

**GLASTONBURY TOWN COUNCIL AGENDA  
TUESDAY, DECEMBER 5, 2023 – 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; Jennifer Wang, Vice Chairman; Deborah A. Carroll; Kurt P. Cavanaugh; John Cavanna; Mary LaChance; Jacob McChesney; Lawrence Niland; Whit Osgood

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**PUBLIC HEARING AND ACTION ON PUBLIC HEARING – 8:00 P.M.**

- NO. 1 ACTION TO CONSIDER AN APPLICATION BY THE GLASTONBURY HOUSING AUTHORITY FOR A CHANGE OF ZONE FROM PLANNED EMPLOYMENT ZONE TO RESIDENCE A ZONE – 55 NYE ROAD. **(PUBLIC HEARING NO. 1 TO BE POSTPONED TO A SPECIAL COUNCIL MEETING ON THURSDAY, DECEMBER 14, 2023 AT 7:00 P.M.).**
- NO. 2 ACTION TO CONSIDER AN APPLICATION BY THE GLASTONBURY HOUSING AUTHORITY FOR A CHANGE OF ZONE TO PLANNED AREA DEVELOPMENT AND ADOPTION OF A FINAL DEVELOPMENT PLAN FOR A 64-UNIT AFFORDABLE HOUSING COMMUNITY – 55 NYE ROAD. **(PUBLIC HEARING NO. 2 TO BE POSTPONED TO A SPECIAL COUNCIL MEETING ON THURSDAY, DECEMBER 14, 2023 AT 7:00 P.M.).**
- NO. 3 ACTION ON A \$1,190,000 APPROPRIATION AND TRANSFER FROM THE GENERAL FUND-UNASSIGNED FUND BALANCE AND/OR OTHER FUNDING SOURCE AS DEEMED APPROPRIATE BY THE BOARD OF FINANCE TO CAPITAL PROJECTS FUND-HVAC AND INDOOR AIR QUALITY IMPROVEMENTS TO PUBLIC SCHOOLS.
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1. Roll Call.
  - (a) Pledge of Allegiance.
2. Public Comment.
3. Special Reports.
  - (a) Presentation of a State Citation by Representative Jill Barry to recognize staff contributions to the Glastonbury Community Action Partnership.
  - (b) Capitol Region Council of Governments (CRCOG) Presentation.
  - (c) Police Department special report concerning crime.
4. Old Business.
  - (a) Discussion and possible action regarding the MLK Racial Equity Tour Project.
5. New Business.
  - (a) Action on extension of Farmland Ground Leases with Littel Acres Farm Market and BHO Enterprises LLC d/b/a Belltown Hill Orchards – 297 Matson Hill Road.
6. Consent Calendar.
7. Town Manager's Report.
8. Committee Reports.
  - (a) Chairman's Report.
  - (b) MDC.
  - (c) CRCOG.
  - (d) Rules of Procedure Subcommittee – report and recommendation.
9. Communications.
  - (a) Letter from CT Siting Council regarding modifications to existing telecommunications facility located at 175 Dickinson Road.
10. Minutes.
  - (a) Minutes of November 14, 2023 Organizational and Regular Meeting.
  - (b) Minutes of November 21, 2023 Regular Meeting.
11. Appointments and Resignations.
  - (a) Appointments to various boards, commissions and committees (Democratic).
  - (b) Appointments to various boards, commissions and committees (Republican).
12. Executive Session.
  - (a) Discussion of the selection of a site or the lease, sale or purchase of real estate.

THE REGULAR TOWN COUNCIL MEETING OF TUESDAY, DECEMBER 5, 2023 WILL BE CONDUCTED IN PERSON WITH AN OPTION FOR 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://us06web.zoom.us/j/86725072989?pwd=15zomf9laskaGK7Vi2bjSciITz8Dyg.1>

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

**Webinar ID:** 867 2507 2989

**Password:** 227846

- **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 Public Comment as part of the virtual meeting if joining through the Zoom Meeting Link

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)

For those who would like to utilize the closed captioning option through Zoom, you may do so by clicking on the “Show Captions” icon located at the bottom of the screen. To disable this function, please click the icon at the bottom of the screen titled “Hide Captions”.



# Town of Glastonbury

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

Jonathan K. Luiz  
Town Manager

**PUBLIC HEARINGS NOS. 1 & 2**  
**12-05-2023 Meeting**

December 1, 2023

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Proposed Change of Zone, Planned Area Development and Final Development Plan – 55 Nye Road**

Dear Council Members:

Public hearings are scheduled on Tuesday evening to consider two applications from the Glastonbury Housing Authority. The first application is for a change of zone from Planned Employment to Residence A. The second application is for a change of zone from Residence A to Planned Area Development, as well as the adoption of the Final Plan of Development for 55 Nye Road.

