

**GLASTONBURY TOWN COUNCIL AGENDA  
TUESDAY, JULY 13, 2021 – REGULAR MEETING  
7:00 P.M. – COUNCIL CHAMBERS, TOWN HALL  
2155 MAIN STREET, GLASTONBURY  
WITH OPTION FOR ZOOM VIDEO CONFERENCING**

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

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1. Roll Call.
  - (a) Pledge of Allegiance.
2. Public Comment.
3. Special Reports.
4. Old Business.
5. New Business.
  - (a) Action to establish Special Revenue Fund – Early Childhood Learning Center (continued from June 22, 2021 meeting).
  - (b) Action to Establish Special Revenue Fund – American Rescue Plan Act.
  - (c) Action on potential land acquisition – 10± acre Welles Street parcel (refer to Town Plan and Zoning Commission and Board of Finance; set public hearing) and Parking License Agreement for municipal parking – Saints Isadore and Maria Parish.
  - (d) Action on potential land acquisition (refer to Town Plan and Zoning Commission and Board of Finance; set public hearing).
  - (e) Action on lease for construction of communication tower on Town-owned site – Oakwood Drive.
  - (f) Discussion concerning public forum – crimes by juveniles and young people.
6. Consent Calendar.
  - (a) Action to schedule joint Council/Town Plan & Zoning Commission preliminary hearing – Wintergreen Glen PAD Phase III (continued from June 22, 2021 meeting).
7. Town Manager's Report.
8. Committee Reports.
  - (a) Chairman's Report.
  - (b) MDC.
  - (c) CRCOG.
9. Communications.
  - (a) Letter from CT Siting Council regarding modifications to existing telecommunications facility located at 58 Montano Road.
  - (b) Letter from Christopher Bird regarding Blight Ordinance – vegetation.
10. Minutes.
  - (a) Minutes of June 22, 2021 Regular Meeting.
11. Appointments and Resignations.
  - (a) Resignation of Nils Carlson from Water Pollution Control Authority (R-2023).
  - (b) Appointment of Philip Markuszka to the Zoning Board of Appeals (Alternate, R-2023).
12. Executive Session.
  - (a) Potential land acquisition.
  - (b) Draft Terms and Conditions – Sale of Town-owned land – Eastern Boulevard.
  - (c) Personnel matter – Town Manager.

THE REGULAR TOWN COUNCIL MEETING OF TUESDAY, JULY 13, 2021 WILL BE CONDUCTED IN PERSON IN THE COUNCIL CHAMBERS OF TOWN HALL AT 2155 MAIN STREET, GLASTONBURY WITH AN OPTION FOR ATTENDANCE THROUGH ZOOM VIDEO CONFERENCING.

- The public may join the Zoom Video Conference as an Attendee (view and listen function only) as follows:

**Join by Zoom Meeting Link:**

<https://zoom.us/j/94003810770?pwd=dllERTk1b0xCTIBzdUxqMmRzL043UT09>

**Join by Phone:** +1 646 558 8656

**Webinar ID:** 940 0381 0770

**Password:** 022650

- **Public Comment** may be submitted at the following link no later than 2:00 p.m. the day before the meeting: [www.glastonburyct.gov/TCpubliccomment](http://www.glastonburyct.gov/TCpubliccomment)
- **Public Hearing Comment** may be submitted at the following link no later than 2:00 p.m. the day before the meeting: [www.glastonburyct.gov/testimony](http://www.glastonburyct.gov/testimony)
- There is also the opportunity to give live Public Comment and/or Public Hearing Comment by attending the meeting in person or through Zoom Video Conference.
- The meeting will be broadcast in real time through Public Access Television Channel 16 and live video stream at the Town website or through the following link: [www.glastonburyct.gov/video](http://www.glastonburyct.gov/video)





# Town of Glastonbury

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

ITEM #5A  
07-13-2021 Meeting

Richard J. Johnson  
Town Manager

July 9, 2021

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Special Revenue Fund – Early Learning Center (Continued from June 22, 2021 Council Meeting)**

Dear Council Members:

Per the attached memorandum, this is a request to establish a Special Revenue Fund (SRF) for the Education – Early Learning Center (ELC). Such Funds are now in place for recreation activities, Riverfront Park and Boathouse, Wastewater Treatment operations and Police Private Duty. An SRF is typically established when the revenues and expenses for a particular activity/function are self-supporting on an ongoing basis. A separate budget is approved each year and the Fund subject to audit.

The budget for SRFs as noted above is developed and adopted each year as part of the annual budget process. As I understand, the ELC satisfies the requirement that revenues fully offset operating expenses.

*“BE IT RESOLVED, the Glastonbury Town Council hereby approves establishing a Special Revenue Fund for the Glastonbury Public Schools – Early Learning Center, as described in a report by the Town Manager dated July 9, 2021.”*

Sincerely,

Richard J. Johnson  
Town Manager

RJJ/sal  
Attachment



*Office of the Superintendent*

628 Hebron Avenue  
P.O. Box 191  
Glastonbury, CT 06033  
Tel: (860) 652-7951 • Fax: (860) 652-7982  
[www.glastonburyus.org](http://www.glastonburyus.org)

To: Richard Johnson

From: Alan B. Bookman *ABB*

Date: June 15, 2021

Re: Special Revenue Fund

As you are aware Glastonbury Public Schools opened an Early Learning Center during COVID 19 due to the limited availability of daycare around the state. The program has been a huge success and has allowed our staff to return to work. It is self-supporting and there have been no cost to tax payers since opening.

Due to the success of the program we will continue to offer daycare to our employees as well as members of the community. Continuing the program will require accounting procedures to be implemented. We are requesting permission to start a special revenue fund with the town which will allow all revenue and expenditures to be tracked separately. As with other special revenue funds, financial results of the daycare center will be reported in the Comprehensive Annual Financial Report (CAFR).

RECEIVED  
2021 JUN 15 AM 11:40  
TOWN MANAGER



# Town of Glastonbury

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

**ITEM #5B**  
**07-13-2021 Meeting**

Richard J. Johnson  
Town Manager

July 9, 2021

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Special Revenue Fund – American Rescue Plan Act (ARPA)**

Dear Council Members:

Per the American Rescue Plan Act (ARPA), Glastonbury will receive \$10.2M± funded in 2021 and 2022 at \$5.1M± each year. The 2021 allocation is received and such funds can be allocated under the following general categories:

- Support public health and response
- Replace public sector revenue loss
- Water and sewer infrastructure (including storm water)
- Address negative economic impact
- Broadband infrastructure

Additional information becomes available weekly through updates by the Treasury Department and others and there are various subsets of the primary categories noted above. I will forward a report over coming weeks outlining potential uses for these monies. In the meantime, Audit recommendations for ARPA funding indicate monies should be managed through a Local Fiscal Recovery Fund – Special Revenue Fund. This is confirmed by the Town's Audit Firm, RSM US LLP. There are a variety of documentation and audit requirements involving these monies.

As a first step, Council is asked to approve a Local Fiscal Recovery Fund – Special Revenue Fund to receive the \$5.1M received to date.

*"BE IT RESOLVED, the Glastonbury Town Council hereby approves a Local Fiscal Recovery Fund – Special Revenue Fund for the American Rescue Plan Act (ARPA), as recommended by the Town Audit Firm RSM US LLP and as described in a report by the Town Manager dated July 9, 2021."*

Sincerely,

Richard J. Johnson  
Town Manager

RJJ/sal





# Town of Glastonbury

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

**ITEM #5(C)**  
**07-13-21 Meeting**

Richard J. Johnson  
Town Manager

July 9, 2021

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Potential Land Acquisition – Welles Street & License Agreement for Parking**

Dear Council Members:

This is a proposal to purchase the 10± acre parcels owned by Saints Isidore and Maria Parish Corporation located off Welles Street and a License Agreement for shared use of the current and proposed parking areas adjacent to the church. Fully executed Agreements are attached and summarized below (Exhibits showing the proposed land acquisition and area for the License Agreement are attached to each document):

**Land Acquisition**

- Acreage - 10± acres
- Purchase Price - \$1,750,000
- Referral to Board of Finance and Town Plan & Zoning Commission
- Funding - Reserve for Land Acquisition and Preservation
- Boundary Survey and Environmental Analysis satisfactory to Town
- Council public hearing(s) and action by September 17, 2021
- Closing by October 18, 2021

The available appropriation and bond authorization for land acquisition totals \$3.1± million.

**License Agreement – Parking**

This establishes the current and proposed parking areas next to the church facility as a municipal/public parking area. Highlights of the License Agreement as follows:

- Available for public parking
- Initial ten-year term with 4 ten-year extensions
- Pro rata payment to Town upon termination by Church or sale of property
- Town and Church to share ongoing maintenance of parking areas on a 50%/50% co-share formula
- Should License Agreement be terminated by Church, Town to be reimbursed cost of major repair/maintenance (e.g., milling and paving) through a 20-year straight-line depreciation from date of such work
- License Agreement subject to Council approval
- Insurance requirements as recommended by Town Agent of Record

Initial Council action is scheduled for Tuesday evening as follows:

*"BE IT RESOLVED, that the Glastonbury Town Council hereby approves the following concerning proposed Town purchase of the 10± acre Welles Street property:*

1. *Referral of proposed land acquisition to the Town Plan and Zoning Commission for a report and recommendation under CGS Section 8-24;*
2. *Referral of a \$1,750,000 appropriation and transfer under the Reserve for Land Acquisition and Preservation to the Board of Finance for a funding report and recommendation;*
3. *Schedules a public hearing for 8:00 p.m. on Tuesday, July 27, 2021 to consider proposed Town acquisition of the 10± acre Welles Street property and a \$1,750,000 appropriation per the Reserve for Land Acquisition;*

*all as described in a report by the Town Manager dated July 9, 2021."*

Lastly, purchase of the 10± acres and the Parking Agreement are generally linked resulting in the pro rata reimbursement should the Parking License be terminated by the Church before the combined 50-year term.

Additional information can be provided as may be requested.

Sincerely,  
  
Richard J. Johnson  
Town Manager

RJJ/sal  
Attachments

REAL ESTATE CONTRACT

1. PARTIES.

**Buyer:** Town of Glastonbury  
2155 Main Street  
Glastonbury, CT 06033

**Seller:** Saints Isidore and Maria Parish Corporation  
2577 Main Street  
Glastonbury, CT 06033

2. **PROPERTY.** Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, certain real property consisting of an approximately ten (10) acre, more or less, parcel of unimproved land located off Welles Road in Glastonbury, Connecticut as depicted on Schedule A attached hereto and made a part hereof ("Property"). The Property is further designated by the Glastonbury Tax Assessor as Parcels C5/4700/S0016 and C5/7450/N002.

3. PRICE.

- a) The total purchase price is: **\$1,750,000.00**
  
- b) Buyer shall make the following deposit upon execution of the Contract: **\$2,500.00**
  
- c) Total Additional Funds Due at Closing after adjustments payable by Certified or Bank Draft or wired funds: **\$1,747,500.00**

4. **ESCROW OF DEPOSITS.** All deposits will be held in escrow by Seller's attorney, Cooney, Scully and Dowling, 10 Columbus Boulevard, Hartford, Connecticut 06106 ("Escrow Agent") in a non-interest bearing account. In case of a dispute, the Escrow Agent shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon.

5. **CONDITION OF PROPERTY.** The Buyer represents that, subject to the provisions of Section 10 of this Contract, Buyer has inspected the Property thoroughly; that Buyer is satisfied with its condition; that Buyer will take title to the Property in its existing condition.

6. **CLOSING.** The closing will take place on or before that date which is thirty (30) days from the receipt of the Town Council approval set forth in Paragraph 10(b) or such later date if extended in writing by the parties. The closing will be held by mail or at Buyer's office or at such other place as mutually agreed to by the parties.

7. **TITLE.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; (b) current taxes not yet due and payable; (c) a restriction that the Buyer will



not use the name "St. Paul" or "Saints Isidore and Maria" or any derivative thereof in connection with any operations or activities on the subject Property, including property identification; and (d) a five (5) year restriction during which Buyer may keep the Property in its current state or use the Property only for the following uses: commercial (not, however, including medical), recreational, municipal facilities, open space, or agriculture. Buyer shall notify Seller in writing ("Buyer's First Title Notice"), within sixty (60) days after the Effective Date, of the existence of any encumbrances or defects in title not excepted in this Contract and not acceptable to Buyer. Buyer shall also have the right to notify Seller in writing, prior to Closing, of the existence of any encumbrances or defects in title not excepted in this Agreement and not acceptable to Buyer, which encumbrances or defects have arisen after the date of the title commitment upon which Buyer's First Title Notice is based. If the Seller shall be unable, either on the date set for the closing of title or within thirty (30) days thereafter, to convey a marketable title to the Property free from all encumbrances and defects not excepted in this Contract or otherwise acceptable to Buyer, subject, however, to all applicable zoning and town planning ordinances and regulations, the Buyer shall have the option either of accepting such title as the Seller can convey or of rescinding this Contract. If the Buyer shall elect to rescind, the Seller forthwith shall refund all sums theretofore paid by the Buyer on account of the purchase price, whereupon all rights and liabilities of the parties by reason of this Contract shall be deemed terminated and at an end, except for any continuing obligations as provided in this Contract.

Any municipal assessment or lien imposed against the Property prior to the date of this Contract, and any assessment or lien hereafter imposed for any sewer, street, sidewalk or other municipal improvements completed prior to this Contract to a maximum of \$10,000 or in progress at the Property on the date of this Contract, shall be the obligation of Seller and Seller shall pay such assessment in full prior to the Closing, or, at Buyer's option, Buyer may assume and agree to pay such assessment and receive credit against the purchase price for the amount so assumed. Any municipal assessment or lien hereafter imposed for improvements to the Property not completed or in progress at the Property on the date hereof shall be and become solely the obligation of Buyer.

**8. ADJUSTMENTS.** Adjustments for taxes, water, fire taxes, sewer, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county where the Property is located.

**9. POSSESSION AND OCCUPANCY.** At the time of closing, vacant possession and occupancy of the Property shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use except as otherwise agreed by the parties. Purchaser may make an inspection of the Property prior to closing.

**10. CONDITIONS PRECEDENT TO BUYER'S PAYMENT OF PURCHASE PRICE.**

(a) Due Diligence Period. Seller has granted Buyer permission to enter onto the Property to conduct the inspections/testing it deems appropriate of the land, including but not limited to a survey and environmental assessments, for a period of ninety (90) days after the date of complete execution of this Contract ("Effective Date"). Buyer agrees to indemnify Seller and hold it harmless against all liabilities, claims and demands (including attorneys' fees) for personal injury or property damage arising out of or caused by any act or omission of Buyer, its agents, employees, or contractors. Buyer shall use proper care in the performance of its tasks so as not to cause damage to any property, and Buyer shall indemnify and hold Seller harmless from any liabilities, claims, or



demands (including attorneys' fees) for damage to adjoining or adjacent property. This section shall survive a termination of the Contract or a closing of the transaction. If Buyer determines in Buyer's sole discretion that the Property is not suitable for Buyer's purposes, Buyer may terminate this Contract by forwarding a written notice of termination to Seller within three (3) days after the date of the expiration of the ninety (90) day due diligence period. Time is of the essence. If Buyer has so terminated this Contract, then Seller shall promptly return Buyer's deposit to it and neither party shall have further liability to the other except for any continuing obligations as provided in this Contract.

Seller shall deliver to Buyer, within three (3) days after the Effective Date, the following documents relating to the Property, to the extent such documents are in Seller's or Seller's agents' possession ("Seller's Documents"): (i) environmental reports; and (ii) surveys. In the event the closing does not occur, Buyer shall return all of Seller's Documents to Seller within five (5) days of the termination of this Contract. Buyer acknowledges that Seller's Documents are provided for information purposes only, that Buyer shall not rely on Seller's Documents, and that Seller makes no representations as to the accuracy, truthfulness or completeness of Seller's Documents.

(b) Town Council Approval. The obligation of the Buyer to purchase the Property is also contingent upon approval by the Town Council of the Town of Glastonbury of a resolution authorizing the transactions contemplated by this Contract by September 17, 2021. Buyer agrees that it shall diligently seek to obtain such approval. In the event Buyer does not receive such approval by such date, Buyer shall provide written notice of termination to Seller within three (3) days after such date. If Buyer has so terminated this Contract, then Seller shall promptly return Buyer's deposit to it and neither party shall have further liability to the other except for any continuing obligations as provided in this Contract.

#### **11. CONDITIONS PRECEDENT TO SELLER'S TRANSFER OF TITLE.**

Seller shall have thirty (30) days from the Effective Date within which to obtain the necessary canonical approvals for its sale of this Property, unless extended in writing by the parties. If Seller is unable to obtain such authorizations, it shall notify Buyer in writing within three (3) business days following such thirty (30) day period, and shall refund Buyer's deposit to it, after which neither Seller nor Buyer shall have any further obligation or liability to the other hereunder, except for any continuing obligations as provided in this Contract.

**12. BUYER'S REPRESENTATIONS AND WARRANTIES.** The Buyer represents and warrants to Seller as follows:

- (a) The execution and delivery of this Contract, and the performance by the Buyer of all transactions contemplated by this Contract, have been duly authorized, except the Town Council approval as set forth in Section 10 hereof.
- (b) The execution of this Contract by the Buyer and performance of its obligations hereunder will not breach any agreements to which Buyer is a party.
- (c) At closing, the Buyer shall deliver to Seller a Town Clerk certified copy of the Town Council Resolutions authorizing the purchase of the Property.

**13. SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller represents and warrants to Buyer as follows:

- (a) The execution and delivery of this Contract, and the performance by the Seller of all transactions contemplated by this Contract, have been duly authorized, except as to those Canonical Approvals required pursuant to Section 11 hereof.
- (b) The execution of this Contract by the Seller and the performance of its obligations hereunder will not breach any agreements to which Seller is a party.
- (c) No orders have been issued by any public agency requiring work or repairs at the Property or notices of violations of any applicable laws or ordinances that have not heretofore been cured.
- (d) To the best of the knowledge of Seller, there has been no actual or threatened release of hazardous materials in contravention of environmental laws with respect to the Property, except \_\_\_\_\_.
- (e) To the best of the knowledge of Seller, no active or abandoned underground storage tanks exist on the Property except \_\_\_\_\_.

**14. SELLER'S CLOSING DELIVERIES.** Seller shall execute and deliver to Buyer such other documentation required or contemplated by this Contract and any other documentation reasonably and customarily required to be delivered by a Seller in connection with its sale of real property in the County of Hartford, Connecticut, including:

- A Warranty Deed, together with appropriate conveyance tax forms and checks from Seller to cover both state and local conveyance taxes (if any) and recordation fees for releases (if any).
- Title Insurance Affidavit regarding mechanics' liens, unpaid bills, and absence of tenants' rights in standard form.
  - FIRPTA Affidavit.
- Such other documents as may customarily be provided in a closing including such entity documents as are required by Buyer's title company.
- A corporate officer certified copy of (i) the Corporate Consent or Resolutions authorizing the sale of the Property, (ii) Seller's bylaws, (iii) Seller's certificate of incorporation, and (iv) a certificate of legal existence, reasonably satisfactory to Buyer and Buyer's title insurance company.
  - Settlement Statement.

**15. SELLER'S RIGHT TO LIQUIDATED DAMAGES.** If the Buyer shall, through no fault of Seller, fail to close title under this Contract, Buyer shall forfeit all claims to the Property and to its deposit and the Escrow Agent shall, after the Date of Closing, deliver the Deposit to Seller, and upon receipt of the Deposit by Seller, this Contract shall terminate and such sums shall be construed as full liquidated damages, and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder, except for any continuing obligations as provided in this Contract.

**16. RISK OF LOSS.** Risk of loss or damage to the Property shall be upon Seller until the closing.



17. **NO BROKER.** The parties recognize and acknowledge that no brokers or realtors were involved in this transaction. The party through or from which any brokerage claim arises shall save, defend, and hold the other harmless against any claims for a brokerage fee or commission. This section shall survive termination of the Contract and closing.

18. **NOTICE.**

(a) All notices, demands, requests or other communications from each party to the other required or permitted under the terms of this Contract shall be in writing and sent to the party to whom notice is intended to be given, with a copy to the attorneys for each of the parties at the following respective addresses:

If intended for Buyer:                      Town of Glastonbury  
2155 Main Street  
Glastonbury, CT 06033  
Attn.: Town Manager  
Email: richard.johnson@glastonbury-ct.gov

With a copy to:                                Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103  
Attn: Attorney Mary Jo Andrews  
Email: mandrews@goodwin.com

If intended for Seller:                      Saints Isidore and Maria Parish Corporation  
2577 Main Street  
Glastonbury, CT 06033  
Attn.: Pastor  
suslenko@comcast.net

With a copy to:                                Attorney Karen Jansen Casey  
Cooney, Scully and Dowling  
10 Columbus Boulevard  
Hartford, CT 06016  
Facsimile No: 860-247-5215  
kcasey@csd-law.com

If intended for Escrow Agent:            Attorney Karen Jansen Casey  
Cooney, Scully and Dowling  
10 Columbus Boulevard  
Hartford, CT 06016  
Facsimile No: 860-247-5215  
kcasey@csd-law.com

Notices may be given on behalf of any party by its attorney.

(b) Each such notice, demand, request or other communication shall be deemed to have been properly given for all purposes if (i) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as set forth above or (ii) delivered by certified mail return receipt requested or (iii) delivered via facsimile transmission to the facsimile number listed above, provided, however, that if such communication is given via facsimile transmission, an original counterpart of such communication shall concurrently be sent in the manner specified in clause (i) or (ii) above or (iv) via e-mail to the e-mail address listed above (with acknowledgment or other evidence of receipt by recipient party).

