.

Mr. Johnson reviewed his memo to the Council on the subject dated February 8, 2019. Mr. Osgood said he was pleased they found someone interested in running the course to bring some revenue into the town.

Motion By: Ms. Carroll

Seconded By: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby authorizes the Town Manager to execute a lease between the Town and Guilmette Golf LLC for operation, care and maintenance of the Minnechaug Golf Course, as described in a report by the Town Manager dated February 8, 2019.

Result: Motion passes unanimously {8-0-0}.

(c) Action on application for change of zone – 340 Hebron Avenue (refer to TP&Z).

Mr. Johnson reviewed his memo to the Council on the subject dated February 8, 2019. Mr. Osgood confirmed that this is more of a correction of a zone.

Motion By: Ms. Carroll

Seconded By: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby refers to the Town Plan & Zoning Commission the application by 340 Hebron Avenue, LLC for a change of zone – 340 Hebron Avenue from Planned Business and Development to Town Center Zone, as described in a report by the Town Manager dated February 8, 2019.

Result: Motion passes unanimously {8-0-0}.

6. Consent Calendar.

None

7. Town Manager's Report.

Mr. Johnson reviewed his report to the Council on the subject dated February 8, 2019. Chairman Gullotta appointed Vice Chairman Niland and Mr. Osgood to the Exit Audit Interview process. Mr. McChesney asked about the overall wage percentage increase and Mr. Johnson said he would get back to him. Mr. Osgood asked when the crosswalks would be restriped in South Glastonbury. Mr. Johnson said that they evaluate them across town in the spring and fall. Mr. Osgood said that Water Street doesn't have a crosswalk and the walk at Oak and New London Turnpike is barely visible. Chairman Gullotta asked Mr. Johnson to ask CCM about their fracking position that appears to be contrary to the town's interest.

8. Committee Reports.

(a) Chairman's Report.

Chairman Gullotta said he met with Jill Barry, Cassano's aid and OPM regarding their desire to move forward with the purchase of the MDC property.

(b) MDC.

Mr. Osgood suggested the town formally petition MDC for a water only membership by action of the Council and copy their state legislators. He noted that they pay for the whole state as well as for work in their own town.

(c) CRCOG.

Dr. Beckett said he had no report.

(d) Policy and Ordinance Review Subcommittee – Status Report (plastic bags).

Ms. Carroll said that they met with a crowd at subcommittee and looked at a number of ordinances but none involved a tax. She said they are considering something straight forward to pass this summer and start January 1, 2020, thus a 6-month grace period. She added that it would be up to the retailer to charge for the bags or discontinue use and may have some added relief for small businesses and farm stands. She said that they are going to the recycling facility. Mr. Norman emphasized that the January 1, 2020, date is predicated on enacting by June. Chairman Gullotta said that they have an interest in helping farm stands and his charitable organization is willing to help. Mr. Osgood asked if anyone spoke to the grocery stores. Chairman Gullotta said that he spoke to Highland Park that had no issues. Mr. Osgood noted

that the state has proposals for similar legislation and urged them to ensure they aren't duplicative. He also said he would like to go to the recycling facility. Chairman Gullotta said that there wasn't a significant investment in the potential ordinance so they are moving forward but can pull back if the state moves forward with similar language.

9. Communications.

- (a) **Thank you letter from Glastonbury MLK Community Initiative.**

10. Minutes.

- (a) **Minutes of January 22, 2019 Regular Meeting.**

Motion By: Ms. Carroll

Seconded By: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby approves as submitted, the minutes of the meeting held January 22, 2019.

Result: Motion passes unanimously {8-0-0}

11. Appointments and Resignations.

- (a) **Appointment of Jaye Winkler to the Welles Turner Library Board to fill the unexpired term of James Honiss (D-2019).**
- (b) **Appointment of Leslie Ohta (D) to the Community Beautification Committee to fill the unexpired term of Mark Babineau (U-2019).**
- (c) **Appointment of Sridhar Kadaba to the Board of Assessment Appeals to fill the unexpired term of Michael Collins (D-2019).**
- (d) **Appointment of Christopher Griffin to the Capitol Region Council of Governments-Regional Planning Commission (Regular Member to RPC).**
- (e) **Appointment of Alice Sexton to the Capitol Region Council of Governments-Regional Planning Commission (Alternate Member to RPC).**

Motion By: Ms. Carroll

Seconded By: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby appoints Jaye Winkler to the Welles Turner Library Board to fill the unexpired term of James Honiss (D-2019), Leslie Ohta

(D) to the Community Beautification Committee to fill the unexpired term of Mark Babineau (U-2019, Sridhar Kadaba to the Board of Assessment Appeals to fill the unexpired term of Michael Collins (D-2019), Christopher Griffin to the Capitol Region Council of Governments-Regional Planning Commission (Regular Member to RPC) and Alice Sexton to the Capitol Region Council of Governments-Regional Planning Commission (Alternate Member to RPC).

Result: Motion passes unanimously {8-0-0}

12. Executive Session.

(a) Potential Land Acquisition.

Motion By: Ms. Carroll

Seconded By: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby enters into Executive Session at 9:06 pm, for the purpose of discussing potential land acquisition. In attendance will be Council members and the Town Manager.

Following the Executive Session, the Council will discuss, in private, collective bargaining negotiations and such discussions are not treated as a meeting under the applicable sections of the Freedom of Information Act (FOIA). Attendees for the private session include the Town Council members and the Town Manager.

Result: Motion passes unanimously {8-0-0}.

Present for the Executive Session were council members, Mr. Tom Gullotta, Chairman, Mr. Lawrence Niland, Vice Chairman, Dr. Chip Beckett, Ms. Deborah A. Carroll, Ms. Mary LaChance, Mr. Jacob McChesney, Mr. George Norman and Mr. Whit Osgood with Town Manager, Richard J. Johnson.

Motion By: Ms. Carroll

Seconded By: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby exits executive session at 9:30 pm.

Result: Motion passes unanimously {8-0-0}.

13. Adjournment

Motion By: Ms. Carroll

Seconded By: Dr. Beckett


BE IT RESOLVED, that the Glastonbury Town Council hereby adjourns their special meeting of February 13, 2019, at 9:31 pm.

Result: Motion passes unanimously {8-0-0}.

Following Executive Session and Meeting adjournment, Council, with Town Manager, Richard J. Johnson in attendance, entered a non-meeting format discussion. The non-meeting format discussion adjourned at 9:50 p.m.

Respectfully submitted,

Kimberly Meanix Miller
Kimberly Meanix Miller
Recording Clerk



Thomas Gullotta
Chairman

Denise M. Weeks
334 Hollister Way West
Glastonbury, CT 06033

February 12, 2019

To: Thomas Gullotta
Chair, Glastonbury Town Council

I regret to inform you that I must resign from the Commission on Aging for health reasons and will be unable to serve out the remainder of my term. In accordance with the charter, my resignation will be effective February 28, 2019.

It has been my pleasure to serve on the commission for the past 13 years and I wish the Commission well as it continues its' advocacy for seniors and the implementation of the Age Friendly Communities Initiative.

Sincerely,

Denise Weeks
Chair, Commission on Aging

CC: Commission Members
Richard Johnson, Town Manager
Patti White, Commission Liaison
Matt Saunig

RECEIVED
2019 FEB 22 AM 10:33
TOWN MANAGER