(c) Each such notice, demand or request shall be deemed to have been given upon the earlier of actual receipt or refusal of delivery by the addressee.

**20. ASSIGNMENT PROHIBITION.** This Contract is not assignable by the Buyer without the written consent of the Seller.

**21. DEFAULT BY SELLER.** The Seller shall be in default under this Contract in the event that the Seller shall fail to perform and comply with the agreements and conditions with which Seller is required to comply with or perform pursuant to this Contract, and Seller fails to cure such default within fifteen (15) days of written notice from Buyer of such default. If the Seller shall be in default under this Contract, the Buyer's sole remedy shall be to terminate this Contract (by written notice to the Seller) and receive a return of the deposit monies, and neither party shall have any further obligation or liability to the other hereunder, except for any continuing obligations as provided in this Contract.

**22. DEFAULT BY BUYER.** The Buyer shall be in default under this Contract in the event that the Buyer shall fail to perform and comply with the agreements and conditions with which Buyer is required to comply with or perform pursuant to this Contract, and Buyer fails to cure such default within fifteen (15) days of written notice from Seller of such default. If the Buyer shall be in default under this Contract, Seller's sole remedy shall be to terminate this Contract (by written notice to Buyer) and retain all deposit monies as liquidated damages and not as a penalty, and neither party shall have any further obligation or liability to the other hereunder, except for any continuing obligations as provided in this Contract.

**23. DATE OF AGREEMENT AND TIME.** The date of this Contract shall be the date on which the last party signs the Contract. In computing the number of days for purposes of this Contract, unless specified otherwise, all days shall be counted, including Saturdays, Sundays and holidays; however, if the final day of any time period provided in this Contract shall end on a Saturday, Sunday or legal holiday, then the final day shall be extended to 5:00 p.m. of the next full business day. For the purposes of this Section, the term "holiday" shall mean a day other than a Saturday or Sunday on which banks in Connecticut are closed.

**24. CASUALTY LOSS.** Seller shall maintain in full force and effect liability insurance coverage on the Property, which insurance shall cover claims made after the Closing Date relative to the time period prior to the Closing Date. Prior to Closing, the risk of loss shall remain with Seller.



**25. ATTORNEY'S FEES.** In the event either the Seller or the Buyer shall bring suit on account of any breach of covenant, agreement, or condition herein written, the prevailing party in such litigation shall be entitled to reasonable attorney's fees, in addition to the amount of the judgment, and costs.

**26. ASSIGNMENT PROHIBITION.** This Contract is not assignable by the Buyer.

**27. COUNTERPARTS.** This Contract may be executed by the parties in counterparts and faxed or .pdf signatures shall be considered originals.

**28. COMPLETE AGREEMENT.** This Contract contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This Contract may not be modified except by an instrument in writing signed by the parties hereto.

**29. SURVIVAL AND SUCCESSION.** The rights and obligations contained herein shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

**30. NONWAIVER.** The failure of either party to insist upon strict performance of any of the provisions of this Contract or to exercise any right herein conferred shall not be construed as a waiver for the future of any provision, but the same shall remain in full force and effect.

**31. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut.

**32. CAPTIONS.** Captions in this Contract are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Contract or any of the terms hereof.


**33. SEVERABILITY.** In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

**34. INTERPRETATION.** Seller and Buyer acknowledge each to the other that each and its respective counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

[signature page follows]

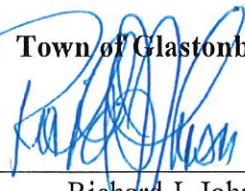


**SELLER: Saints Isidore and Maria Parish  
Corporation**

BY   
Rev. Mark S. Suslenko  
Its Treasurer

Date: 6-29-2021

**BUYER: Town of Glastonbury**

BY   
Richard J. Johnson  
Its Town Manager

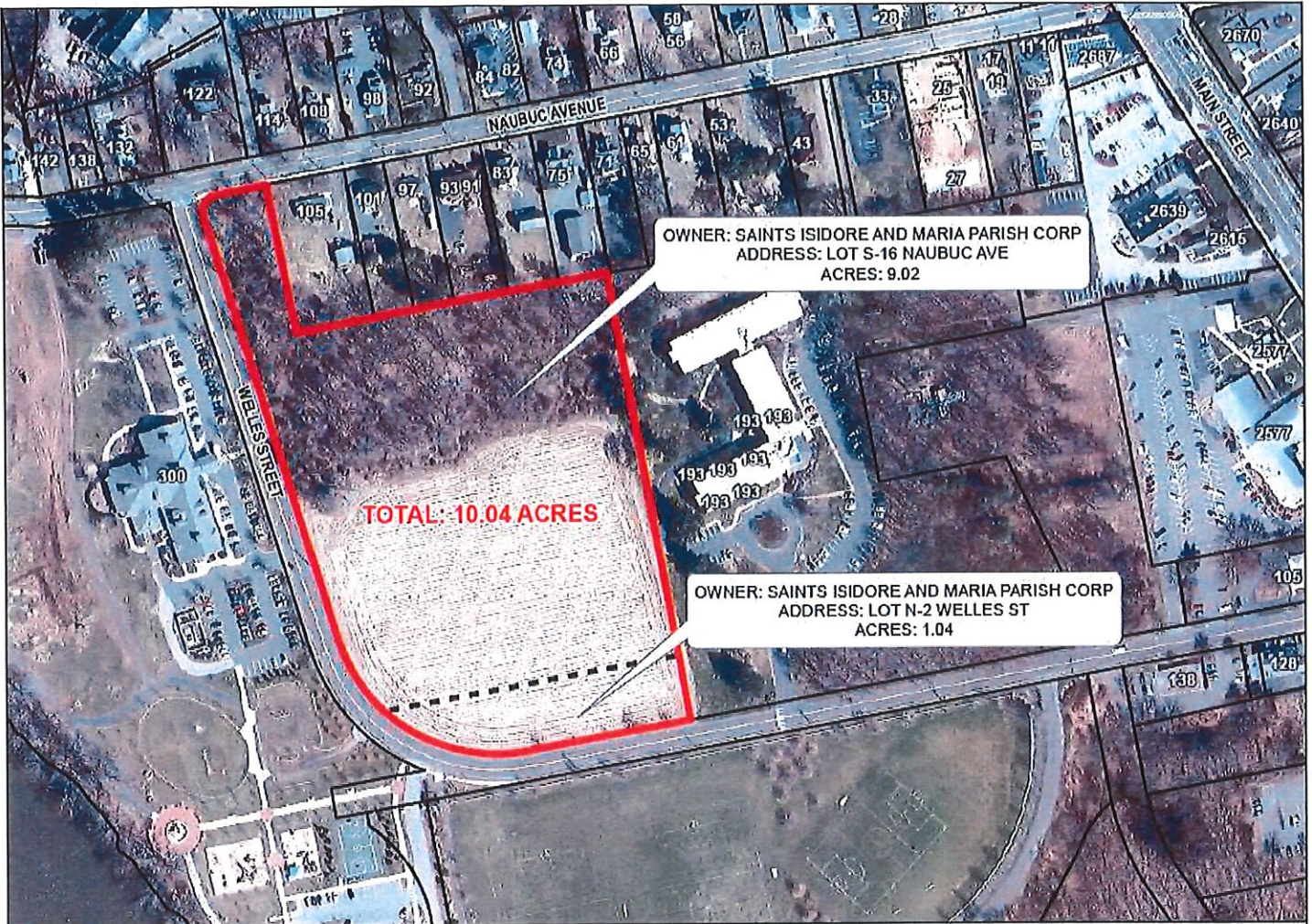
Date: 6-29-2021

## SCHEDULE A

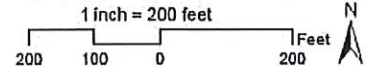
The property consists of the following two parcels:

- 1) 9.02 acres on Naubuc Avenue, identified by the Glastonbury Tax Assessor as Map No C5, Block No. 4700 and Lot No. S0016
- 2) 1.04 acres on Welles Street, identified by the Glastonbury Tax Assessor as Map No C5, Block No. 7450 and Lot No. N002





Town of Glastonbury  
Welles Street - St. Paul's Parcels





**EXECUTION VERSION**

**PARKING LICENSE AGREEMENT**

**THIS PARKING LICENSE AGREEMENT** (“License” or “License Agreement”) is hereby made and entered into as of this 29<sup>th</sup> day of June, 2021 by and between **SAINTS ISIDORE AND MARIA PARISH CORPORATION**, having its principal office at 2577 Main Street, Glastonbury, Connecticut 06033 (hereinafter referred to as “Licensor”) and the **TOWN OF GLASTONBURY**, having a principal office at 2155 Main Street, Glastonbury, Connecticut 06033 (hereinafter referred to as “Licensee”).

**WITNESSETH**

**1. Premises.** The Licensor does hereby license unto the Licensee the non-exclusive right to use the parking lot, certain walkways and certain driveways (“Premises”) located at the Licensor’s real property known as 2577 Main Street in Glastonbury, Connecticut, and more particularly depicted on Schedule A attached hereto, pursuant to the terms contained herein.

It is anticipated that Licensor shall expand its parking lot and walkways during 2021 or thereafter. At such time as such expanded parking facilities and walkways are developed, such expanded parking facilities and walkways, except for any walkways Licensee does not have shared use of (the “Included Expansion Area”) shall be deemed included in the Premises, the use of which is hereby licensed. The Included Expansion Area is depicted on Schedule B attached hereto.

By way of clarification, the Premises shall not include the church stairs, any walkways or driveways Licensee does not have shared use of, or any other location that Licensee does not have the right to use under this Licensee Agreement.

**2. Term.**

A. The term (the “Term”) of this License shall commence on the date that is thirty (30) days after the receipt of the Town Council approval provided for in Section 29 herein and shall end ten (10) years from such date, unless such Term shall otherwise terminate pursuant to any of the terms or conditions of this License Agreement or pursuant to applicable law. At the request of either party, the parties shall execute a document confirming the actual commencement and expiration dates of the Term.

B. Options to Extend. Provided Licensee is not in default hereunder, Licensee shall have four (4) options to extend the Term of this License Agreement for a period of ten (10) years for each option, the first of which options commences on the day following the end of the original Term set forth in Subsection 2.A. above and expires ten (10) years from such date. The options must be exercised no less than one hundred twenty (120) days’ prior to, as applicable, the expiration of the original Term of the License Agreement or the then current option term by written notice to Licensor. In the event Licensee exercises its options to renew the License Agreement, all terms and conditions of this License Agreement shall remain in full force and effect. The word “Term” shall mean the original Term of this License Agreement and any exercised option terms.



**3. Consideration.** In lieu of rental or use payments, during the entire Term of this License and any extension or holdover period, Licensee shall be responsible for the following obligations and costs:

A. Maintenance and Repairs. Licensee shall care for and maintain the Premises, and be responsible for fifty percent (50%) of the cost of such care and maintenance, including but not limited to: a) sweeping at least one time annually in the late spring; b) striping; c) pothole patching; d) resurfacing the parking lot and included driveways (i.e., milling, paving and related work); e) removal of litter and trash; and f) removal and proper clean-up and handling of routine oil and gasoline spills (collectively, the "Maintenance and Repairs"). Licensor shall be responsible for the other fifty percent (50%) of the cost of the Maintenance and Repairs. At least once per annum, Licensee shall invoice Licensor for Licensor's fifty percent (50%) share of all amounts due through and including the last day of the month preceding the date of the invoice, which shall be due and payable within thirty (30) days of receipt. Prior to undertaking any portion of the Maintenance and Repairs (except sweeping and other minor undertakings), Licensor and Licensee shall mutually determine the scope, process, timing, and cost of such work.

B. Lighting, Walkways and Snow. Notwithstanding the foregoing, (i) Licensee shall have no responsibility for lighting costs, installation or maintenance, (ii) Licensee shall have no responsibility for repair or replacement of the walkways, and (iii) snow and ice removal and sanding shall not be part of the Maintenance and Repairs. Responsibility for snow and ice removal and sanding is set forth in Section 5 hereof.

C. Initial Construction of Included Expansion Area. Licensor, at its expense, shall be responsible for the initial preparing, grading and surfacing (i.e., paving) of the Included Expansion Area and installing the walkways. Notwithstanding the foregoing, the cost of such surfacing (i.e., paving) only shall be shared by Licensor and Licensee, with Licensor responsible for fifty percent (50%) of such surfacing cost, and Licensee responsible for fifty percent (50%) of such surfacing cost. By way of clarification, Licensee shall have no obligation to contribute to the cost of preparing and grading the Included Expansion Area or to the cost of installation of the walkways. Prior to such surfacing, Licensor and Licensee shall mutually determine the scope, process, timing, and cost of such work.

D. Effect of Termination. In the event that (i) Licensee resurfaces the Premises, as provided in Subsection (A) above (the "Resurfacing"), and/or contributes to the surfacing costs of the Included Expansion Area, as provided in Subsection (B) above (the "Surfacing"), and (ii) Licensor terminates this License Agreement, then Licensor shall, on the date of such termination, reimburse Licensee for Licensee's costs for the Resurfacing and/or Surfacing on a twenty (20) year straight line depreciation schedule. Following are two examples:

- a. If such termination occurs during the first year following such Surfacing and/or Resurfacing, Licensor shall pay to Licensee the amount equal to Licensee's fifty percent (50%) share of the costs of such Surfacing and/or Resurfacing ("Licensee's Share"), less the amount equal to one twentieth (1/20) of Licensee's Share.
- b. If such termination occurs during the second year following such Surfacing and/or Resurfacing, Licensor shall pay to Licensee the amount equal to Licensee's Share, less the amount equal to one tenth (1/10) of Licensee's Share.

The payments provided for in this Subsection D shall be in addition to any payments required pursuant to Sections 26 and 27 hereof.

**4. Purpose and Use.** Licensee's non-exclusive use of the Premises for itself and the general public shall be solely as and for a short-term parking lot (including for ride shares) subject to the following restrictions:

- a. The Premises may be used as a municipal parking lot by the general public on a daily basis; provided, however, it may not be used on the following days/times:
  - Christmas Eve
  - Christmas Day
  - Ash Wednesday
  - Easter
  - Saturday afternoons between 3 p.m. and 6 p.m.
  - Sundays until 2 p.m.
- b. The Premises may not be used by Licensee/public for storage of vehicles, long-term parking, or overnight parking (i.e., the Premises shall only be used on a day-by-day basis). The Premises may not be used by Licensee/public for a gathering area for demonstrations or protests. With the prior written consent of Licensor, not to be unreasonably withheld, the Premises may be used by Licensee/public as a staging area for events such as, but not limited to, parades. Without limiting the foregoing, and by way of clarification, the Premises shall not be used as the location of a stage during an event or as the location of an event. Except as part of such use of the Premises as a staging area for events, Licensee shall not use the Premises for the parking of tractor trailer trucks. Licensee hereby expressly acknowledges that Licensor is subject to the religious, moral, and ethical principles and directives of the Roman Catholic Church. Any objection that Licensor has to the use of the Premises for a staging area for any event or for use of the Premises to provide parking for a Licensee Large Event (as hereinafter defined) that is based upon such principles and directives shall not be deemed unreasonable.

Annually by January 31, Licensee shall provide to Licensor a master calendar of dates of large events ("Licensee Large Event(s)") that could require Licensee's exclusive use of the Premises. Licensor shall not schedule events (e.g., weddings or funerals) on such dates. In the event that on January 31 Licensor already has an event (e.g., a wedding) scheduled on the date of a proposed Licensee Large Event, Licensor and Licensee shall work together to designate an alternative date for such proposed Licensee Large Event. In the event Licensee becomes aware of a Licensee Large Event after January 31, Licensee shall notify Licensor in writing of the same, and Licensor shall have the right to consent in writing to the Licensee Large Event, such consent not to be unreasonably withheld.



- c. In the event Licensor requires the exclusive use of the Premises for an event, e.g., a large funeral, Licensor shall provide Licensee with no less than forty-eight (48) hours prior notice, and more notice if possible given the circumstances, and Licensee will take appropriate action to alert the public that the Premises is not available for parking during that period.
- d. In the event Licensee/public desires to use the Premises for a use other than the parking of cars, Licensee must submit such request to Licensor at least thirty (30) days in advance of the proposed use. Licensor retains complete discretion to refuse permission to use the Premises for any such proposed use. Licensor's prohibition of the proposed use shall not constitute a termination of the License Agreement.
- e. In the event Licensee's use of the Premises substantially increases over the Term and materially adversely affects Licensor's need for parking on the Premises, the parties shall work together in good faith to balance the parking needs of Licensor and Licensee, and shall equitably adjust the cost sharing set forth in Sections 3 and 5 hereto.

**5. Condition of the Premises, Maintenance and Repairs, and Snow and Ice.**

- A. Licensee accepts and licenses the Premises in "AS IS" condition.
- B. Licensee shall make all Maintenance and Repairs to the Premises. As set forth in Section 3 above, the costs of Maintenance and Repairs shall be shared by Licensor and Licensee on a fifty (50)/fifty (50) percent basis.
- C. Licensee may make alterations or improvements to the Premises not contemplated in this License Agreement only with Licensor's prior written approval, not to be unreasonably withheld. Any objection based on cost shall not be deemed unreasonable.
- D. At its sole cost and expense, Licensee agrees to remove from the Premises vehicles that Licensor has reported to it are parked at the Premises or are using the Premises in a manner not permitted by this License Agreement (e.g. overnight parking or long-term parking).
- E. Licensor shall promptly notify Licensee in writing of any unsafe or potentially unsafe condition on the Premises that requires Maintenance and Repairs of which Licensor is aware.
- F. Licensee shall be responsible for all snow and ice removal and the application of sand or similar material at the Premises. Licensor and Licensee shall share the costs of the same on a fifty (50)/fifty (50) percent basis, which costs shall include: (i) labor (including wages and other payroll related expenses); (ii) materials; and (iii) equipment related costs. Licensee shall at the end of the snow and ice season invoice Licensor for Licensor's fifty percent (50%) share, which shall be due and payable within thirty (30) days of Licensor's receipt of said invoice. By

way of clarification, Licensee shall not be responsible for snow and ice removal and application of sand on the church stairs, any sidewalks Licensee does not have shared use of, or any other location that Licensee does not have the right to use under this Licensee Agreement.

**6. Taxes.** The Premises have been exempt from municipal real estate taxes prior to the execution of this License Agreement. If, as the result of this Agreement, the Premises or any part thereof becomes subject to a tax assessment, Licensee shall pay such taxes when due and indemnify and save the Licensor harmless with regard to such taxes as well as any interest, penalties, or other expenses (including reasonable attorneys fees and court costs) in connection with same.

**7. Signs.** Subject to prior written approval by Licensor as to wording, size, lettering, design, and location, which approval will not be unreasonably withheld, Licensee shall have the right to erect two (2) signs for the purpose of location identification. The signs should generally comport with the aesthetic design of the Licensor's signs. Licensee shall be responsible for the maintenance and repair of its signs in good condition, and shall remove such signs posted at the Premises upon the expiration of this Agreement, repairing all damage caused by such removal, if any.

**8. Security.** During times when Licensee is using the Premises, Licensee shall be solely responsible for maintaining adequate security measures at the Premises for the benefit of the public. Such security measures may include, but are not limited to, periodic police patrols as determined by Licensee.

**9. Subordination.** This License shall be subject to and subordinate to any bona fide mortgage which is hereafter placed on or affects the Premises; provided, however, that so long as Licensee performs all the covenants required to be performed by Licensee herein, Licensee's right to possess and enjoy the Premises as herein provided shall not be disturbed or infringed by any such mortgage.

**10. Compliance with Law/Licensing.** Licensee shall, at its sole cost and expense: (i) comply with all laws applicable to Licensee's particular use of the Premises, (ii) comply with all rules, orders and regulations of the fire insurance company or companies with which the Premises are or may be insured and/or any private insurance rating bureaus or other similar organizations for the prevention of fire or the correction of hazardous conditions, and (iii) save Licensor harmless from all fines, penalties, and costs for violation of or noncompliance with the foregoing. If any such laws, rules, orders or regulations require any repairs, improvements or alterations to the Premises, Licensee shall perform such repairs, improvements or alterations.

**11. Discharge of Liens.**

A. Licensee shall not allow any lien to be placed on or against the Premises as a result of Licensee's use or as a result of any work performed or materials supplied to the Premises which were contracted or arranged by Licensee.



B. Licensee shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge levied on account of any mechanic's, laborer's or materialman's lien, or tax lien which might be or become a lien encumbrance or charge upon the Premises, or any part thereof, arising out of Licensee's occupancy or use or as a result of any work performed or materials supplied to the Premises which were contracted or arranged by Licensee, provided that any such lien may be discharged in accordance with subparagraph C of this Section.

C. If any mechanic's, laborer's or materialman's lien, or tax lien shall at any time be filed against the Premises, or any part thereof, Licensee, within sixty (60) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Licensee shall fail to cause such lien to be discharged within the period aforesaid, then Licensor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by posting a bond or by court proceedings or otherwise. Licensee agrees to reimburse and to pay to the Licensor on demand any amount so paid by Licensor, together with all reasonable costs and expenses incurred by Licensor in doing so, including a reasonable attorney's fee.

## **12. Indemnification.**

A. To the extent not covered and paid by Licensee's insurance, Licensee agrees to pay, and to protect, indemnify, defend, and save Licensor harmless from and against, any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands or judgments of any nature whatsoever which occur as a result of and/or arise out of: (i) any work or thing done in, on or about the Premises or any part thereof by or at the request of or for the benefit of Licensee and/or in performance of any Licensee obligation under this License; (ii) breach of this Agreement on the part of Licensee or any of its agents, servants, employees, or invitees or of any person who is in the process of performing any Licensee obligation under this Agreement; (iii) any injury to, or the death of, persons or damage to property in any manner arising from the use, possession, or occupation of the Premises by Licensee and not arising from the negligence of the Licensor; or (iv) any misconduct or negligence on the part of Licensee or any of its agents, servants, employees, licensees, or invitees or of any person who is in the process of performing any Licensee obligation under the License Agreement.

B. To the extent not covered and paid by Licensor's insurance, Licensor agrees to indemnify and save Licensee harmless from and against any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments of any nature whatsoever which occur as a result of and/or arise out of: (i) any work or thing done in, on or about the Premises or any part thereof by or at the request of or for the benefit of Licensor and/or in performance of any Licensor obligation under this License; (ii) any negligence or breach of this Agreement on the part of Licensor or any of its agents, servants, employees, or invitees or of any person who is in the process of performing any Licensor obligation under this Agreement; (iii) any injury to, or the death of, persons or damage to property in any manner arising from the use, possession, or occupation of the Premises by Licensor and not arising from the negligence of the Licensee; or (iv) any misconduct or negligence on the part of Licensor or any of its agents, servants, employees, licensees, or invitees or of any person who is in the process of performing any Licensor obligation under the License Agreement.



**13. Insurance.**

A. **By Licensor.** Licensor shall at all times during the Term of this License, at its expense and for its and Licensee's benefit, insure and keep in effect on the Premises property and liability insurance with the following minimum coverages and shall name Town of Glastonbury as an Additional Insured with regard to use of the Premises for Licensor's use. Insurance shall be written by Catholic Mutual Relief Society, a mutual company.

		(Minimum Limits)
General	Each Occurrence	\$1,000,000
Liability	General Aggregate	\$2,000,000
Umbrella	Each Occurrence	\$3,000,000
(Excess Liability)	Aggregate	\$3,000,000

Licensee may increase such required coverage amounts to then-customary amounts at the commencement of each option Term. Original, completed Certificates of Insurance or the declaration page of the policy evidencing such then required insurance coverage and identifying Licensee as Additional Insured must be presented to Licensee prior to the date of this Agreement and at such other times as Licensee may request. Licensor agrees to provide replacement/renewal certificates at least thirty (30) days prior to the expiration date of the policies. Should any of the above-described policies be cancelled, or coverage altered, thirty (30) days' written notice must be given to Licensee.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Agreement for two (2) years from the completion date

Licensee shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association.

B. **By Licensee.** Licensee shall, at its expense, maintain in force at all times during the Term hereof the following minimum coverages applicable to the Premises, and shall name Saints Isidore and Maria Parish Corporation and The Hartford Roman Catholic Diocesan Corporation as Additional Insureds to all policies with regard to use of the Premises as set forth in this License Agreement. Insurance shall be written with carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. Following are minimum limits:

General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Umbrella/Excess Liability	Each Occurrence	\$3,000,000
	Aggregate	\$3,000,000

Licensors may increase such required coverage amounts to then-customary amounts at the commencement of each option Term. Licensee shall prior to the date of this Agreement and at such other times as Licensors may request, provide Licensors with a Certificate of Insurance or declaration page of the policy evidencing such then required insurance coverage and identifying the above-named parties as Additional Insureds. Licensee agrees to provide replacement/renewal certificates at least thirty (30) days prior to the expiration date of the policies. Should any of the above-described policies be cancelled, or coverage altered, thirty (30) days written notice must be given to Licensors.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during this Agreement for two (2) years from the completion date.

**14. Assignment and Subletting.** Licensee may not sublet the Premises or any portion thereof and may not assign all or any part of its rights and interests hereunder without the prior written consent of Licensors, which consent may be withheld by Licensors in its sole discretion.

**15. Default Provisions.**

A. Any of the following occurrences or acts shall constitute an event of default under this License:

(i) If a party, at any time during the Term of this License shall fail to observe or perform any of such party's covenants, agreements, or obligations hereunder, and if any such default shall not be cured within ten (10) days after the non-defaulting party provides written notice to such party of such default, if such default is susceptible of cure within said time or, if not possible to cure such default within ten (10) days, then within such longer period of time as may be reasonably and in good faith required, or

(ii) If any other event of default occurs as defined elsewhere in this License Agreement.

B. Remedies:

(i) Upon the occurrence of any event of default which is not cured within the applicable grace period herein provided, then or at any time thereafter while any such event of default shall continue, the non-defaulting party shall have all remedies available at law or in equity, including but not limited to the right at its election to terminate this License; and, in the event of such



termination, all right and interest of the parties hereunder shall thereupon expire, except for any rights that arose prior to such termination, and Licensee shall then peaceably and quietly quit its use of the Premises and surrender the same to Licensor.

(ii) In the event of any termination of this License as in this Section or as otherwise permitted by law, Licensor may enter upon the Premises again exclusively to have, possess, and enjoy the same as if this License had not been made, and in any such event, neither Licensee nor any person claiming through or under Licensee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises.

(iii) If Licensor shall re-enter and obtain possession of the Premises by reason of or following an event of default, Licensor shall have the right, without notice, to repair the Premises in such manner as the Licensor may deem necessary or advisable so as to put the Premises in good order, and Licensee agrees to pay to Licensor on demand all reasonable expenses (including attorneys' fees) incurred by Licensor in obtaining exclusive possession, and in repairing and putting the Premises in their condition as of the date Licensee first took possession.

**16. Additional Rights of Parties.** No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute. The failure of either party to insist at any time upon the strict performance of any of the covenants or agreements or to exercise any option, right, power or remedy contained in this License Agreement shall not be construed as a waiver of or relinquishment thereof for the future.

**17. Notices, Demands and Other Instruments.** All notices, demands, requests, consents, approvals, undertaking and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if sent as to the Licensee at 2155 Main Street, Glastonbury, CT 06033, Attention: Town Manager, and as to the Licensor at 2577 Main Street, Glastonbury, CT 06033, Attention: Pastor, with a copy to the Fiscal Officer, Archdiocese of Hartford, The Chancery, 134 Farmington Avenue, Hartford, Connecticut 06105. Licensor or Licensee shall, from time to time, have the right to specify as its proper address for the purposes of this License Agreement any other address upon giving written notice thereof to the other party.

**18. Broker.** The parties represent to each other that no broker, realtor, person, firm, or corporation is entitled to a fee arising from this License Agreement. The party through or from which any other brokerage claim arises shall save, defend, and hold the other harmless from such claim.



**19. Holdover Clause.** If Licensee retains possession of the Premises or any part thereof after the expiration or termination of this License, Licensee's use and occupancy shall be under all of the terms and conditions of this License, except that: (i) the License is terminable at will by Licensor; and (iii) Licensee shall defend, indemnify and hold Licensor harmless from and against any and all damages sustained (except consequential damages), and liabilities incurred by Licensor as a result of Licensee's continued use of any part of the Premises beyond the term of this License (including reasonable attorneys' fees). This subsection shall not limit or modify any other right or remedy of Licensor under this License or any obligation of the Licensee under this License.

**20. Surrender.** Upon the expiration or sooner termination of this License, Licensee shall peaceably and quietly leave, yield up and surrender the Premises to Licensor in no worse condition than same were in when received from the Licensor at the commencement of the Term of this License, approved alterations, ordinary wear and tear, and unavoidable casualty excepted, but clean, orderly and free of occupants. Any approved alteration to the Premises shall remain in place at the time of the surrender of the Premises.

**21. Separability.** If any term or provision of this License Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and shall be enforced to the fullest extent permitted by law.

**22. Binding Effect.** All of the covenants and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each such successor and assign were in each case named as a party to this License. This License may not be changed, modified, or discharged except by a writing signed by Licensor and Licensee.

**23. Headings and Terms.** The headings to the various paragraphs of this License have been inserted for reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

**23. Connecticut Law.** This License shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

**24. License Contains All Agreements.** This License contains all of the covenants, agreements, terms, provisions, and conditions relating to the licensing or the use of the Premises hereunder, and Licensor has not made and is not making, and Licensee, in executing and delivering this License, is not relying upon any warranties, representations, promises or statements except to the extent that same may be expressly set forth in this License.

**25. License Not To Be Recorded.** This License or any notice thereof shall not be recorded on the Glastonbury Land Records. If Licensee should cause this License or a Notice thereof to be recorded on any Land Records, the same shall constitute an act or event of default, and in that event, all of the Licensee's rights under this License to use of the Premises shall immediately and automatically be terminated.

**26. Attorneys' Fees.** In the event that either party to this License defaults on any obligation, the defaulting party as determined by arbitration or court of competent jurisdiction shall pay to the non-defaulting party any and all reasonable expenses incurred in enforcing the provisions of this License, including reasonable attorneys' fees.

**27. Termination By Either Party.** At any time following the expiration of the original ten (10) year Term, this License may be terminated by either party by giving thirty (30) days' written notice to the other party (the "Termination"), and neither party shall have further liability to the other hereunder except for any rights that arose prior to such Termination, and Licensee shall then peaceably and quietly quit its use of the Premises and surrender the same to Licensor. Licensor and Licensee shall execute an appropriate agreement evidencing such Termination. Notwithstanding the foregoing, in the event of Termination hereunder by Licensor, Licensor shall, on the date of such Termination, make the applicable payment to Licensee, as follows:

- A. If the Termination occurs during the first option Term of this License Agreement, Licensor shall pay to Licensee One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00);
- B. If the Termination occurs during the second option Term of this License Agreement, Licensor shall pay to Licensee One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00);
- C. If the Termination occurs during the third option Term of this License Agreement, Licensor shall pay to Licensee Ninety Thousand and 00/100 Dollars (\$90,000.00); and
- D. If the Termination occurs during the fourth option Term of this License Agreement, Licensor shall pay to Licensee Sixty Thousand and 00/100 Dollars (\$60,000.00).

**28. Sale of Premises.** In the event Licensor sells or otherwise transfers ownership of the Premises to a party not affiliated with Licensor (the "Sale"), and such purchaser or transferee desires the termination of this License Agreement, Licensor shall give Licensee no less than sixty (60) days' notice of the closing of the Sale (the "Closing"). On the date of the Closing, this License Agreement shall terminate, and neither party shall have further liability to the other hereunder except for any rights that arose prior to such termination, and Licensee shall then peaceably and quietly quit its use of the Premises and surrender the same. Licensor and Licensee shall execute an appropriate agreement evidencing such termination. Notwithstanding the foregoing, in the event of a Sale hereunder, Licensor shall, on the date of the Closing, make the applicable payment to Licensee, as follows:




- A. If the Closing occurs during the initial Term of this License Agreement, Licenser shall pay to Licensee One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00);
  - B. If the Closing occurs during the first option Term of this License Agreement, Licenser shall pay to Licensee One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00);
  - C. If the Closing occurs during the second option Term of this License Agreement, Licenser shall pay to Licensee Ninety Thousand and 00/100 Dollars (\$90,000.00);
  - D. If the Closing occurs during the third option Term of this License Agreement, Licenser shall pay to Licensee Sixty Thousand and 00/100 Dollars (\$60,000.00); and
  - E. If the Closing occurs during the fourth option Term of this License Agreement, Licenser shall pay to Licensee Thirty Thousand and 00/100 Dollars (\$30,000.00).
- 29. Counterparts.** This License Agreement may be executed in counterparts, and electronic signatures, including DocuSign or similar platforms (and counterparts delivered by electronic means) shall have the same force and effect as original signatures, and all counterparts taken together shall constitute one and the same agreement.
- 30. Town Council Approval.** This License Agreement is contingent upon approval by the Town Council of the Town of Glastonbury of a resolution authorizing the transactions contemplated by this License Agreement by September 17, 2021. Licensee agrees that it shall diligently seek to obtain such approval. In the event Licensee does not receive such approval by such date, Licensee shall provide written notice of termination to Licenser within three (3) days after such date.

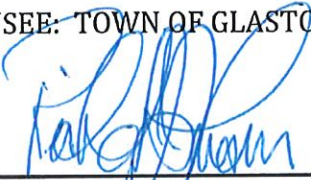
*[Signature page follows]*

**IN WITNESS WHEREOF**, Licensor and Licensee have executed this License Agreement effective as of the date first above written.

LICENSOR: SAINTS ISIDORE AND MARIA  
PARISH CORPORATION

BY   
Rev. Mark S. Suslenko  
Its Treasurer, duly authorized  
Date: 6-29-2021

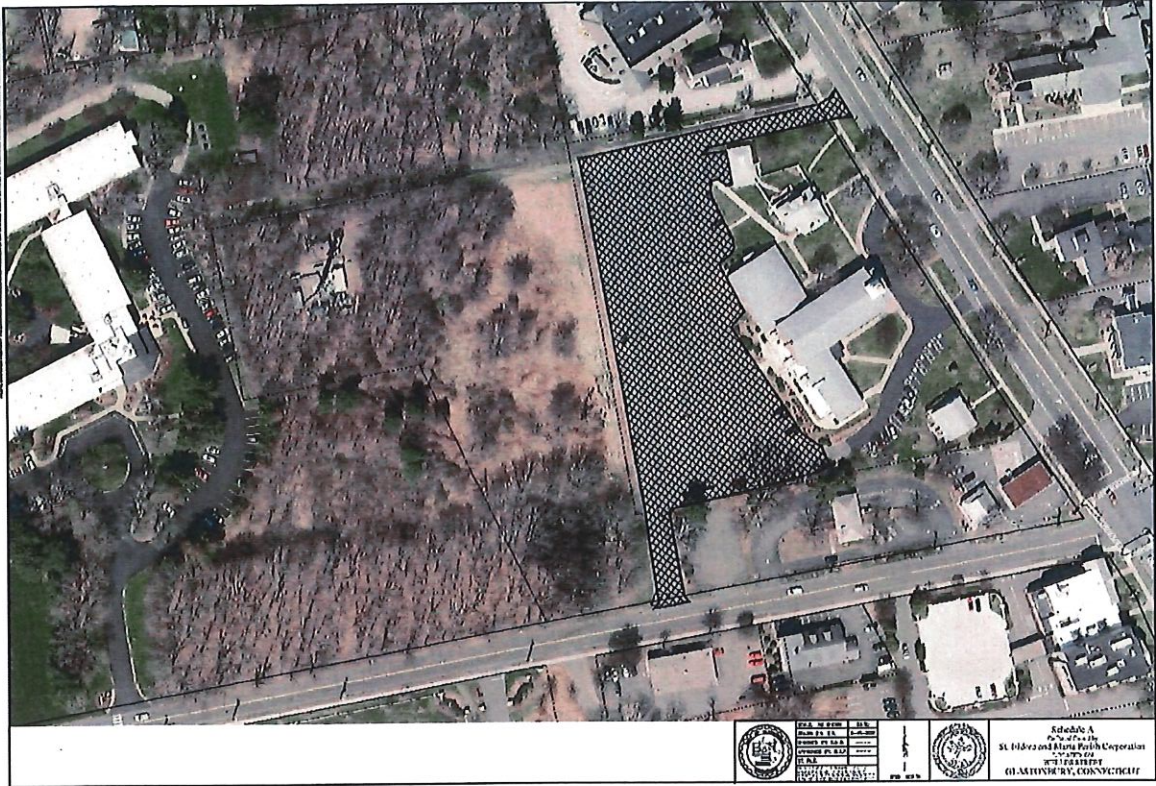
LICENSEE: TOWN OF GLASTONBURY

BY   
Richard J. Johnson  
Its Town Manager, duly authorized  
Date: 6-29-2021



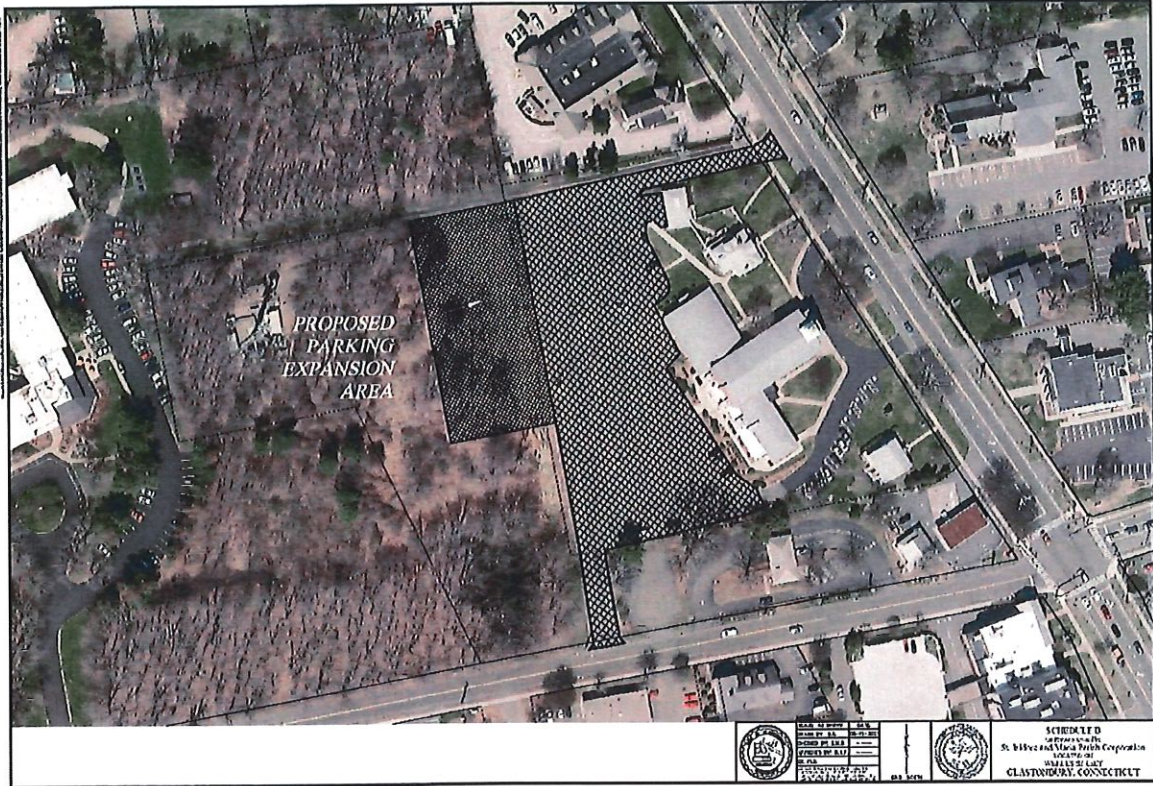
SCHEDULE A

[depiction of original Premises]



SCHEDULE B

[depiction of Included Expansion Area]







# 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 #5(E)  
07-13-2021 Meeting

July 9, 2021

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Communication Tower – 311 Oakwood Drive**

Dear Council Members:

Per previous discussions, the Town conducted a Request for Proposal for location of a communication tower at the Town-owned site off Oakwood Drive. The area is outlined on the attached page. The RFP attracted four respondents resulting in the proposed lease scheduled for Council review and action on Tuesday evening. The lease is summarized below:

- Lessor – Town of Glastonbury
- Lessee – Wireless EDGE Towers II
- Site – 3,600± square feet – Town-owned property – Oakwood Drive (see attached page)
- Term – initial 10-year term with lessee option to renew for 4 10-year terms
- Rent – 100% initial carrier for 2 years and years 3 and after, 50%
- Carriers 2, 3 and 4 – 50% revenue share between lessee and lessor
- Minimum 2% annual escalation from lease revenue from carriers
- Minimum \$30,000 annually
- Bonus – \$20,000 upon receiving all approvals to construct tower, \$20,000 for each of the 3<sup>rd</sup> and 4<sup>th</sup> renewal terms, \$5,000 per carrier sublease
- Space reserved for potential use by Town equipment at no cost
- Insurance – per Town Insurance Agent of Record

Construction of the proposed tower is subject to review and approval by the CT Siting Counsel which includes a public hearing to be held in Glastonbury. By approving a lease, next steps can proceed as applicable.

Lastly, this general concept was the subject of a Council public information hearing in January this year.

Sincerely,

Richard J. Johnson  
Town Manager

RJJ/sal  
Attachment









38 West Market Street  
Rhinebeck, New York 12572  
Office: (914) 712-0000  
Fax: (914) 712-9005

July 7, 2021

Town of Glastonbury  
2155 Main Street  
Glastonbury, CT 06033  
Attention: Richard J. Johnson, Town Manager

Re: Cell Tower Lease

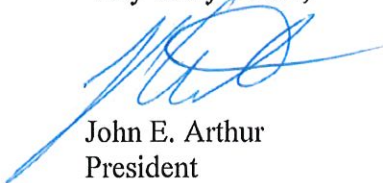
Dear Mr. Johnson:

I am pleased to enclose the lease between the Town of Glastonbury and Wireless EDGE Towers II, LLC, which has been executed on behalf of Wireless EDGE. Please have the lease executed on behalf of Town.

Enclosed are four (4) sets of the lease. Please return two (2) fully executed sets to my attention. For your convenience, I am enclosing a pre-paid UPS envelope.

On behalf of the Wireless EDGE team, we look forward to working with the Town on this project.

Very Truly Yours,



John E. Arthur  
President

RECEIVED  
2021 JUL -7 AM 11:38  
TOWN MANAGER

## WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT

This Wireless Telecommunications Facility Lease Agreement (“Lease”) is entered into as of the \_\_\_\_ day of July, 2021 (the “Effective Date”) by and between Town of Glastonbury, whose address is 2155 Main Street, Glastonbury, CT 06033 (“Landlord”) and Wireless *EDGE* Towers II, LLC (“Tenant”), a Delaware limited liability company whose address is 38 West Market Street, Rhinebeck, New York 12572.

### WITNESSETH:

WHEREAS, Landlord is the owner of certain real property more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Landlord and Tenant are entering into this Lease for a portion of the Property measuring approximately 3,600 square feet as more particularly described on Exhibit “B” attached hereto (the “Premises”) to permit Tenant to develop the Premises as a wireless telecommunications facility; and

WHEREAS, in order to develop the Premises, Tenant shall construct a tower, as generally depicted on Exhibit “C” attached hereto (collectively, the “Structure”), as well as equipment sheds and related facilities and improvements to accommodate multiple wireless carriers as well as Landlord’s public service antennas; and

WHEREAS, Tenant intends to market portions of the Structure and Premises to wireless carriers, and to enter into appropriate agreements with such carriers to use the Structure and Premises; and

WHEREAS, during the period of the carriers’ use of the Structure and the Premises, Tenant shall manage the Premises by performing the services described on Exhibit “D” attached hereto (the “Antenna Site Management Responsibilities”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1) Premises. Landlord hereby leases to Tenant the Premises and Tenant hereby leases from Landlord the Premises upon the terms and conditions contained in this Lease.

2) Term.

(a) The Initial Term of the Lease shall be ten (10) years (the “Initial Term”), commencing upon the date (“Commencement Date”) that Tenant commences the actual construction of the Structure on the Premises. Upon commencing such construction, Tenant shall provide written notification to Landlord of the Commencement Date and the expiration date of the Initial Term; provided, however, that Tenant’s failure to provide such notification shall not affect the actual Commencement Date or expiration date of the Initial Term. Provided that Tenant is not in default hereunder beyond applicable notice and/or cure periods on the date that is six (6) months prior to and upon the commencement of each Renewal Term, Tenant shall have the right to extend this



Lease for four (4) renewal terms of ten (10) years each (each, a "Renewal Term"; the Initial Term and any Renewal Term are hereinafter referred to collectively as the "Lease Term").

(b) If Tenant elects not to exercise Tenant's right to renew the Term or any Renewal Term, as the case may be, Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least six (6) months prior to the expiration of the then current term. Unless Tenant notifies Landlord, in writing, of its intention not to exercise a Renewal Term, such Renewal Term shall be deemed automatically exercised and this Lease shall continue pursuant to the terms hereof, subject to the Renewal Fee.

(c) If Tenant remains in possession of the Premises at the expiration of the Lease Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

### 3) Rent.

(a) **Annual Rent (Co-location Revenue Sharing):** Tenant shall pay to Landlord a portion of the amounts collected from wireless carriers using portions of the Structure and the Premises as specified in Section 6(c) below ("Co-Location Rent" is sometimes hereinafter referred to, collectively, as "Annual Rent" or "Rent").

(b) **Tower Sublease Bonus:** In addition, Tenant shall pay to Landlord a one-time bonus payment of **Five Thousand Dollars (\$5,000)** payable within ten (10) business days of full execution of each sublease, license, occupancy or use agreement with respect to the Premises by a **Broadband Equivalent** (as hereinafter defined) major wireless carrier, including the Anchor Co-locator (as hereinafter defined).

(c) **Tower Permit Bonus:** In addition, Tenant shall pay to Landlord a one-time bonus payment of **Twenty Thousand Dollars (\$20,000)** payable within ten (10) business days of Tenant's receipt of all Governmental Approvals, including a building permit, to construct the facility. Tenant shall provide Landlord with periodic updates regarding the status and progress toward obtaining the Governmental Approvals.

(d) **Renewal Term Fee:** In addition, Tenant shall pay to Landlord a one-time fee payment of **Twenty Thousand Dollars (\$20,000) each** for the third and fourth Renewal Terms payable prior to commencement of the applicable Renewal Term.

(e) Landlord acknowledges and agrees that the total compensation or remuneration which Landlord shall be entitled to charge and collect from Tenant, in any manner related to Tenant's use and operation of the Premises, shall be solely as set forth in Sections 3(a) through 3(d) above. In this regard, Landlord agrees that it shall not levy any additional fees (other than standard and customary permit fees), taxes and/or assessments upon Tenant, in any manner related to Tenant's use and operation of the Premises.

### 4) Permitted Use; Governmental Approvals; Construction.

(a) The Premises may be used by Tenant for the construction, maintenance and operation of the Structure for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto, and for no other purpose. Tenant shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities including, but not limited to all necessary building permits and certificates of occupancy, necessary for its use of the Premises (collectively, the "Governmental Approvals").

(b) Landlord hereby authorizes Tenant to prepare, execute, and file all required applications



for the Governmental Approvals, subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for vigorously and diligently defending on its behalf (but not representing Landlord) all Governmental Approvals granted for the Structure and Premises, including any approvals made by a board or commission of the Landlord, which are challenged by a third party in any administrative agency or court of law.

(c) Tenant shall have the right, at Tenant's expense, to conduct engineering tests, environmental tests, and all other feasibility studies necessary or desirable for Tenant's use of the Premises. Such testing by Tenant shall not unreasonably interfere with the operations of the Landlord at the Property and Tenant shall promptly repair any damage to Landlord's Property resulting from any such tests or access thereto by Tenant.

(d) Upon obtaining all Governmental Approvals, Tenant shall have the right, at Tenant's expense, to construct and maintain the Structure on the Premises. In this regard, Tenant shall have the right to install, at Tenant's sole cost and expense, utilities and conduits necessary to service the Structure, to improve the present utilities on the Property, and/or install an emergency power generator on the Premises. All work by Tenant shall be performed in compliance with applicable laws and ordinances and shall be done in a fashion so as to minimize interference with the use of the area surrounding the Premises by Landlord and, upon completion of such construction, any area disturbed by the work, shall be restored to the condition it was in prior to the commencement of said work. Promptly upon completion of the Structure and any other improvements made during the Term, Tenant shall provide to Landlord as-built plans and specifications therefor, complying with reasonable requirements set forth by Landlord for such plans and specifications. Notwithstanding the foregoing, any changes to the existing utilities on the Property shall be subject to Landlord's prior approval, such approval not to be unreasonably withheld, conditioned or delayed.

#### 5) Access; Utilities and Taxes.

(a) Landlord hereby grants Tenant access to the Premises over, under and across the Property in the area shown on Exhibit A ("Access") twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Structure and any associated utilities. The Access right granted herein shall automatically extend to all of Tenant's agents, representatives, contractors, invitees and vendors, as well as to all subtenants and their agents, representatives, contractors, invitees and vendors. Notwithstanding the foregoing, Access shall be subject to the reasonable rules and regulations specified from time to time in writing by Landlord to Tenant.

(b) Landlord's access to the Premises shall be restricted as follows: (i) unless an emergency condition exists, all access shall be on reasonable notice to Tenant; (ii) Landlord shall take commercially reasonable precautions to ensure that no damage occurs to the Structure or other improvements or any of the property of Tenant or any subtenant during or as a result of such access; and (iii) Landlord shall promptly repair, to Tenant's reasonable satisfaction, any damage caused as a result of any such access.

(c) Tenant shall have the right to obtain, for itself and on behalf of its subtenants, sufficient utility services to the Premises, including, without limitation, electric service and telephone service. Subject to Landlord's reasonable approval of the location and at Tenant's sole cost, Tenant shall have the right to install conduits, utility lines, related equipment and other items to connect the Premises to such utility services. At the time of such installation by Tenant, Tenant shall provide conduits and sufficient electrical capacity to allow Landlord to operate Landlord's public



safety antenna systems at the Premises. Such installation by Tenant shall not unreasonably interfere with the operations of the Landlord at the Property. Tenant shall pay any charges to install utilities to the Premises, including emergency power generators, and shall pay all utilities charges for utilities consumed by Tenant at the Premises. Landlord agrees to reasonably cooperate with Tenant to obtain any required local public utility easements, if necessary.

(d) Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay to Landlord or any municipal agency or taxing authority under Landlord's jurisdiction any real estate taxes on or related to the Premises, the Structure, Tenant's use of the Premises or the Structure or any income or proceeds received by Tenant from the project contemplated by this Lease, nor shall Tenant be required to reimburse or otherwise pay Landlord for any real estate taxes imposed upon Landlord regarding the Premises. Notwithstanding the aforementioned, Tenant acknowledges that Tenant's subtenants, licensees, occupants and users shall be subject to personal property taxes imposed on their equipment installations at the Premises.

6) Assignment and Subletting.

(a) Tenant may not assign this Lease without obtaining the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease, without the consent of Landlord: (i) to the purchaser or transferee of the Structure, provided that (x) the proposed assignment is for a legitimate business purpose, (y) the proposed purchaser shall have been engaged in business in the wireless tower industry for at least five (5) years and (z) the proposed purchaser shall have a tangible net worth of at least Ten Million Dollars (\$10,000,000) at the time of the proposed transfer; or (ii) to a parent, affiliate, or subsidiary of Tenant, or an entity controlling, controlled by or under common control with Tenant. In the event Tenant assigns this Lease, Tenant shall give notice to Landlord within ten (10) business days of such assignment. Tenant's notice to Landlord shall specify the name and mailing address of the assignee. Upon assignment of this Lease as contemplated herein, Tenant shall be relieved of all obligations of this Lease arising following the date of such assignment, as well as such obligations arising prior to the date of such assignment, to the extent assumed by the assignee.

(b) Tenant shall have the further right, to sublet the Structure and the Premises, in whole or in part, to wireless carriers ("Co-locators") in accordance with the permitted uses of the Premises set forth in Section 4 above. Tenant shall give notice to Landlord each time Tenant enters into any such sublease. Tenant's notice to Landlord shall specify the name and mailing address of the subtenant. Tenant shall pay Landlord the rental income from subleases as described in subsection 6(c) below. Tenant shall be responsible for all costs arising from marketing activities, acquisition of subtenants and the preparation and negotiation of legal sublease documentation.

(c) Tenant shall pay to Landlord, on a monthly basis on the first of each month during the Lease Term, a percentage of all amounts of Rental Income (as such term is hereinafter defined) actually received from all leases, subleases, occupancy or use agreements at the Premises as follows: Tenant shall pay Landlord as rental an amount (the "Co-location Share") calculated as follows: **(i) a Co-location Share equal to One Hundred Percent (100%) of the Rental Income from the first sublease, occupancy or use agreement by a BBE (Broadband Equivalent, a major wireless carrier such as AT&T, Dish Network, Sprint, T-Mobile and Verizon) Carrier (the "Anchor Co-locator", the first BBE Carrier sublease, occupancy or use agreement) of the Premises for the first two (2) years of such sublease occupancy or use term; (ii) a Co-location Share equal to Fifty Percent (50%) of the Rental Income from the Anchor Co-**



locator for years three (3) and beyond of such sublease, occupancy or use term; (iii) a Co-location Share equal to Fifty Percent (50%) of all amounts of Rental Income received from the second and subsequent subleases, occupancy or use agreements by BBE (Broadband Equivalent) Carriers of the Premises; and (iv) a Co-location Share equal to Fifty Percent (50%) of all amounts of Rental Income received from additional subleases, occupancy or use agreements by NBE (Narrowband Equivalent) Carriers (governmental, paging, etc. occupying the top portion of the monopole) and Edge Computing subleases, occupancy and use agreements of the Premises. The minimum aggregate Co-location Share shall be \$30,000 per year, which amounts shall be deemed to be payments in lieu of the real estate and personal property taxes that would have been owed by Tenant in connection with its leasing and use of the Premises and its personal property utilized thereon. Tenant shall exercise commercially reasonable efforts to collect any overdue Rental Income and, upon request of the Landlord, shall provide Landlord with copies of all leases, subleases, occupancy or use agreements relating to the Premises and applicable to the portion of the Term requested. Tenant shall promptly upon request permit Landlord and its advisors with the ability to review its books and records relating to such leases, subleases, occupancy or use agreements relating to the Premises. If the Anchor Co-locator sublease is terminated, Tenant shall designate by notice to Landlord the co-locator sublease that shall replace the Anchor Co-locator sublease. The term "Rental Income" as used in this Lease shall mean all amounts paid to Tenant by subtenants, licensees or users (Co-locators), except that Rental Income shall expressly exclude (i) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant caused by, at the request of or on behalf of, the subtenant, including, but not limited to, utilities, site improvements, conduits, taxes, assessments, security deposits, penalties and fines (including interest thereon) for violations of law by the subtenant and legal fees; (ii) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant in entering into this Lease, obtaining the Governmental Approvals, or constructing the Structure and Premises; and (iii) any initial fee to be charged by Tenant to each prospective subtenant to reimburse Tenant for costs, expenses and fees related to the submissions, installation design and site studies for such subtenant. In the event that any amount of Rental Income is received by Tenant in a month other than the month for which such Rental Income is due, Tenant will make appropriate adjustments in order to properly allocate such amounts to the proper month. All Broadband Equivalent leases, subleases, occupancy and use agreements entered into by Tenant at the Premises shall provide for a minimum of two percent (2%) annual increases in the Rental Income payable under such leases, subleases, occupancy and use agreements, unless otherwise agreed by Landlord and Tenant.

(d) Tenant shall provide structural capacity and reserved space on the Structure for Landlord's public service antennas sufficient to accommodate: (i) one (1) RFI BA8080-67-DIN – Dual Dipole Antenna for UHF (FD and EMS); (ii) two (2) TX/RX 101-89A-09-X-03 – Omni Antenna for 800MHz (PD); and (iii) two (2) Radiowaves HP3 – 3' Backhaul Microwave Dish – (Shared IP backhaul). **At no cost to Landlord, Tenant shall install Landlord's antenna(s) and related equipment on the Structure and Premises, as applicable, promptly following the completion of the construction of the Structure. Tenant shall provide such space on the Structure to Landlord free of rent. Landlord shall be solely responsible for all costs to maintain Landlord's antennas and shall have reasonable access thereto to maintain same. Tenant will provide suitable antenna mounts at the top of the tower to accommodate Landlord's antennas and those of local public/emergency services. Concurrent with the initial installation of the Structure, Tenant will install Landlord's antenna and lines at no cost. If**



**required, Tenant shall procure and install a waveguide bridge, suitable site grounding, an available electric meter pan, and conduits to Landlord's equipment. Tenant shall provide all site civil and electrical improvements to accept the Landlord's antennas.**

(e) Subject to the terms of subsection (f) below (which shall not apply to the sale or mortgage of the Property or the Premises by Landlord or a collateral or other assignment of the Lease in connection therewith, but shall apply only to a sale of the rental stream associated with the Lease (separate and apart from a sale or mortgage of the Property or the Premises)), on written notice to Tenant, Landlord shall be entitled to assign this Lease (collaterally or otherwise) and sell or mortgage the Property; provided that such transfer is for a legitimate business purpose and the purchaser agrees to assume all of Landlord's obligations hereunder.

(f) If at any time after the Effective Date, so long as Tenant is not in Default hereunder, Landlord receives a bona fide written offer from a third party seeking an assignment of (or otherwise seeking to acquire) solely the rental stream associated with this Lease (a "Purchase Offer") that Landlord would like to accept, Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects (a "Purchase Offer Notice"). Tenant shall have the right within thirty (30) days after it receives the Purchase Offer Notice to agree in writing to match the terms of the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer subject to the terms of this Lease (including, without limitation, the terms of this Subparagraph 6(f), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 6(e), the assignment on the terms set forth in the Purchase Offer, as amended and the foregoing time periods and terms/conditions shall re-apply to the amended Purchase Offer. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Lease; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; and (iii) terminate upon the expiration or earlier termination of this Lease without the necessity of any further written confirmation of said termination of this right of first refusal. For avoidance of doubt, the foregoing right of first refusal is not applicable to a sale or mortgage of the Property or Premises or assignment (collaterally or otherwise) in connection therewith as contemplated in paragraph 6(e) hereof.

7) Maintenance, Repair and Removal. Tenant shall, at Tenant's expense, keep and maintain in good condition and repair the Premises and the Structure. Tenant shall install and operate the Structure in compliance with all applicable laws and ordinances to the extent that such compliance is required as a result of Tenant's use or occupancy of the Premises. Upon termination of this Lease, Landlord shall have the option of requiring that Tenant remove the Structure and all other installations and improvements made by Tenant at the Premises, including utility lines, within one hundred twenty (120) days following the expiration or earlier termination of this Lease, unless otherwise agreed by the Landlord. Notwithstanding the foregoing, to the extent that Tenant is working in good faith to remove the Structure, Landlord shall extend the foregoing period as may be reasonably requested by Tenant. Whether or not Landlord requires the removal of the Structure, the Premises shall be returned to Landlord in good, usable condition, reasonable wear and tear and



casualty excepted, and Tenant shall provide Landlord with as-built plans and specifications detailing the condition of the Structure (if same exists) and the Premises in accordance with reasonable requirements set forth by Landlord for such plans and specifications. Notwithstanding the foregoing, in the event that Landlord requires Tenant to remove the Structure as contemplated herein, Landlord acknowledges and agrees that Tenant shall have no obligation to remove the foundation of the Structure beyond three (3) feet below grade. The terms of this Section 7 shall survive the expiration or earlier termination of this Lease.

8) Default. Any of the following occurrences, conditions or acts shall be deemed a default under this Lease (a "Default"): (a) if Tenant fails to pay monetary amounts due under this Lease within ten (10) business days of its receipt of written notice that such payments are overdue; or (b) if either party fails to observe or perform any non-monetary obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; provided, however, that if such breach cannot be cured within said thirty (30) day period, the breaching party shall not be in Default if, within thirty (30) days, it commences efforts, and thereafter proceeds diligently, to cure such breach within a reasonable period of time.

9) Termination.

(a) This Lease may be terminated by Landlord without any penalty or further liability, on thirty (30) days prior notice to Tenant at any time in the event that Tenant: (i) is in Default after notice and the expiration of any applicable cure period; or (ii) has failed to enter into any subleases of the Premises within twenty-four (24) months following Effective Date; or (iii) has failed to complete the Structure within twenty-four (24) months following the Effective Date. Notwithstanding the aforementioned, (A) Landlord may not terminate this Agreement pursuant to clause (iii) if Government Approvals have not been granted and Tenant is diligently pursuing such Government Approvals, or if Tenant has started construction and is diligently pursuing completion; and (B) Landlord may not terminate this Agreement pursuant to clause (ii) if Tenant is in active negotiations regarding a sublease of the Premises.

(b) This Lease may be terminated by Tenant, without any penalty or further liability, on thirty (30) days prior notice to Landlord as follows: (i) if Tenant is unable to obtain within a reasonable period of time, any Governmental Approval necessary for the installation and/or operation of the Structure at the Premises, or any Governmental Approval is canceled, expires, lapses or is otherwise withdrawn or terminated not as a result of any act or omission of Tenant, or (ii) if Tenant determines the Premises are not appropriate for its operations for economic or technological reasons; or (iii) if Tenant is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (iv) if Hazardous Substances (as defined in Section 16) are or become present on the Property or Premises in violation of Environmental Laws (as defined in Section 16), not as a result of any act or omission of Tenant.

10) Insurance and Subrogation.

(a) Tenant shall maintain the following insurance during the Lease Term, provided by carriers authorized to do business in the State of Connecticut with minimum A.M. Best ratings of A-/VII:

(i) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence with a general



aggregate limit of \$2,000,000, which limits may be provided in combination with umbrella coverage; and

(ii) insurance against loss or damage by fire and other casualty to the Premises and all improvements thereon in an amount equal to 100% of the replacement value of the Structure and all improvements made on the Premises to the extent that the Structure and such improvements are the property of Tenant, and excluding antennas and related equipment that are the property of subtenants or other users (which antennas and related equipment shall be the responsibility of such subtenants or other users to insure and/or replace);

(iii) workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation law of the state in which the Premises are located; and

(iv) if Tenant operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$1,000,000 combined bodily injury and property damage; and

(v) an umbrella policy of \$10,000,000.

Each such policy (except workers' compensation) shall list Landlord as an additional insured, and shall provide that it will not be terminated during the Lease Term or modified to affect the coverage required except after thirty (30) days prior notice thereof to Landlord. All coverage shall be on a primary, non-contributory basis for all policies, except for workers' compensation policies. Landlord may increase the liability insurance amounts and/or require additional insurance if such amounts and/or insurance is then generally being required by landlords with respect to similar properties to the Property, subject to industry standards.

(b) Tenant shall have the right to fulfill its liability insurance obligations under this paragraph by obtaining appropriate endorsements to any master policy of liability insurance that Tenant or its affiliates may maintain.

(c) Tenant shall, prior to commencing construction of the Structure and annually thereafter, furnish to Landlord certificates of insurance listing Landlord either as additional named insured or additional insured on a primary basis to the extent permitted by applicable insurance regulations.

(d) At all times during the Lease Term, Landlord will carry and maintain commercial general liability insurance on the Property, including any common area, in commercially reasonable amounts.

(e) Notwithstanding anything to the contrary contained herein, Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered or required to be covered by any property insurance required to be carried pursuant to this paragraph or any other property insurance actually carried by such party, provided that the party against whom relief is sought, has complied with the terms of this Section 10. Landlord and Tenant will cause their respective insurers to issue waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Structure or the Premises or the contents of either.

11) Hold Harmless. Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising directly from the installation, use, maintenance, repair or removal of the Structure at the Premises, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors. Landlord agrees to indemnify and

hold Tenant harmless from any and all claims arising out of the negligence or intentional acts of Landlord, its employees, agents, or independent contractors in, on or about the Property, except for claims arising from the negligence or intentional acts of Tenant, its employees, agents or independent contractors. The terms of this Section 11 shall survive the expiration or earlier termination of this Lease.

12) Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed given, (i) if personally delivered or mailed, upon delivery, or if (ii) by certified mail, return receipt requested, five (5) business days after mailing, or if (iii) sent by overnight carrier, upon receipt, to the addresses for Landlord and Tenant stated below:

if to Landlord:           Town of Glastonbury  
2155 Main Street  
Glastonbury, CT 06033  
Attention: Town Manager

with a copy to:         Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, Connecticut 06103-1919  
Attention: Bruce A. Chudwick, Esq.

if to Tenant:           Wireless *EDGE* Towers II, LLC  
PO Box 63  
Rhinebeck, New York 12572  
Attention: Tower Development

with a copy to:         Corrigan, Baker & Levine, LLC  
140 Grand Street, 8<sup>th</sup> Floor  
White Plains, New York 10601  
Attention: Robert J. Levine, Esq.

13) Quiet Enjoyment, Title and Authority. Landlord represents, warrants and covenants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and Landlord has taken all necessary action to approve this Lease and has authorized the signatories of this Lease to sign same; (ii) to the best of Landlord's knowledge, the Property is free and clear of any unrecorded covenants, restrictions, liens or mortgages which would interfere with Tenant's rights to or use of the Premises; (iii) no consents are required from any mortgagee, licensee or any other occupant of the Property with respect to Tenant's use of the Premises; and (v) to the best of Landlord's knowledge, the execution and performance of this Lease will not violate any local laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in Default after notice and the expiration of any applicable cure period.

14) Casualty or Condemnation. If the Property or the Structure are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Structure, and such damages exceed Two Hundred and Fifty Thousand Dollars (\$250,000), then



Tenant may elect to terminate this Lease and in such event, Tenant shall remove all improvements and debris from the Premises (pursuant to the terms hereof) and thereafter all rights and obligations of the parties shall cease as of the date of the damage or destruction, provided that Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant does not so terminate this Lease, then Tenant shall promptly and diligently restore all improvements made to the Premises to the condition existing immediately prior to such damage or destruction within a reasonable period of time following such damage or destruction. In the event of a condemnation of all or any part of the Property, Tenant shall have the right to terminate this Lease if such condemnation disrupts Tenant's operation at the Property or renders the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

15) Waiver of Landlord's Lien; Financing. The Structure shall remain the exclusive property of Tenant during the Lease Term. In this regard, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Structure or any portion thereof, as well as and all other installations made by Tenant at the Premises, whether same are deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time. Tenant may enter into a secured financing arrangement for which the Structure or this Lease is security, provided such an arrangement shall not impair or abridge the rights of Landlord under this Lease and such secured party agrees to be bound by the terms and provisions of this Lease from the time it succeeds to the interest of Tenant under this Lease.

This Lease shall be subject and subordinate to any mortgage of Landlord's interest in the Premises; provided that such mortgagee shall deliver to Tenant a non-disturbance agreement in commercially reasonable form. Tenant shall execute and deliver an estoppel certificate to Landlord regarding this Lease in form reasonably requested by Landlord within thirty (30) days of Landlord's request therefor. Landlord, its successors and assigns, and any such mortgagee shall be entitled to rely on the statements set forth therein. Tenant hereby agrees to promptly execute any modification of this Lease reasonably requested by Landlord or its mortgagee; provided that such modification does not materially increase Tenant's obligations hereunder or materially reduce Tenant's rights hereunder.

#### 16) Environmental Laws.

(a) As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste, material, or substance that is regulated by Environmental Laws, including, without limitation, asbestos and petroleum products; hazardous or solid wastes.

(b) Tenant and Landlord each covenant that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Landlord further represents and warrants that, to its knowledge, neither Landlord nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substance on, under, about or within the Property or Premises in violation of any Environmental Law.

#### 17) Miscellaneous.

(a) This Lease shall be binding upon and inure to the benefit of the parties, their respective



successors, personal representatives and permitted assigns.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the party against whom enforcement is sought.

(c) Each party agrees to cooperate with the other in executing any documents (including a memorandum of lease and/or easement agreement) in a form reasonably satisfactory to both parties necessary to protect its rights or use of the Premises in accordance with the terms set forth herein. Tenant may record the memorandum of lease.

(d) Tenant agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under it. Tenant may contest the validity or amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of Landlord, Tenant shall post a bond sufficient to remove such lien pending contest against the enforcement of the lien against Landlord. If Tenant shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien with thirty (30) days of the filing of such lien, Landlord may (but shall not be required to), after written notice to Tenant, pay said claim and the amount so paid shall be immediately due and owing from Tenant to Landlord, and Tenant shall pay the same to Landlord upon demand.

(e) This Lease and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State where the Property is located without giving effect to principles of conflict of laws. The undersigned hereby irrevocably submit to the jurisdiction and venue of any State or Federal Court located in the State and County where the Property is located, over any action or proceeding arising out of any dispute between the undersigned, with respect to this Lease.

(f) The provisions of this Lease are severable. If a court of competent jurisdiction rules that any provision of this Lease is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Lease.

(g) This Lease may be executed in any number of counterparts, any of which may be executed and transmitted by electronic method or email, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) No failure on the part of either party to exercise, and no delay in exercising, any right under the Lease shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Lease.

(i) A waiver of any right or remedy by either party at any one time shall not affect the exercise of such right or remedy or any other right or remedy by that party at any other time. In order for any waiver to be effective, it shall be in writing, signed by an authorized person or board, and be express and unequivocal and specify precisely the rights or remedies being waived. The failure of either party to take any action in the event of any breach by the other party shall not be deemed or construed to constitute a waiver of any of its rights or to otherwise affect the right of that party to take any action permitted by the Lease at any other time, in the event that such breach has not been cured, or with respect to any other breach.

(j) The rights and remedies provided in the Lease are cumulative and not exclusive of any



remedies provided by law or in equity, and nothing contained in the Lease shall impair any of the rights of either party under applicable law or in equity, subject in each case to the terms and conditions in the Lease.

(k) All of the "WHEREAS" clauses set forth above are hereby expressly incorporated by reference into this Lease as if fully set forth herein at length, and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written.

LANDLORD:

TENANT:

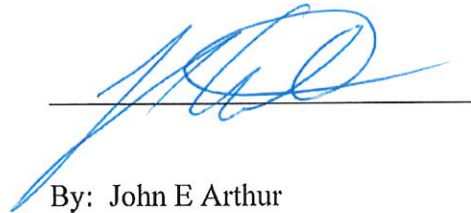
Town of Glastonbury

Wireless *EDGE* Towers II, LLC

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

  
By: John E Arthur  
Title: President

[Signature page to Wireless Telecommunications Facility Lease Agreement]

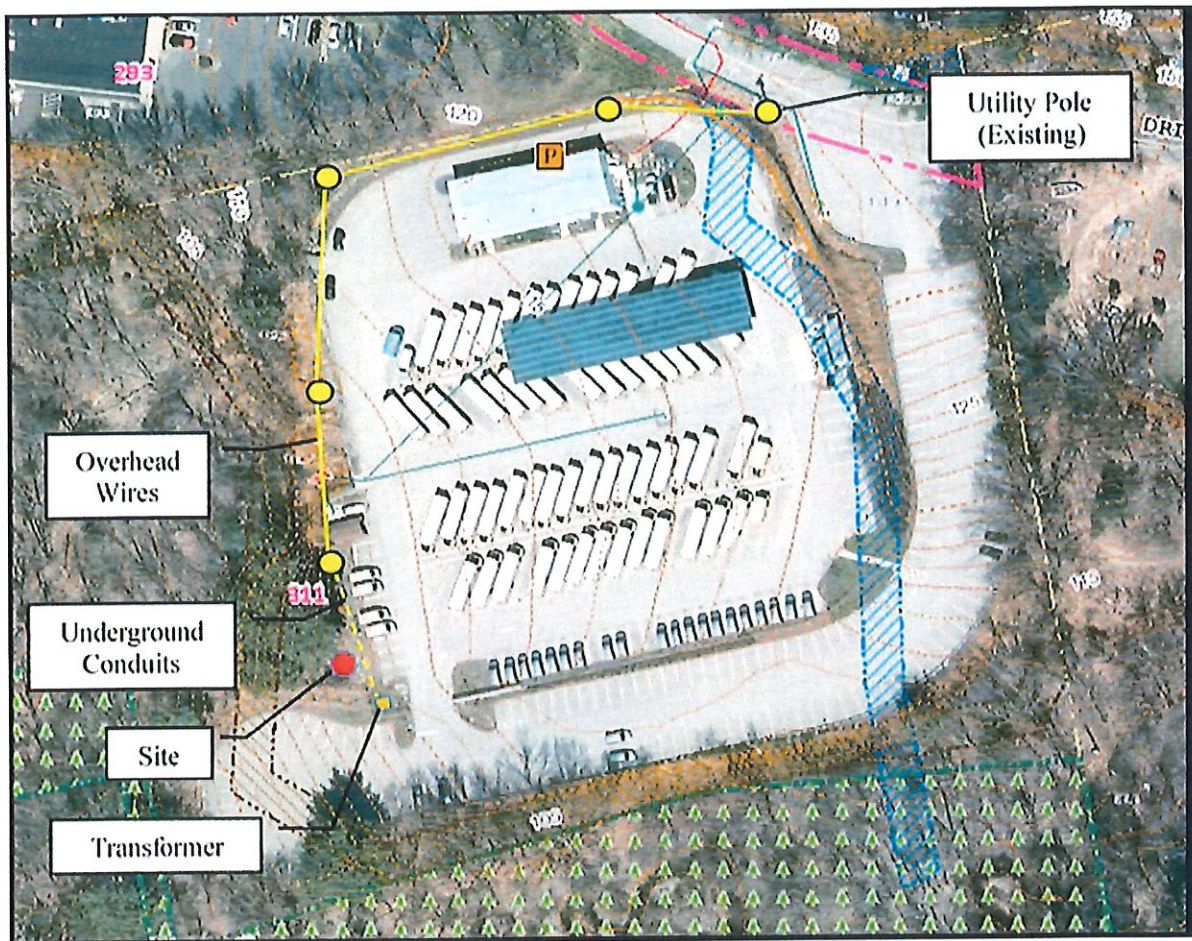
## EXHIBIT A

### Description of the Landlord's Property

That certain parcel of real property located in the Town of Glastonbury, County of Hartford, State of Connecticut, designated as Map F6, Street 4900, Lot W0011 and commonly known as 311 Oakwood Drive, a portion of which property is more particularly shown on Exhibit B attached hereto.

Map:

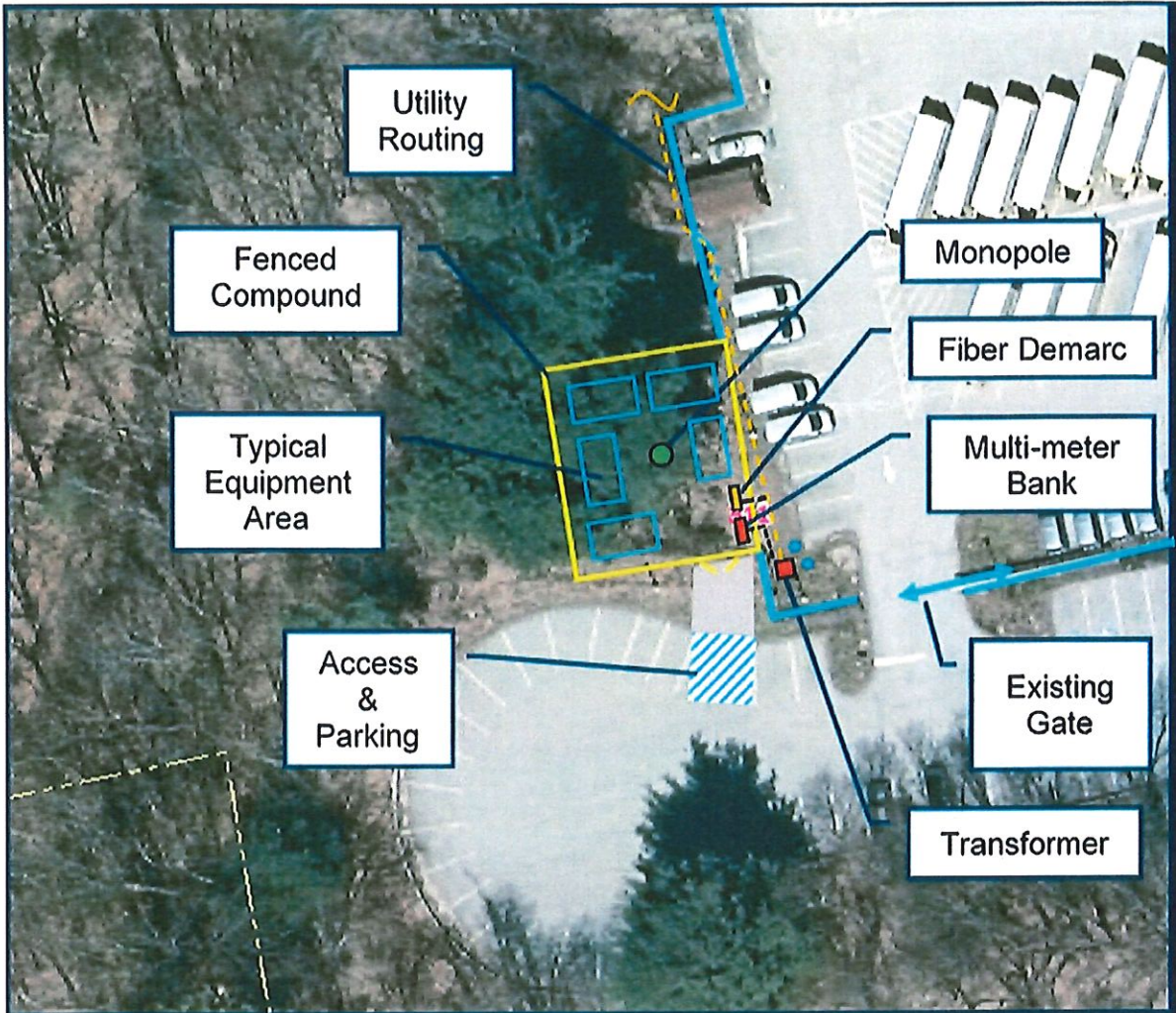
Actual Utility Route to be coordinated with Landlord.





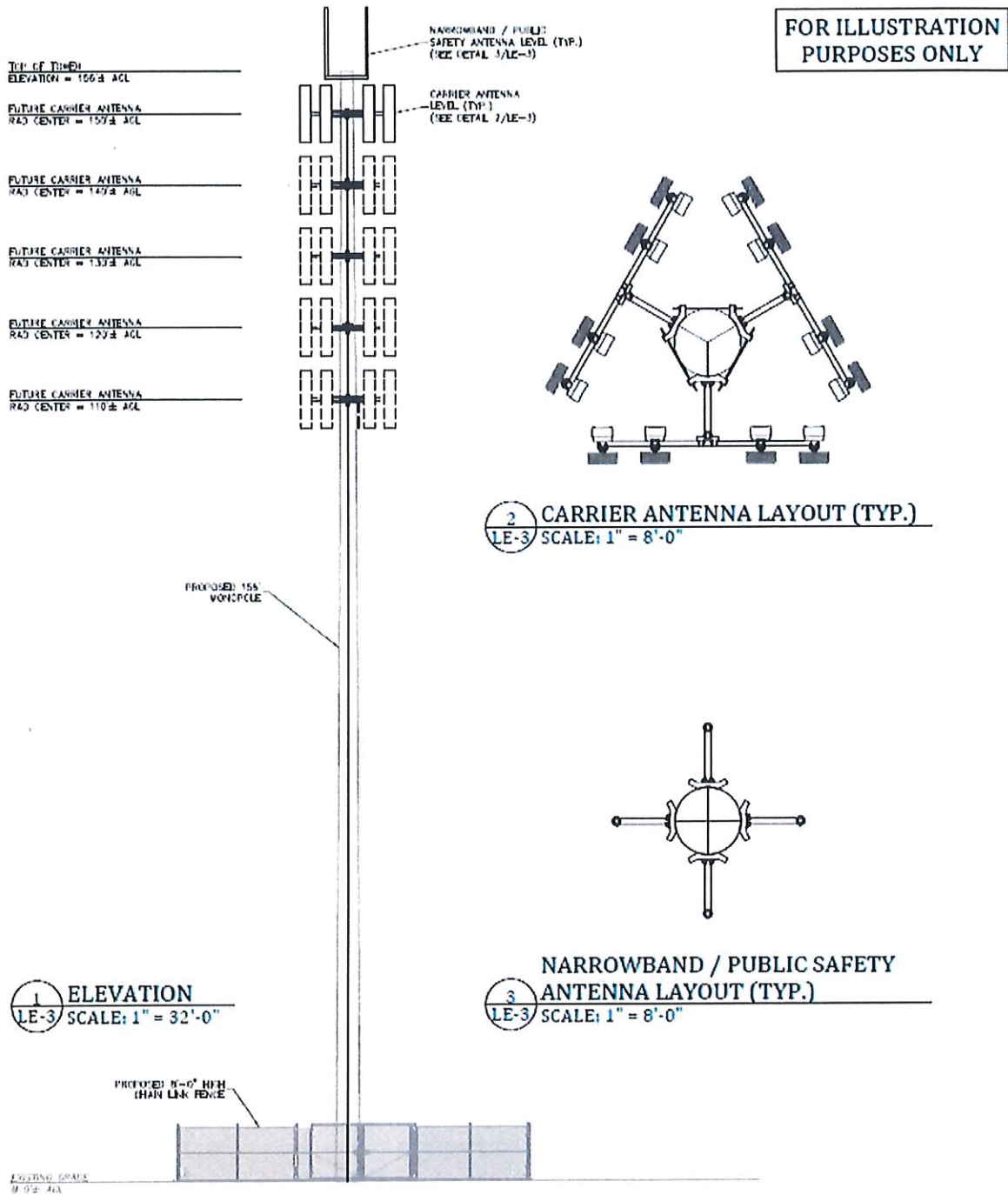
**EXHIBIT B**

**Description of the Leased Premises**



# EXHIBIT C

## The Structure





## EXHIBIT D

### Antenna Site Management Responsibilities

Wireless *EDGE* Towers II, LLC or its affiliate ("WE") shall perform all of the services that are the subject of this Agreement. WE shall be the site manager for subleasing of the Premises and the Structure.

WE will perform the following site management services for the Premises:

1. Market the Facility to Co-locaters (wireless carriers)
2. Determine tenants' current & future requirements.
3. Develop sublease template(s).
4. Develop site application form and installation requirements.
5. Actively market the site from time to time in conjunction with tenants' buildouts and available space on the site.
6. Review and process tenant's applications.
7. Negotiate subleases.
8. Review tenant's proposed construction drawings with Landlord (where applicable).
9. Review tenant's RF study report (where applicable).
10. Coordinate installation schedule with Landlord.
11. Inspect site for compliance with approved drawings.
12. Inspect site for general quality of work.
13. Maintain site inventory database of tenants' equipment (antenna, cable, and cabinet level)
14. Coordinate site changes.
15. Monitor sites annually for configuration changes against lease baseline and check general condition of wireless carrier installations.
16. Maintain Premises as necessary.
17. Collect and track rent payments.
18. Consolidate rent streams from all tenants.
19. Remit monthly revenue share to Landlord.
20. Track annual adjustments to lease payments.
21. Maintain insurance requirements throughout the Lease Term and Management Term.
22. Maintain all required permits and Governmental Approvals to operate the Facility.
23. Provide any required FAA monitoring services.



# 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 #5(F)  
07-13-2021 Meeting

July 9, 2021

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Public Forum**

Dear Council Members:

At the June 22<sup>nd</sup> Council meeting, a public forum with State Legislators was requested/suggested on legislation required to address crimes committed by juveniles and young people. For example, car thefts and thefts from cars. The public forum is scheduled for 6:30 p.m. on Thursday, July 22, 2021 at the RCC. The tentative agenda is as follows:

- Police perspective
- Chief State's Attorney Colangelo and others
- Comments by Senator Cassano and Representatives Barry and Doucette
- Public comment

This topic is scheduled for Tuesday evening. The plan is to extend an invitation to other greater Hartford communities so that they may comment on the topic as part of the Glastonbury forum.

Sincerely,

  
Richard J. Johnson  
Town Manager

RJJ/sal





# Town of Glastonbury

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

ITEM # 6(A)  
07-13-2021 Meeting

Richard J. Johnson  
Town Manager

July 9, 2021

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. Wintergreen Glen PAD Phase III**

This is an Application for Phase III of the Wintergreen Glen Residential PAD located off Forest Lane. In accordance with the Building Zone Regulations, the applicant is seeking a joint preliminary hearing with the Council and Town Plan & Zoning Commission. The hearing is proposed for the July 27<sup>th</sup> meeting.

*"BE IT RESOLVED, that the Glastonbury Town Council hereby schedules a joint Council/Town Plan & Zoning Commission public hearing on the Preliminary Development Application by Rejean Jacques for a change of zone from Rural Residence to PAD for the Wintergreen Glen PAD Phase III, as described in the Application dated July 1, 2021 for 8:00 p.m. on Tuesday, July 27, 2021 in the Council Chambers of Town Hall, 2155 Main Street, Glastonbury, as described in a report by the Town Manager dated July 9, 2021."*

Sincerely,

Richard J. Johnson  
Town Manager

RJJ/sal  
Attachment

GLASTONBURY, CT  
APPLICATION FOR PLANNED AREA DEVELOPMENT

**SUBMITTAL OF PRELIMINARY DEVELOPMENT PLAN**  
**(1st step in PAD approval process)**

A complete application shall include the following: \$100.00 application fee, 21 sets of the preliminary development plan, and a typed list (name and address) of all property owners located within 500' of the area to be rezoned.

PROPERTY DESCRIPTION/EXISTING ZONING:

120 Staples Lane, located easterly of Manchester Road and westerly of Lazy Valley Drive,  
totaling 9.853+/- acres (429,199 s.f.) and located in the Rural Residence and Flood Zones.

**Applicant**

Name Rejean Jacques

Address 1048 Hopewell Road

South Glastonbury, CT 06073

Telephone 860-659-3586

Fax N/A

**Property Owner**

Name Rejean Jacques

Address 1048 Hopewell Road

South Glastonbury, CT 06073

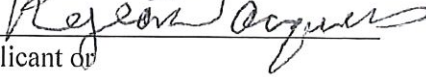
Telephone 860-659-3586

Fax N/A

DEVELOPMENT PROPOSAL:

Application for Change of Zone from Rural Residence to Planned Area Development and Final  
Development Plan - Wintergreen Glen Phase III - 4 single family homes on 9.853+/- acres.

Please see attached narrative and submitted plan for additional information.

Signature   
Applicant or  
Authorized Representative

Date 7-1-21

Signature - Same as Applicant -  
Owner or  
Authorized Representative

Date \_\_\_\_\_

**For Office Use**

Date Received: \_\_\_\_\_ Fee Paid: \_\_\_\_\_ Cash / Check

Joint Public Hearing Scheduled: \_\_\_\_\_



TO: Town Council and Town Plan & Zoning Commission

FROM: Alter & Pearson, LLC

DATE: July 2, 2021

RE: Narrative for Phase III of the Wintergreen Glen PAD – Change of Zone from Rural Residence to Planned Area Development for 4 Single-Family Homes on 9.853± Acres

---

**History of Wintergreen Glen PAD- Phase I and II:**

On October 22, 1991, the Town Council approved the Change of Zone from Rural Residence to Planned Area Development and a Final Development Plan for Wintergreen Glen Phase I. Phase I consisted of 14 single-family homes located southerly of Forest Lane and easterly of Manchester Road on 26.9± acres. The Final Development Plan included two private roads: Lazy Valley Road and East Trail Drive, together with design standards for the homes. The approved plans for Phase I identified two areas in which development rights were reserved for future development. After Town Council approval was secured, the Town Plan and Zoning Commission approved the subdivision of Phase I into 14 lots on October 19, 1993.

On January 22, 2002, the Town Council approved the Change of Zone from Rural Residence to Planned Area Development and a Final Development Plan for Wintergreen Glen Phase II. Phase II consisted of 3 single-family on 7.91± acres, located easterly/northeasterly of Phase I and southerly of Forest Lane. The approval included 3 single-family homes located off of a shared private driveway, together with design standards for the homes. After Town Council approval was secured, the Town Plan and Zoning Commission approved the subdivision of Phase I into 3 lots on March 5, 2002.

**Current Proposal - Phase III**

The Applicant is proposing to follow the same process used in Phases I and II, and is proposing a Change the Zone from Rural Residence to Planned Area Development and a Final Development Plan for Winter Green Glen Phase III. Phase III proposes 4 single-family homes located easterly of Manchester Road and southerly of Staples Lane on 9.853 ± acres. The homes will be serviced by well water and septic systems. The existing common drive on Staples Lane will be reconstructed to be a paved and 20-feet in width. If approval is secured for the zone change and final development plan, the Applicant would then apply to the Town Plan and Zoning Commission for a 4-lot subdivision.

LEGEND:

- Project Boundary
- Existing Concrete SE Intersect
- Existing Concrete / Waterbury
- Major Waterline (Line)
- 300 yr. Floodplain
- 100 yr. Floodplain
- Building Footprint Symbols
- Typical Elevation
- Primary Earth
- Structure Elevation
- Area to Remain Disturbed (Legend)
- Area to Remain Wild Area
- Area to Remain Roadway, Access & Activity Area
- Lot Lines
- Private Property Lines
- Water
- 100 yr. Floodplain
- 300 yr. Floodplain
- Waterway Area to Remain Wild Area

GLASTONBURY, CT  
 PLANNING DEPT.  
 1100 STATE ST.  
 06033-1000



SITE TABULATIONS:

Phase 1	100
Phase 2	100
Phase 3	100
Phase 4	100
Phase 5	100
Phase 6	100
Phase 7	100
Phase 8	100
Phase 9	100
Phase 10	100
Phase 11	100
Phase 12	100
Phase 13	100
Phase 14	100
Phase 15	100
Phase 16	100
Phase 17	100
Phase 18	100
Phase 19	100
Phase 20	100

NOTES:

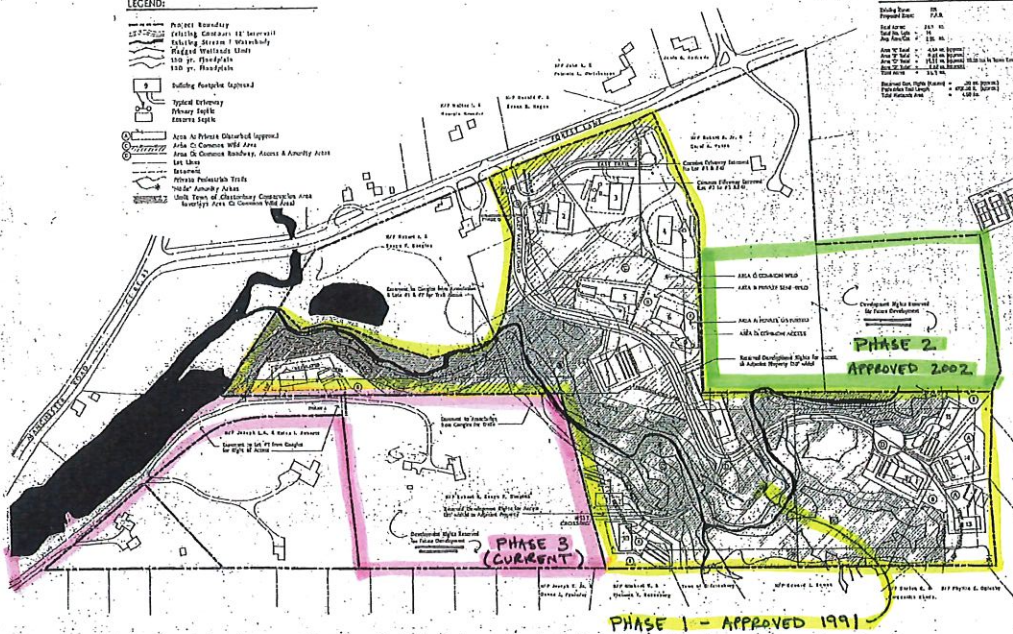
1. The site plan is subject to the provisions of the State of Connecticut General Statutes, Chapter 280a, and the regulations of the State Planning Department, Section 28-100.

2. The site plan is subject to the provisions of the State of Connecticut General Statutes, Chapter 280a, and the regulations of the State Planning Department, Section 28-100.

3. The site plan is subject to the provisions of the State of Connecticut General Statutes, Chapter 280a, and the regulations of the State Planning Department, Section 28-100.

4. The site plan is subject to the provisions of the State of Connecticut General Statutes, Chapter 280a, and the regulations of the State Planning Department, Section 28-100.

5. The site plan is subject to the provisions of the State of Connecticut General Statutes, Chapter 280a, and the regulations of the State Planning Department, Section 28-100.



PHASE 1 - APPROVED 1991

PHASE 2 - APPROVED 2002

PHASE 3 (CURRENT)

Lotting & Open Space Plan

WINTERGREEN GLEN  
GLASTONBURY, CONNECTICUT



Approved to Site Map of March 8, 1991 - March 15, 1991  
 Approved to Site Map of March 16, 1991 - March 22, 1991  
 Approved to Site Map of March 23, 1991 - March 29, 1991  
 Approved to Site Map of March 30, 1991 - April 5, 1991  
 Approved to Site Map of April 6, 1991 - April 12, 1991  
 Approved to Site Map of April 13, 1991 - April 19, 1991  
 Approved to Site Map of April 20, 1991 - April 26, 1991  
 Approved to Site Map of April 27, 1991 - May 3, 1991  
 Approved to Site Map of May 4, 1991 - May 10, 1991  
 Approved to Site Map of May 11, 1991 - May 17, 1991  
 Approved to Site Map of May 18, 1991 - May 24, 1991  
 Approved to Site Map of May 25, 1991 - May 31, 1991  
 Approved to Site Map of June 1, 1991 - June 7, 1991  
 Approved to Site Map of June 8, 1991 - June 14, 1991  
 Approved to Site Map of June 15, 1991 - June 21, 1991  
 Approved to Site Map of June 22, 1991 - June 28, 1991  
 Approved to Site Map of June 29, 1991 - July 5, 1991  
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 Approved to Site Map of October 5, 1991 - October 11, 1991  
 Approved to Site Map of October 12, 1991 - October 18, 1991  
 Approved to Site Map of October 19, 1991 - October 25, 1991  
 Approved to Site Map of October 26, 1991 - November 1, 1991  
 Approved to Site Map of November 2, 1991 - November 8, 1991  
 Approved to Site Map of November 9, 1991 - November 15, 1991  
 Approved to Site Map of November 16, 1991 - November 22, 1991  
 Approved to Site Map of November 23, 1991 - November 29, 1991  
 Approved to Site Map of December 1, 1991 - December 7, 1991  
 Approved to Site Map of December 8, 1991 - December 14, 1991  
 Approved to Site Map of December 15, 1991 - December 21, 1991  
 Approved to Site Map of December 22, 1991 - December 28, 1991  
 Approved to Site Map of December 29, 1991 - January 4, 1992





# 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  
07-13-2021 Meeting

July 9, 2021

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. Software – Crime Statistics**

I expect the updated police website for crime statistics to be in place over the next 2-3 weeks. In the meantime, crime statistics reviewed at the June 22<sup>nd</sup> meeting along with talking points for Glastonbury residents when contacting Governor Lamont or State Legislators is posted to the Town website.

**2. Collection Rate**

The collection rate for FY21 totaled 99.49% as compared to 99.41% and 99.51% for FY20 and 19 respectively.

**3. Solid Waste Disposal**

Per previous discussions, the Trash to Energy Plant located in Hartford and operated by the Materials Innovation Recycling Authority (MIRA) and previously CRRA scheduled to close in June 2022. This is the plant which processes solid waste from towns throughout Greater Hartford. Effective June 2022, MIRA will transport solid waste to out of state landfills absent an alternate in-state facility. This will continue until contracts lapse in 2021. Clearly, disposal of solid waste is of significant concern and while ongoing efforts can reduce overall tonnage there will be some level of MSW requiring disposal. Glastonbury is participating in ongoing discussions on this topic with a goal of identifying a long-term cost effective, environmentally appropriate solution. The attached letter on this topic was forwarded to Governor Lamont in July 2020.

**4. Building Zone Regulations – Village Districts – Design Guidelines**

The recent State Legislative session enacted a number of new laws involving land use which could require changes to the Town's Building Zone Regulations. A joint Council/TP&Z Subcommittee is suggested to review and recommend amendments as applicable. Examples of the proposed changes are summarized in the attached memo by Director of Planning Rebecca Augur. Additionally, the TP&Z discussed the proposed Village District Zones and process to develop Design Guidelines, also summarized per the attached memorandum.

5. **Cotton Hollow Mill**

Fundraising is under way for restoration of the Cotton Hollow Mill walls and site. An initial goal of \$125,000 is established. Donations can be made to the Land Heritage Coalition – Cotton Hollow Fund in care of David Haught, 136 Tall Timbers Road. Renovations will be ongoing over coming years.

6. **Welcome Signs – Town Parks**

This is the suggestion to place signs at Town parks confirming all visitors are welcome. This was most recently discussed when the Town Code for Cotton Hollow and the Great Pond Preserve was amended to provide access to all. The thought is to develop a common logo to be placed on the entrance signs to parks such as Riverfront, Addison, Buckingham, etc. with a message such as a “public park - all visitors welcome, open to all” or a similar message. Logo options are being developed and I will forward when the mockup is complete.

7. **Manchester Land Trust (MLT)**

I was asked to provide an update on this topic. Purchase of the 102-acre Lombardo Farm by the MLT closed late last month. The purchase price totaled \$1.7M funded by \$900,000 by the Town of Manchester, \$300,00 State DEEP, other fundraising and reserves of the Trust. As you know, the Town will contribute \$34,000 for this purchase. Glastonbury funds will be forwarded when the Conservation Easement is finalized and recorded. Before this can happen, the Easement required by State DEEP must be finalized and there is also an Easement involving Manchester.

8. **Town Staff Appreciation**

Recent thank you notes to Town staff are attached for your information.

9. **Expense Report**

A copy of my expense report for the three months April through June 2021 was forwarded separately. I will appreciate Council recognizing receipt of this report on Tuesday evening.

Sincerely,



Richard J. Johnson  
Town Manager

RJJ/sal  
Attachments





# 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

July 24, 2020

## VIA EMAIL AND UNITED STATES POSTAL SERVICE

The Honorable Ned Lamont  
Office of the Governor  
State Capitol  
210 Capitol Avenue  
Hartford, CT 06106

Re: **MIRA – Trash to Energy Plant**

Dear Governor Lamont:

This letter is respectfully written on behalf of the Town of Glastonbury concerning the Trash to Energy Plant located in Hartford. As you know, this facility has served communities throughout greater Hartford for many years. However, the facility has reached the end of its useful life, and as such, the MIRA Board recently voted to begin transporting municipal solid waste to landfills located in nearby states. I understand this process will begin in 2022. A significant step backwards for solid waste management.

After receiving a presentation on the plant and options for next steps, the Glastonbury Town Council adopted the following action by unanimous vote at its meeting of Tuesday, July 14, 2020. I was asked to forward this letter to you, Senator Cassano, Representatives Barry and Doucette, and DEEP Commissioner Katie Dykes. Glastonbury is prepared to assist as appropriate in helping move this matter forward to achieve the results cited in the Council action and encourages next steps proceed in a timely, thoughtful manner.

*"BE IT RESOLVED, that the Glastonbury Town Council hereby expresses its support to the Materials Innovation Recycling Authority (MIRA) in establishing an efficient, forward thinking, environmentally sensitive and cost effective solution to municipal solid waste disposal by replacing current outdated and inefficient facilities and equipment with state of the art technology to provide a cost effective solution for solid waste disposal within the greater Hartford area and hereby requests Governor Lamont, State Legislature, Department of Energy and Environmental Protection (DEEP) and all those involved with this important matter to work cooperatively and expeditiously to achieve these goals on behalf of communities now served by the MIRA Trash to Energy Plant and all others who currently or will prospectively benefit from updated facilities."*

Lastly, please accept our sincerest thanks for all your good work and leadership throughout the current COVID-19 pandemic. Your efforts along with other state officials in cooperation with cities and towns across the state is greatly appreciated.

Sincerely,

  
Richard J. Johnson  
Town Manager

RJJ/sal

cc: Senator Steve Cassano (via email)  
Representative Jill Barry (via email)  
Representative Jason Doucette (via email)  
Commissioner Katie Dykes (via email)  
Glastonbury Town Council (via email)

**MEMORANDUM**

TO: Richard Johnson, Town Manager

FROM: Rebecca Augur, Director of Planning and Land Use Services

DATE: July 7, 2021

RE: **TPZ Input on Village Districts and Design Guidelines and Recommendation Regarding Building Zone Regulations Revision Process**

At its July 6<sup>th</sup>, 2021 meeting, the Town Plan and Zoning Commission expressed support for broadening community discussion around Village Districts to investigate the appropriateness and applicability of design guidelines. There was not unanimous support among the TPZ members present for either design guidelines or Village District regulations at this time, but general consensus that further investigation and consideration is warranted.

Also at its July 6<sup>th</sup> meeting, the TPZ Commission unanimously passed a motion to recommend to the Town Council the establishment of a joint TPZ and Town Council committee to address potential revisions to the Building Zone Regulations and Plan of Conservation and Development, as a result of recent state legislation and staff recommendations.

RECEIVED  
2021 JUL -7 PM 2:21  
TOWN MANAGER



## MEMORANDUM

TO: Richard Johnson, Town Manager

FROM: Rebecca Augur, Director of Planning and Land Use Services

DATE: July 2, 2021

RE: **Building Zone Regulations Revisions**

As you know, the legislature recently enacted several laws affecting land use and development, which may prompt or require changes to Glastonbury's Building Zone Regulations. In addition, a few other zoning issues have been raised by recent applications and/or studies. The following is a list of suggested items for the Town Plan and Zoning Commission and Town Council to consider amending:

- Sections 4.1.10, 4.2.10, 4.3.10, 4.4.10, and 4.5.10 – Residential Zones Minimum Floor Area Requirements: Remove minimum requirements for floor space per dwelling unit to comply with Public Act 21-29
- Section 6.2 – Excavation Permits: Better delineate and establish parameters around excavation associated with a subdivision or development proposal versus excavation operations
- Section 6.6 – Retail Trade: Comply with Public Act 21-2 regarding outdoor dining. The Act makes many of the Executive Orders around outdoor dining permanent, including as-of-right approval for outdoor dining. The Act requires restaurants to obtain local approval, per any locally adopted regulations, once the current Executive Orders expire on March 31, 2022.
- Section 6.11 - Accessory Apartments: Either comply with or opt out of the provisions of Public Act 21-29, which require that attached or detached accessory apartments be permitted as of right, and nullify other provisions currently in Glastonbury regulations
- Section 12 – Special Permit: Review criteria and standards for compliance with Public Act 21-29 requirements for expressly articulated physical standards and criteria, as opposed to “neighborhood character” as a basis for approval or denial
- Retail Sales of Marijuana: Prohibit or develop regulations around cannabis establishments per Public Act 21-1
- Food Trucks: Establish new regulations
- Table of Permitted Uses: Clean up inconsistencies, omissions and errors between text and table of permitted uses
- Open Space Subdivision: Review language around quality of land devoted to open space

Due to the number of items and the time-sensitive nature of some of them, I suggest a joint committee between the Town Plan and Zoning Commission and Town Council be formed to work on these and any other regulatory amendments they may wish to consider.

April 17, 2019

Thank you



Dear Liz -

Thank you so much for the Park + Rec **Fishing Derby!**

We had a great time and learned a lot about fishing.

The volunteers who were there were so helpful - they assisted us with a spooled line and casting. My son, Arthur, caught his first fish! He has been wanting to go fishing →

for a while now, and this derby gave us the opportunity to get out and try it.

GRAPHIQUE\*

Again, thank you for a wonderful experience -

Thanks especially to Jeanine!

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W6178C3

Hello





Chief Marshall Porter  
Glastonbury Police Department  
2108 Main Street  
Glastonbury CT 06033

April 29, 2021

Dear Chief Porter,

On early Wednesday evening, April 21, 2021, a serious kitchen fire occurred at [REDACTED] [REDACTED] at the home of our immediate neighbor, [REDACTED] came to our front door in an excited state saying that her home was on fire. [REDACTED] observed the fire in progress as she returned home which is a duplex attached to our unit.

Using a portable fire extinguisher, I was able to temporarily knock the fire down until the police/fire units arrived. A responding Glastonbury police unit quickly arrived soon after I exited the building and continued to extinguish the fire.

An officer approached my wife and me in a professional and calm demeanor and took a brief statement from us. The officer escorted me to a Glastonbury Volunteer Ambulance unit who evaluated my condition.

Since I experienced smoke inhalation, having entered the building, the responding GVAA ambulance, and in concert with another EMS responding unit, assessed my condition and stated that a precautionary measure required transport to Hartford Hospital for evaluation.

In my former life, I was used to being one of a few individuals charged with school safety having dealt with crises and regularly interacting with town emergency services. It is comforting to know the professional response of the Glastonbury Police Department in concert with the Glastonbury Volunteer Fire Department and The Glastonbury Volunteer Ambulance Association continue to be an exemplar for other municipalities regarding community safety.

Truly appreciative,

[REDACTED]

Retired Glastonbury High School Administrator

May 22, 2021

Dear Katrina,

Stacy's memorial tree is planted, the plaque is installed and we have visited the site a number of times already. You have been so kind and helpful to us as we have pursued the town's Living Legacy program

We are deeply grateful to you.

Sincerely,

[REDACTED]

Sent: Thursday, June 10, 2021 9:13 AM  
To: Anna Park <[anna.park@glastonbury-ct.gov](mailto:anna.park@glastonbury-ct.gov)>  
Subject: Re: Celebrate the Day!

Thanks Anna. The sign looks great. The kids popped up stairs to get ready for the day and when they came back down the sign was up. They were speechless! LOL. They are trying to figure out how it got there. You are magic!  
Have a great day,

On Jun 9, 2021, at 11:18 AM, Anna Park <[anna.park@glastonbury-ct.gov](mailto:anna.park@glastonbury-ct.gov)> wrote:

Thanks [REDACTED] I'll be putting them out on the morning so I'll make sure to do that!

Thanks,

Anna Park  
Recreation Supervisor  
Glastonbury Parks and Recreation  
2155 Main Street  
Glastonbury, CT 06033  
Phone: (860)652-7683  
Fax: (860)652-7691  
e-mail: [anna.park@glastonbury-ct.gov](mailto:anna.park@glastonbury-ct.gov)  
[www.facebook.com/glastonburyparkrec](http://www.facebook.com/glastonburyparkrec)  
"Diversity is Being Invited to the Party: Inclusion is Being Asked to Dance" ~Vernā Myers

Sent: Wednesday, June 9, 2021 11:00 AM  
To: Anna Park <[anna.park@glastonbury-ct.gov](mailto:anna.park@glastonbury-ct.gov)>  
Subject: Re: Celebrate the Day!

Hi Anna,

I was hoping when they put up the sign tomorrow it can be placed in the back yard in eyesight of the windows. I don't remember putting that on the application. Sorry about that.  
Thanks

6-11-2021

To Chief Porter and the men, women, and K9 of the Glastonbury Police Dept.

Thank you all for your service to our community. We continue our strong support for law enforcement. Last year we chose law and order and civility. Sadly this is not what our country got and we hope and pray we can take our country back. This check is a donation in support of "Soleil" as we know it is with private donations she and her handler Officer Kavanaugh are maintained. I am a hemodialysis nurse. I am retired but continue to work per diem and help out when the need arises and there is always a need. All of you are also essential workers and rose to the challenge during the terrible covid "plague" My husband and I appreciate all of you and are thankful every day there are those willing to put themselves on the front line for the good of humanity and our community. It distresses me greatly to see the lack of patriotism and respect for our flag As I said we can hope and pray we can turn it around.

I am also a POA volunteer with the cat shelter and am a lover of animals. I pray for the safety of all of you and "Soleil".



**Sent:** Monday, June 14, 2021 7:54 PM  
**To:** Liz Gambacorta <[liz.gambacorta@glastonbury-ct.gov](mailto:liz.gambacorta@glastonbury-ct.gov)>  
**Cc:** Music Art. Director <[musicartdirector@glastonbury-ct.gov](mailto:musicartdirector@glastonbury-ct.gov)>  
**Subject:** Re: Supplies for Camp

No worries!!! I just wanted to make sure I hadn't missed it. I can't thank you enough for providing this camp experience for my kid.

---

**Sent:** Thursday, June 17, 2021 11:07 AM  
**To:** Marshall Porter <[marshall.porter@glastonbury-ct.gov](mailto:marshall.porter@glastonbury-ct.gov)>  
**Subject:** Congratulations -5 Apprehended

Dear Chief Porter,

Congratulations to you and your officers on apprehending the 5 suspects from the burglary/car theft episode the other day. Thank you for putting yourselves in harm's way to protect the citizens of Glastonbury and Connecticut. I'm sure it was no easy feat to orchestrate these arrests. Its comforting to know that someone is protecting us while our State legislature conducts this grand social experiment of an unworkable catch and release program that in reality, results in a free pass to steal. Catch and release works for fish, not for people. What compounds this situation is they have taken away many of my rights to protect my own property. Protecting my property is a right, not a privilege. Eventually, some innocent motorist, pedestrian, police officer, or perpetrator may be killed as a result of this nonsense. Please stay safe.

Thanks for your service.

---

**Sent:** Monday, June 21, 2021 9:05 AM  
**To:** Daniel Pennington <[daniel.pennington@glastonbury-ct.gov](mailto:daniel.pennington@glastonbury-ct.gov)>; Charles Little <[Charles.Little@glastonbury-ct.gov](mailto:Charles.Little@glastonbury-ct.gov)>  
**Subject:** Belle Woods Dr re-paving feedback

Dan/Charles:

I wanted to share my gratitude and appreciation for the respectful, diligent and professional roadwork your town's crew and vendors displayed during the entirety of the 2021 Belle Woods Dr road replacement project which has recently wrapped up with the conclusion of the curbside soil grading.

Thanks to all involved!

---

**From:** Richard Johnson  
**Sent:** Wednesday, June 23, 2021 2:56 PM  
**To:** Bobby Ashton <[Bobby.Ashton@glastonbury-ct.gov](mailto:Bobby.Ashton@glastonbury-ct.gov)>  
**Subject:** IT Staff

Bobby, as you know Council members expressed their appreciation for the good work of all IT staff during the COVID shut down. Meetings by zoom, assistance to those in "technically challenged" and all efforts to assist in keeping public meetings possible. Please pass along to Moses, Matt and Jonathan. As you know, my personal thanks as well. Nice job by all.

*Richard*

Richard J. Johnson  
Town Manager  
Town of Glastonbury



STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051

Phone: (860) 827-2935 Fax: (860) 827-2950

E-Mail: [siting.council@ct.gov](mailto:siting.council@ct.gov)

Web Site: [portal.ct.gov/csc](http://portal.ct.gov/csc)

VIA ELECTRONIC MAIL

June 24, 2021

The Honorable Thomas P. Gullotta  
Chairman  
Town of Glastonbury  
Town Hall  
2155 Main Street  
P. O. Box 6523  
Glastonbury, CT 06033  
[thomas.gullotta@glastonbury-ct.gov](mailto:thomas.gullotta@glastonbury-ct.gov)

RE: **EM-VER-054-210618** – Cellco Partnership d/b/a Verizon Wireless notice of intent to modify an existing telecommunications facility located at 58 Montano Road, Glastonbury, Connecticut.

Dear Chairman Gullotta:

Pursuant to the Regulations of Connecticut State Agencies Section 16-50j-72, the Connecticut Siting Council (Council) is in receipt of a request to modify an existing telecommunications facility located in the Town of Glastonbury.

In accordance with Section 16-50j-73 of the Regulations of Connecticut State Agencies, on June 18, 2021, written notice of the intent to modify the existing telecommunications facility was provided to the Council, the property owner of record and the chief elected official of the municipality in which the existing telecommunications facility is located.

Should you have any questions or comments regarding the above-referenced request, please feel free to call me at 860-827-2951 or submit written comments to the Council by July 8, 2021.

Thank you for your consideration.

Sincerely,

*s/ Melanie A. Bachman*

Melanie A. Bachman  
Executive Director

MAB/IN/emr

c: Richard J. Johnson, Town Manager, Town of Glastonbury ([richard.johnson@glastonbury-ct.gov](mailto:richard.johnson@glastonbury-ct.gov))

RECEIVED  
2021 JUN 25 AM 8:49  
TOWN MANAGER



Christopher A. Bird  
24 Twelve Acre Lane  
Glastonbury, CT 06033  
860-633-9904  
[cbird@cox.net](mailto:cbird@cox.net)

July 1, 2021

Glastonbury Town Council  
2155 Main Street  
Glastonbury CT 06033

Dear Members of the Town Council:

I have been advised by town staff that "vegetation" does not fall within the definition of blight in the town regulations.

After reviewing the attached photos of a house at the southwest corner of Griswold Street and House Street, I am hopeful that you might see the need to "tweak" those regulations a little bit. Since the owner obviously has no regard for his neighbors or the community, I believe that is necessary for the town to have some degree of authority to address situations such as this.

Thank you for your consideration.

Sincerely,



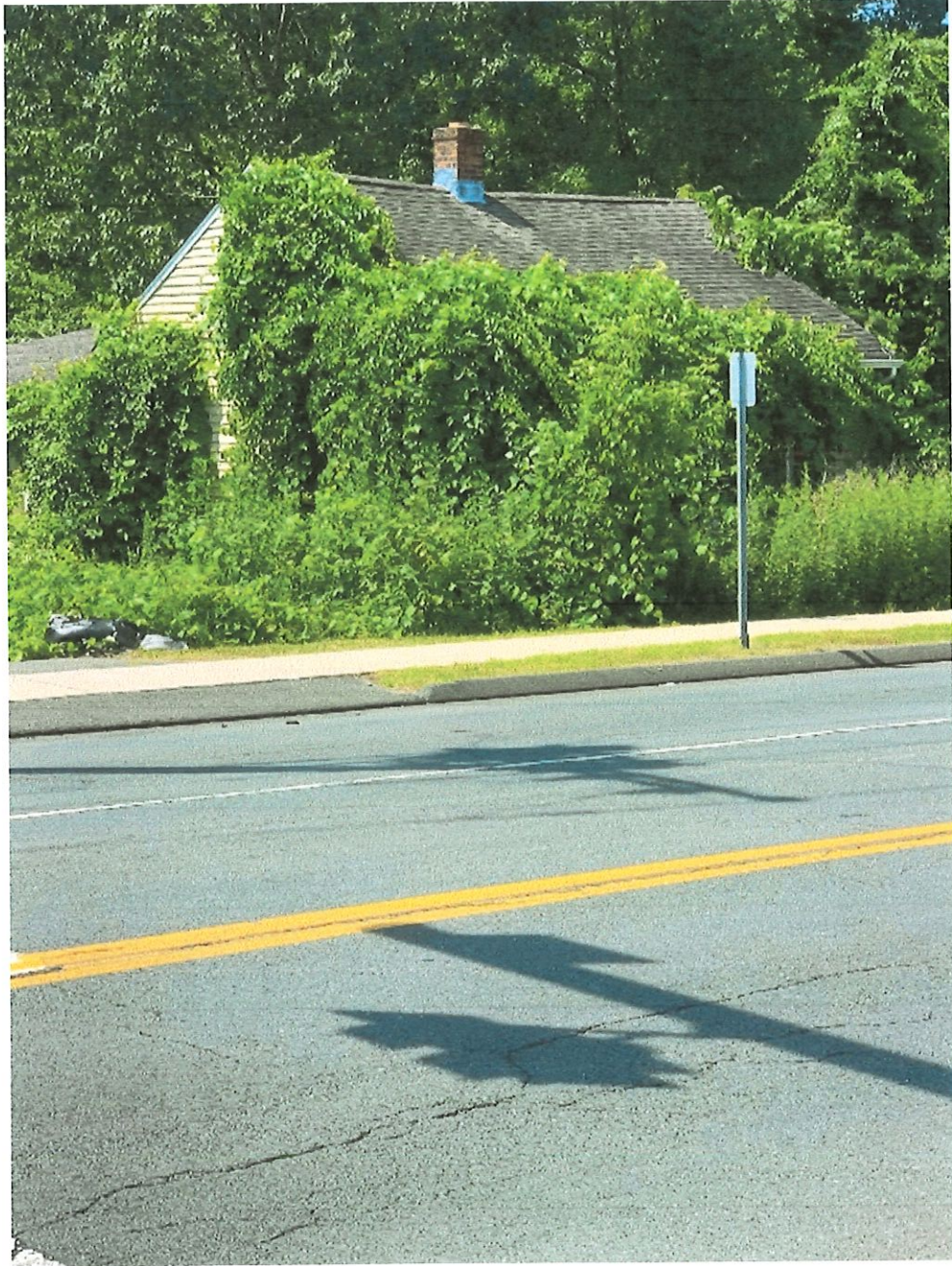
Christopher A. Bird

Attachments

cc: Richard J. Johnson, Town Manager

RECEIVED  
2021 JUL - 8 AM 10:31  
TOWN MANAGER

# ATTACHMENT 1





## ATTACHMENT 2





**ATTACHMENT 3**







INSTR # 2021005624  
DATE FILED 06/29/2021 04:04:49 PM  
MICHELLE KRAMPITZ  
TOWN CLERK  
GLASTONBURY CT

**GLASTONBURY TOWN COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, JUNE 22, 2021**

The Glastonbury Town Council with Town Manager, Richard J. Johnson, in attendance, held a Regular Meeting at 7:00 p.m. in the Council Chambers of Town Hall at 2155 Main Street, with an option for attendance through Zoom video conferencing. The video was broadcast in real time and via a live video stream.

**1. Roll Call.**

***Council Members***

Mr. Thomas P. Gullotta, Chairman  
Mr. Lawrence Niland, Vice Chairman  
Ms. Deborah A. Carroll  
Mr. White Osgood  
Dr. Stewart Beckett III  
Ms. Mary LaChance {participated via video conferencing}  
Mr. Kurt P. Cavanaugh  
Mr. Jacob McChesney  
Ms. Lillian Tanski

**a. Pledge of Allegiance *Led by Police Chief Porter***

**2. Public Comment.**

**a. Recognition of Dr. Michael Lepore – Glastonbury Poet Laureate 2018-2021.**

Chairman Gullotta introduced Dr. Lepore, the Poet Laureate and former Town Councilmember, read and presented the Council Resolution honoring Dr. Lepore. On behalf of the citizens of Glastonbury, the Council thanked Dr. Lepore for his many years of service to the Town, in his many capacities, most notably, as Poet Laureate. Dr. Lepore thanked the Council for the recognition, then read one of his poems.

Mr. Gullotta opened the floor for in-person attendees to comment.

*Stephan Maksymiuk of 245 Forest Lane*, stated that his 10 year old son was harassed by a passing vehicle while on his bicycle. He does not know who the harassers were, but he is not happy with the growing level of crime in town, and he asked that the Council lead the way to curb this problem.

*Jennifer Sanford of 157 Candlelight Drive*, is also concerned about the growth of criminal activity. She was a victim of a car theft on May 25, which is still pending a resolution with her insurance company. She asked the Council to enact a public crime dashboard or website and to

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hold public informational meetings for residents. She urged the Council to amend their letter to the Governor to ask for a panel to study the true benefits of criminal reform because they need better metrics.

*Kristin M Bourbeau of 905 Tryon Street*, is extremely concerned about safety, so she supports the effort to improve the situation on car thefts. She proposed that residents get involved by going down to state government offices to make their voices heard. She left a signup sheet for her email, [safestreetsglastonbury@gmail.com](mailto:safestreetsglastonbury@gmail.com), and offered to help in any way that she can. She stated that it seems to be minors who are committing most of these crimes.

*John Cavanna of Cavanna's Farm on 80 Woodland Street*, stated that these crimes are committed by minors who know that they can get away with it because Connecticut laws allow them to. As a former police officer, he stated that he has seen their behavior firsthand and these minors will shoot people if they must. The Police Accountability Act has had a chilling effect throughout the state. He urged people to get involved at the state legislature level.

*Kristine Vitelli at 9 Martin Terrace*, thanked the Council on behalf of TALK (Truth in Action with Love and Kindness) for the last 15 months of volunteering their time and talents to serve Glastonbury.

*Anne Bowman of 62 Morgan Drive*, voiced her support for the community survey of the Commission on Racial Justice and Equity. She encouraged everyone to complete the survey because it will help them gauge what Glastonbury needs to do to become a more affordable, accessible place to live for all.

*Bruce Bowman of 62 Morgan Drive*, thanked the BOE members for their vision, mission statements, strategic goals, and hard work throughout the past 15 months. He also thanked the Commission on Racial Justice and Equity and hopes that it will become a permanent commission. He also supports their survey.

*John Porriello of 567 Main Street*, stated that he was almost hit head-on by some car thieves, and his girlfriend's car was also broken into in December. This situation was created and continues to be enabled by state legislators. He suggested sending out an alert to everybody in the area to get off the road, in the event of a police chase. He also implored Representative Barry to restore the law to where it was years ago when juvenile criminals were put in juvenile detention centers.

*Jennifer Jennings of 34 Cranesbill Drive*, stated that there have been multiple break-ins in garages in her neighborhood over the past few months. She asked the Council to handle this problem of criminal activity at the local level because it is not being addressed at the state level.

*Susan Pearlman of 35 Bunker Hill Road*, is the Chairman of the Welles-Turner Library Board, and she supports the resolution to recognize Dr. Lepore's work and expresses the library board's gratitude for his service as the last Poet Laureate. She also thanked him for his effort to establish the poet laureate position in 2015 and for bringing poetry to their community.



*Deb Murray at 102 Thompson Street*, stated that, several years ago, she was discouraged by police from trying to press charges on the person who broke into her car because the burglar was a single mother. Recently, there was another attempt in her neighborhood. Social media has become very violent, with commentary about the rising number of people going out to get guns. She urged the Council to think about the children in town who are put at risk by this worrisome criminal behavior.

Ms. Carroll read the written comments received, as listed on the Town website.

*Maria Taylor of 228 Main Street*, voiced her disgust with all of the car thefts and garage break-ins in town. In August, she was a victim of such a crime during broad daylight while both she and her husband were home. She noted that in a recent incident in Wethersfield, when the homeowners called the police to report the incident, they were told that there was nothing they could do and to call their legislators. She asked what the Council and the Glastonbury Police Department are doing to protect people and property in town. She stated that there needs to be a more visible police presence in town 24/7, and suspicious activity should be investigated and stopped before a crime occurs, or someone is killed.

Mr. Niland opened the floor for comments from Zoom attendees.

*Samantha Lombardo of 17 Lakewood Road*, reiterated the comments made by others on the lack of safety in town. While she felt safe growing up in Glastonbury, she does not feel safe anymore. She stated that this issue of rising car thefts and garage/home break-ins needs to be addressed by the Council and the state legislature.

- |    |                         |   |
|----|-------------------------|---|
| 3. | <b>Special Reports.</b> | <i>None</i>   |
| 4. | <b>Old Business.</b>    | <i>None</i>   |
| 5. | <b>New Business.</b>    |   |
|    | a.                      | <b>Action to establish Special Revenue Fund – Early Childhood Learning Center.</b><br><i>Tabled to July 13, 2021.</i> |
|    | b.                      | <b>Action on letter to Governor Lamont and State Legislators concerning car thefts and related issues.</b>            |

Mr. Johnson explained that tonight's letter was drafted at the request of the Council to supplement the letter sent to State Legislators in late January. He explained that Chief Porter will present information incorporating and addressing some of the points brought up during the public comment session.

Police Chief Porter addressed the issue of accessibility of information on crime rates. He explained that the Glastonbury Police Department uses a data mining program. They are working with IT to get it up on their website soon. Motor vehicle thefts have gone up across the board.

with the outlier of 2019. This problem is not unique to Glastonbury; it is happening statewide and nationwide. The potential causes seem to be a combination of the pandemic, the economy, a lack of or loss of juvenile outreach programs, the technology of key FOBs, and budget and resource limitations in public safety. The solvability rate of motor vehicle crimes is very low, so it is difficult to make concrete definitive causations.

Chief Porter explained that a small group of juveniles are responsible for most of these crimes, and they cannot be detained unless the most serious circumstances exist. 58% of those arrested for these crimes are aged 20 or younger. About 90% of the vehicles are recovered out of town. There is no predictability of these crimes by location or hour. The Chief noted that the criminals are not afraid of encountering residents or even police; they stay in the area. State policy prevents chasing them when they have committed only property crimes, such as stealing vehicles. However, Town officers do intercept several crimes before they happen. They also do a lot of community engagement with social media blasts and meeting with concerned residents. Chief Porter explained that they have worked with surrounding towns in setting up bait cars, which met no success.

The state has not put the necessary systems and programs in place for these minors to stop this behavior. Mr. Cavanaugh attributes this rise in crime due to the enactment of the Second Chance Society Act plus the Police Accountability Act. Chief Porter explained that, regardless of state legislature, the Glastonbury Police Department investigates cases fully. While their clearance and arrest rate numbers are low, Glastonbury's numbers are higher than the average. Mr. Cavanaugh asked if they were down any officers. Chief Porter stated that the police department is down one officer and will likely be down three officers very soon.

Ms. Carroll commented that they sent a letter in February, and they have another ready to go. This is not a priority to state legislators, apart from Jilly Barry. She asked what the Council could do to support the police department to keep our community safe. The Chief stated that they should take action as private citizens to protect their private property and to call in suspicious vehicles. They should also report any and all crimes because that data helps the department link information on other cases.

Mr. Niland stated that he has worked in the IT division of the West Hartford Police Department for many years, and he knows that officers are doing the best that they can, given the limitations posed by the state legislature. He asked about other measures such as the Three Strikes Rule that could help address this issue. The Chief explained that the challenge is to get the convictions in the first place. There were four bills that never made it in the state legislature. Ms. LaChance thanked the police department for arresting the five criminals who terrorized the town last week. She asked if they could hold some community meetings to get residents together to talk about this. Chief Porter stated that they have already held one and they will likely hold more.



Dr. Beckett expressed that the way to change this is to send 50,000-100,000 letters to the Governor because, otherwise, the state legislature does not seem to care about Glastonbury. Ms. Tanski asked how sophisticated these crimes are. Chief Porter stated that he has not seen a level of technological sophistication. This is not about chop shops, but about joy rides. What is of great concern to him is the lack of fear of being caught because, absent accountability, they have nothing. Ms. Tanski asked for Town-sponsored crime meetings, not just neighborhood ones, because the more they could do to educate others to be on the lookout, the better.

Mr. McChesney encouraged residents to listen to the Council's discussion with the Chief back in February to learn more information about this issue. He also echoed that continued community conversation and public awareness will be key to push for change at the state level. He does not feel that there is any more that the Glastonbury Police Department can do, but he urged them to let the Council know if they ever do need anything to help address this issue. Mr. Osgood asked if they have a timeline for when reported crimes can go online. The Chief stated that there is a licensing issue, but he hopes it will be up very soon.

Mr. Johnson clarified that the Chief and Mr. Ashton have been working on the website. They will look at the ability to schedule some public forums and get the information out. All the information that the Chief shared tonight will be posted to the website. He also noted that they can pen a draft letter with some talking points that residents can send to the Capitol.

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

Dear Governor Lamont:

This letter is written on behalf of the Glastonbury Town Council concerning an ongoing issue faced by communities across the state. By action at its Tuesday, June 22, 2021 meeting, the Council voted unanimously to support these comments.

Like many communities in Connecticut, Glastonbury continues to experience thefts of and from motor vehicles at an alarming rate. Since January 1, 2021, Glastonbury residents have reported 17 stolen motor vehicles and 103 thefts from vehicles. Perhaps more concerning is the increase in related residential burglaries and instances where homeowners are confronting these criminals. It is a matter of time before one of these confrontations turns violent or fatal (in January, Glastonbury's state legislators, Senator Cassano and Representatives Barry and Doucette, were advised of a mother and infant shot by a juvenile in a stolen car and a situation where a homeowner was threatened at gun point during an attempted car theft). Property owners are afraid to park in residential driveways or leave their garage doors open, and are now looking to determine how they can best defend their property – e.g. by establishing neighborhood block watch programs or other safety measures.

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Those committing these offenses are aware of limitations imposed by policy and law. On Sunday, June 13<sup>th</sup>, five suspects, age 18 and younger, came to Glastonbury in a stolen car, committed several burglaries, were involved in several accidents while trying to escape, fled on foot, stole another car from a Lyft driver they had called for a ride, then crashed that car on Glastonbury High School property before officers were able to take them into custody. Because officers have no viable options for detaining them, the juveniles were promptly released from custody to their parents/guardians (some of whom requested that the police keep the juveniles in custody. This is only one example of what has become nearly a daily occurrence in Town and throughout the state).

Police officers statewide confirm the majority of these crimes are being committed by young people, resulting from continued erosion of laws and policies that remove accountability and give victims, police, and courts little recourse. Members of the Glastonbury community repeatedly express their fear, and police report a several hundred percent increase in gun permit applications over recent years, a potentially dangerous correlation. It seems that every attempt to remedy this problem at the legislative level is met with resistance. Glastonbury Police continue to proactively address this problem through patrols, investigations, collaboration with other police agencies, public information campaigns, and community meetings, but the fact remains that change needs to occur through state legislation.

Change is needed to protect all those involved including young people, property owners, and police. Glastonbury is prepared to participate in any process to reach an appropriate remedy.

*Disc:* Mr. Cavanaugh asked if we ever received acknowledgement to the first letter that was written in January regarding car thefts. Mr. Johnson stated that he believed Rep. Barry responded by note, but did not recall hearing from Sen. Cassano or Rep. Doucette and that he would have to double check.

*Result:* Motion was passed unanimously {9-0-0}.

#### **PUBLIC HEARINGS:**

##### **NO 1: PUBLIC INFORMATION HEARING – PROPOSED PHASE III CONSTRUCTION OF SIDEWALKS ALONG MAIN STREET/ROUTE 17 BETWEEN THE CIDER MILL AND RED HILL DRIVE – REVIEW OF PROJECT CONCEPT DESIGN OPTIONS.**

Mr. Pennington reiterated the fact that these four design concepts are just designs. He assured residents that if they were to move forward on any of these options, they would present all of the details, not just the concepts. All of the options run in the \$800,000-\$1 million cost range. All will require a detailed review with the DOT and possibly also the utility companies.

Option 1 is the large 9-foot retaining wall option. There would be a slope above that wall and to one of the homes near it. The construction challenge is the sandy soil conditions. Traditional wall



construction methods here are not safe. They would need to build from the top-down. They could do this by employing either one of two concepts: a soil nail type of wall or a soldier type wall. Mr. McChesney stated that there are safety concerns associated with this type of approach. He asked the Town Engineer to clarify why he does not recommend pursuing this option. Mr. Pennington explained that this is a type of construction that is dependent on a very incremental approach, so it will likely be more expensive than other options, and the potential exists for those soils to present something that they do not anticipate. This is not Mr. Pennington's preferred alternative, and there wasn't enthusiasm from the public on it.

Mr. Pennington discussed Option 2, which is the road shift option. There would be a road shift on the east side of about 9 feet. There would be no wall on the west side, but a sidewalk would still be constructed. Utility pole relocation would be required. The DOT does not object to this concept, but they want to see more details.

Mr. Pennington then reviewed hybrid options, in which they construct a smaller wall and enact a smaller road shift than in Option 2. However, it would be a fill wall not a cut wall, which brings about the requirements of the specialized construction methods. They would fill the wall, blend into the slope behind it, and construct the sidewalk on top of it. The road shift for Option 4 would be about 6 feet, possibly a little less.

Mr. Pennington answered some of the questions posed by residents via email. He noted that Raven Cauthon asked three questions regarding the road shift option:

- would there would be any cost to the homeowner for the service utility
- would the curb shift of 9 feet require a shift in the actual property line
- would it have any impact on her septic system or tank

The answer to all three questions is no.

Mr. Pennington also addressed Mr. Miller's written comment, which expressed concern about the large sugar maple tree on his property. While he cannot say whether the tree will be impacted or not, Mr. Pennington assured that the Town would work very closely with the tree warden to see what impacts will occur and how to mitigate them.

Chairman Gullotta opened the floor for public comment.

*Raven Cauthon of 1212 Main Street*, who is right in the middle of the 9-foot shift, wants to put under consideration that it is not only the houses on the other side of the street that face danger of construction. Her house sits on a completely rock foundation, so any construction on the street shakes her home. She is very apprehensive about the road being shifted at all. It poses a danger to her home and her property value. Her major concern is safety. Her mailbox has been hit a few times. She does not like any of the four options presented and would rather the \$1 million for this project were not used for sidewalks at all, but instead to fund better projects in town.

*Luther Weeks 334 Hollister Way West*, stated that, as a walker, he prefers Option 4. For pedestrian safety, there needs to be a guard rail.

**Eugene Hickey at 1200 Main Street**, was encouraged to see that the Town has investigated other options. He favors the option of the raised sidewalk taking 6 feet or less. He asked a series of questions:

- If the curb is not going to be as severe, could the southern part of the curb start more to the north, after the two historic houses?
- Whose decision is it to decide where the utility poles are located?
- Is there an appeal procedure if they do not like the decided location? He asked that the Town have the information on the poles location before any vote is taken.

**Andrew Miller at 1245 Hebron Avenue**, inquired about the elevated sidewalk option. He asked what the length and height of the smaller retaining wall would be.

Mr. Pennington addressed the comments and questions posed.

Regarding Ms. Cauthon's concerns about vibrations to her home caused by construction, he recommended that, given the number of historic homes in the area, that they conduct pre-blasting surveys, even though there will not be any blasting on site.

Regarding Mr. Hickey's question, Mr. Pennington explained that if the road shift requires something less than 9 feet, then yes, the taper would be lesser in width and length, but he does not know where exactly that will be. The pole relocation question is a joint discussion with the DOT and the utility companies. Mr. Pennington is not aware of any formal appeal policy associated with those discussions. However, they will develop the design details and provide them at a town hearing, so that the Council can decide on whether to proceed with construction or not.

Regarding Mr. Miller's question, there will be a lesser impact with the smaller retaining wall. They would still need to deal with a slope, but he does not know specifics.

Ms. Carroll read the written comments received, as listed on the Town website.

**Andrew Miller of 1245 Hebron Avenue**, stated that he and his wife have restored the 1796 colonial house at 1213 Main Street, but they have several concerns about the project. They do not want any damage done to the 100+ year old sugar maple tree at the corner of their property. They also have concerns about how a pre-fab stone retaining wall would look. How high would it be, and would a fence be needed? They do not find the completed retaining wall with the top cap overhang very attractive. Mr. Miller predicts that he will be spending about 12-18 hours a year to safely maintain the sidewalk from snow. He still supports the sidewalk project, but he does not think that the owners on the west side should be the only ones making a sacrifice. He also believes that the road should be shifted over, as detailed in Option 2 or 4.

**Jeffrey Stein of 142 Olde Stage Road**, stated that Bike Walk Glastonbury reiterates their support for the sidewalk project which will increase safety. While they appreciate that the topography has presented challenges, they hope that the Council will fund a plan to allow for 2022



construction. As an individual citizen, he feels that Option 4 is the best proposal to address stability of the slope and limit the easterly movement of the roadway.

*Kathleen Kaye of 1241 Main Street*, is pleased that the Town is not in favor of cutting into the slope, but she is concerned that it could become a fatal situation to passersby if the trees' roots were compromised, causing the trees to fall. She is also concerned that a raised sidewalk will reduce line of sight when exiting the shared driveway onto the state highway, and traffic could potentially exacerbate the problem. For winter maintenance, there is no direct or easy access from the property to the proposed sidewalk. Having to maintain a sidewalk would cause extreme difficulty as she would have to walk down a five-home shared driveway after it is cleared to get to the street and sidewalk. She will not be able to see the condition of the sidewalk from her house because of the slope angle. She considers this an unreasonable and unsafe situation on an unlit state highway. She requests that the Town continue sidewalk clearing past the properties of Dr. Beckett, as well as 1241, 1225, and 1213 Main Street.

*Mary Reverendo of 1225 Main Street*, is concerned with Option 4. The common driveway is difficult to exit safely. Building a wall puts her and her neighbors' safety at risk. Cars speed up this portion of Main Street. Options 1 and 2 do not seem plausible either, due to the steep slopes on the west side of Main Street. She encouraged the Council to consider Option 3.

Mr. Pennington addressed the common driveway concern of the impact a retaining wall would have on the sightline. They believe that they can improve the sightline somewhat; at the very least, they would not worsen the sightline.

Mr. Niland opened the floor for attendees to comment via Zoom. There were no comments.

Mr. Niland asked if they could move the utilities underground instead of moving the poles. Mr. Pennington stated that they have looked into it before, and it is cost prohibitive. Mr. Niland then asked if Option 4 would be the safest option. Mr. Pennington said yes. Mr. Cavanaugh stated that, even though it is a state easement, he feels for those two homes, 1200 and 1212 Main Street. He asked if there were to be any destabilization of those homes, would the Town be liable. Mr. Pennington explained that the avenue for restitution would be through the contractor and the contractor's insurance company. It would not be through the Town or the Town's insurance carrier.

Ms. Carroll also feels for the homeowners impacted here. Option 4 seems to have the lowest impact on properties. As a runner, she would not want to be trapped between traffic and a wall. Dr. Beckett stated that the project cost is a horrendous amount of money, and it is a shame that they have to spend that much. However, safety has been a concern. There have been two fatalities in the area, so they need to keep that perspective. Mr. Gullotta is not excited about moving the wall up 'more than a little bit.' He wants to keep it simple.

There was a consensus from the Council to look into Option 4. The public hearing was closed.

**NO 2: \$128,205 TRANSFER FROM THE CAPITAL RESERVE-UNASSIGNED FUND BALANCE TO CAPITAL PROJECTS-STREET TREE MANAGEMENT- GRANT FUNDED.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

*BE IT RESOLVED, the Glastonbury Town Council hereby approves a \$128,205 appropriation and transfer from the Capital Reserve-Unassigned Fund balance to Capital Projects-Street Tree Management to be reimbursed through an approved state grant, as described in a report by the Town Manager dated June 18, 2021 and as recommended by the Board of Finance.*

*Disc:* Mr. Gullotta opened the floor for public comment. There were no comments. He closed the public hearing.

*Result:* Motion was passed unanimously {9-0-0}.

**c. Discussion and possible action concerning process and funding to develop Design Guidelines for selected business districts/zones (possible referral on appropriation and transfer and scheduling of public hearing).**

Mr. Johnson explained that this was a concept discussed at the last meeting. Early March, the Council asked the TPZ to look at the possibility of creating a village district. One of the thoughts was looking at a comprehensive process to implement design guidelines. The RFQ process is a very good learning process and can help fine-tune a potential scope. There could be either funding allocation in place now or the RFQ to determine the preferred scope and cost and consider funding.

Ms. Tanski believes they should move forward with an RFQ and decide funding after that because she does not want the funding to determine the scope of work, rather than the other way around. Mr. Osgood asked which area they will be looking at. It would make sense to delineate the area to be just the Town Center Zone. He likes the Request for Qualifications, and he also asks for an estimate of the cost associated with that, and that they should delineate the area as the Town Center Zone. Mr. Johnson explained that going forward with an RFQ, they would want to speak with a consultant, solicit for respondents, conduct interviews, and then focus on the first phase of this area. Ms. Carroll agrees that it makes sense to start with a larger area than they had originally defined. Speaking with a qualified professional to improve design standards for everything is a good idea.

Mr. Cavanaugh believes that they should extend the design standards up to the East Hartford line, as well as between Naubuc Avenue and Rankin Road. The bigger the area, the better. He thinks that this is a somewhat urgent matter to fund and proceed with. Mr. Johnson explained



that the RFQ avenue could potentially extend the process out by a month or so. Mr. McChesney was leaning towards the RFQ process, but he would rather move forward quicker rather than later.

*Motion by:* Dr. Beckett

*Seconded by:* Mr. Cavanaugh

BE IT RESOLVED, the Glastonbury Town Council hereby solicits an RFQ for design guidelines for the Glastonbury Town Center District from the East Hartford line to Rankin Road and Route 2 and the Connecticut River.

*Disc:* Mr. Cavanaugh would like to have a number for the appropriation so that they could go to the BOF for approval. Ms. Tanski would like a clearer understanding of the cost before they ask for any money. Mr. Cavanaugh asked that whoever is selected for design consultant also be asked to consult with the Town for a future project on Main Street because the TPZ should have access to that individual as a consultant. Mr. Osgood asked if the TPZ could bring in a consultant to help them evaluate large projects. Mr. Johnson explained that they do this for a traffic study issue or an environmental issue. There are some monies available if a specific project requires it. Ms. Carroll thinks that it muddies the waters to have this person look at another project. It strays from the goal of creating design standards and seeing what they can do with them. Mr. Cavanaugh believes that the TPZ does need help with design guidelines. If they do not want to attach a design consultant for a future project on Main Street, he asked that it become a point of discussion on their next agenda.

*Result:* Motion was passed unanimously {9-0-0}.

*Motion by:* Mr. Cavanaugh

*Seconded by:* Ms. Carroll

Resolved, that the Glastonbury Town Council responds to the inquiry from the Town Plan and Zoning Commission as expressed in the memorandum dated June 2, 2021, from Rebecca Augur, Director of Planning and Land Use Services, as follows:

Some members of the Town Council wish to explore the establishment of a Village District in the area along Main Street from Naubuc Avenue to Rankin Road, Hebron Avenue to Route 2 and New London Turnpike from Salmon (Brook?) to Rankin Road. This is because the legislation authorizing Village Districts (Connecticut General Statutes Section 8-2j) allows such zones to provide greater flexibility in use of land and buildings, but with a correspondingly higher level of design review and greater authority to require architectural and site plan compatibility with a town's most cherished and iconic areas. Like Historic Districts, Village District zoning can regulate the demolition of historic and landmark buildings and require an examination of the historic and architectural context when reviewing new proposals. However, unlike Historic Districts, Village Districts can also regulate landscaping and building color and regulate the use

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Recording Clerk – LT  
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of land and buildings, particularly mixed use. Village Districts can be adopted by the zoning authority of the Town without a referendum of property owners in the proposed District and without creating a new Historic District Commission to oversee it. The area selected reflects the perception by some on the Council that this is the heart of Glastonbury Center and defines the character of the Town for visitors and residents alike. Numerous Connecticut towns have adopted Village District regulations so there are samples that can be consulted. Because the Commission acts as a planning commission under the Town Charter, the Council is required to refer any zoning amendments to the Commission but, in addition, the Council welcomes the Commission's views about the benefits of a Village District and its proposed location. A copy of 8-2j is attached.

This Resolution should not be construed as a unanimous statement of Council support for Village District zoning, but only a clarification of why it was referred to the Commission for comment.

*Disc:* Mr. Cavanaugh explained that this is a response to the TPZ's request. Mr. Osgood stated that what was sent to the TPZ was broader than what they had discussed. Ms. Tanski thinks that a village district enabling legislation is written with the intention of preserving things. She believes that their Town Center needs growth, not preservation. She is highly skeptical of village districts and appreciates that this letter identifies that.

*Result:* Motion was passed {8-1-0} with one abstention from Mr. Osgood.

**d. Action on General Wage Adjustment – non-affiliated full-time staff – July 1, 2021.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

*BE IT RESOLVED, the Glastonbury Town Council hereby approves a 2% General Wage Adjustment for non-affiliated, full-time staff effective July 1, 2021 (and a .25% increase in the employee contribution of the Legacy Defined Pension Plan effective January 1, 2022) as described in a report by the Town Manager dated June 18, 2021.*

*Result:* Motion was passed unanimously {9-0-0}.

**6. Consent Calendar.**

**a. Action to approve investment pools – Town Funds.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

*BE IT RESOLVED, that the Glastonbury Town Council hereby approves the State of CT Short-Term Investment Fund (STIF) and Northern Capital Investments for the deposit and investment of Town funds, as described in a report by the Town Manager dated June 18, 2021 and as recommended by the Board of Finance.*

*Result:* Motion was passed unanimously {9-0-0}.

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**b. Action on transfer from Debt Service to Capital Reserve Fund – \$179,500.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

*BE IT RESOLVED, that the Glastonbury Town Council hereby approves the transfer of \$179,500 from Debt Service to the Capital Reserve-Unassigned Fund Balance, as described in a report by the Town Manager dated June 18, 2021 and as recommended by the Board of Finance.*

*Result:* Motion was passed unanimously {9-0-0}.

**c. Action to schedule joint Council/Town Plan & Zoning Commission preliminary hearing – Wintergreen Glen PAD Phase III.**

*Tabled to July 13, 2021.*

**7. Town Manager's Report.**

Mr. Johnson explained that they have worked with Thriving Earth Exchange on the topic of uranium. This was a no-cost project to the Town. The state budget sustains both operating and capital state grants consistent with the adopted budget, and they have put in place a new pilot grant. The Rotary Club is still committed to the \$250,000 contribution for the splash pad, but COVID-19 put their fundraising efforts behind schedule. The equipment would see a minimum 5% price increase effective January 1, so they bought it early and went to bid. They need an additional \$44,000 to award the bid. They have a transfer in place between Capital Project accounts. The schedule is to complete the work this calendar year and have it out for 2022. The Council approved the transfer for the splash pad via consensus.

Mr. Johnson explained that there is an initial fundraising goal of \$125,000 for the Cotton Hollow mill. A group is working on this, but in the meantime, the Land Heritage Coalition is assisting. Mr. Johnson provided a copy of the elderly tax relief program. He also noted that they continue to recruit park rangers, but there is a shortage of qualified candidates for a lot of municipal positions right now.

Mr. Cavanaugh followed up on Ms. Vitelli's comment, thanking Town staff for all their hard work. He also stated that state restrictions on normal business operations have been removed, so temporary signs need to be removed. He then asked for updates on the boat house because there was a posting online with children on the roof. Mr. Johnson explained that they had a discussion with the individuals on the roof and their parents. They have a design, and the money is available as of July 1, so they expect to complete it very shortly.

8. **Committee Reports.**

- a. **Chairman's Report.** *None*
- b. **MDC.** *None*
- c. **CRCOG.** *None*

9. **Communications.**

- a. **Correspondence concerning uranium test results.**

10. **Minutes.**

- a. **Minutes of June 8, 2021 Regular Meeting.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

*Result:* Minutes were accepted {8-1-0} with one abstention from Ms. Tanski because she was not present at the meeting.

11. **Appointments and Resignations.** *None.*

12. **Executive Session.**

- a. **Potential land acquisition.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

*BE IT RESOLVED, that the Glastonbury Town Council hereby enters into executive session to discuss a potential land acquisition at 10:45 P.M.*

*Result:* Motion passed unanimously {9-0-0}.

*Present for the Executive Session item were council members, Mr. Tom Gullotta, Chairman, Mr. Lawrence Niland, Vice Chairman, Dr. Beckett, Ms. Deb Carroll, Ms. Mary LaChance, Mr. Jake McChesney, Mr. Kurt Cavanaugh, Ms. Lillian Tanski, and Mr. Whit Osgood, with Town Manager, Richard J. Johnson.*

No votes were taken during the Executive Session, which ended at 10:50 P.M.

Following the Executive Session, the Council with Town Manager, Richard J. Johnson in attendance, entered a non-meeting format discussion to 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).

The Council then reconvened in the regular meeting format to take action on Agenda Item 5(d).



**13. Adjournment.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Osgood

*BE IT RESOLVED, that the Glastonbury Town Council hereby adjourns their regular meeting of June 22, 2021 at 11:05 P.M.*

*Result:* Motion passed unanimously {9-0-0}.

Respectfully submitted,

**Lilly Torosyan**

Lilly Torosyan  
Recording Clerk

Thomas Gullotta  
Chairman

June 24, 2021

Mr. Richard J. Johnson  
Glastonbury Town Manager  
2155 Main Street  
Glastonbury, CT. 06033-6523  
P.O. Box 6523

Dear Mr. Johnson

Thank you for approving me for another term as member of the Water Pollution Control Authority, starting in January of this year. Unfortunately, due to changes in my situation, I am unable to continue in this position. I have spoken with John Tanski and he has been able to find a replacement. Therefore, if it meets your scheduling requirements, I shall plan to make my attendance at the July 14 meeting my last activity on the Authority and my replacement should be available for the August 11 Meeting.

I have enjoyed my many years on the Authority, made some good friends and met many capable people, both town employees and Authority members.

Sincerely,



Nils G. Carlson  
23 Stonepost Rd.  
Glastonbury, CT 06033  
nilscar@cox.net

RECEIVED  
2021 JUN 28 PM 3:41  
TOWN MANAGER



**TOWN OF GLASTONBURY  
NOTICE OF APPOINTMENT**

Date: 7/7/2021

Joyce P. Mascena  
Town Clerk  
2155 Main Street  
Glastonbury, CT 06033

This is to certify that the Glastonbury Town Council, at its meeting on \_\_\_\_\_  
(Date)

appointed Philip Makuska  
(Name)

42 Mallard Dr. 06033 telephone: 860-965-2551  
(Address)

to the Zoning Board of Appeals Alternate  
(Board, Commission, Committee)

This appointment was made to fill the vacancy left by: Susan Dzielo  
(Name)

345 Main St.  
(Address)

Renomination of present appointment

New appointment

Term of office: From July 2021 To September 2023

Political affiliation: Republican

All members of any public agency must be sworn in by the Town Clerk or her assistant. This includes newly elected and appointed members, as well as any member reappointed or re-elected.

Signed:

[Signature]  
Town Committee Chair

Signed:

\_\_\_\_\_  
Council Clerk

RECEIVED  
2021 JUL - 8 AM 11:57  
TOWN MANAGER