Unfortunately, the public hearings scheduled for Tuesday night must be delayed because the Applicant was unable to issue notices in a timely manner to owners within 500 feet of the proposed PAD, per Section 16 of the Building Zone Regulations. It is proposed that the public hearings be postponed to a special meeting of the Council to be held on Thursday, December 14, 2023 at 7:00 p.m. in Council Chambers. On November 30, 2023, the Applicant mailed letters to property owners, which provides sufficient notice for the December 14<sup>th</sup> public hearings.

The following motion is offered for consideration by the Town Council:

*“BE IT RESOLVED, that the Glastonbury Town Council hereby postpones the following public hearings to a special meeting of the Council to be held on Thursday, December 14, 2023 in the Council Chambers of Town Hall, 2155 Main Street, Glastonbury and/or through Zoom Video Conferencing as follows:*

*No. 1 – Action to consider an Application by the Glastonbury Housing Authority for a change of zone from Planned Employment Zone to Residence A Zone – 55 Nye Road; and*

*No. 2 – Action to consider an Application by the Glastonbury Housing Authority for a change of zone to Planned Area Development and adoption of a Final Development Plan for a 64-Unit Affordable Housing Community – 55 Nye Road;*

*as described in a report by the Town Manager dated December 1, 2023.”*

Sincerely,

Jonathan Luiz  
Glastonbury Town Manager

JL/sal





# Town of Glastonbury

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

Jonathan K. Luiz  
Town Manager

**PUBLIC HEARING NO. 3**  
**12-05-2023 Meeting**

December 1, 2023

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: HVAC and Indoor Air Quality Improvement to Public Schools**

Dear Council Members:

The November 22<sup>nd</sup> Town Council meeting featured discussion about a request from the Board of Education (BOE) to approve and fund several school HVAC projects that could be eligible for a unique, fleeting state grant. That night, the Council voted to both refer the matter to the Board of Finance, and to schedule a public hearing on the matter. On November 28<sup>th</sup>, the Board of Finance met and voted unanimously to approve the Board of Education's request for a \$1,190,000 appropriation and transfer from the General Fund Unassigned Fund Balance to Capital Projects Fund – HVAC and Indoor Air Quality Improvements to Public Schools. The Board of Finance considered funding the projects in whole or in part with unallocated American Rescue Plan Act (ARPA) funding, but ultimately decided against utilizing any ARPA funds. To watch the Board of Finance meeting, visit: <https://vod.glastonbury-ct.gov/CablecastPublicSite/show/669?site=1>

A public hearing is scheduled Tuesday night to consider a \$1,190,000 appropriation and transfer from the Unassigned Fund Balance to a Capital Project Fund entitled "HVAC and Indoor Air Quality Improvements to Public Schools." Following the public hearing, the Town Council could take action on the BOE's request.

Attached, you will find two documents. The first is a summary of the proposed HVAC projects. The second is a compilation of questions and answers related to this business item.

Town policy calls for the General Fund – Unassigned Fund Balance (UFB) to equal **at least** 16% of the prior year's total expenditure budget. As of July 1, 2023, the Town's UFB equals approximately 18% of the prior year's total expenditure budget. The 2% difference equates to approximately \$3.56M. In the event the Town Council approves a \$1,190,000 allocation of UFB in Fiscal Year '24 for the proposed school HVAC projects, then the Town's UFB as of July 1, 2024 would equal approximately 17.3% of the FY '25 Budget. The 17.3% calculation assumes two things: 1) The Town will end Fiscal Year '24 with no change to the General Fund Unassigned Fund Balance; and 2) The Fiscal Year '25 adopted budget will include a total spending increase of 3%. A UFB that equals 17.3% of the FY '25 Budget would place the UFB at \$2.36M (or 1.3%) above the 16% policy minimum.

The following motions are offered for Town Council consideration:

*"BE IT RESOLVED, that the Glastonbury Town Council hereby approves a \$1,190,000 appropriation and transfer from the General Fund – Unassigned Fund Balance to a Capital Project Fund entitled 'HVAC and Indoor Air Quality Improvements to Public Schools,' for the purpose of funding the following projects: Glastonbury High School Gymnasium Roof Top Units for \$630,000; Replacement of Air Handlers in the Cafeterias at Buttonball, Hebron Avenue and Hopewell Schools for \$360,000; and Naubuc School Gymnasium Roof Top Unit for \$200,000, as described in a report by the Town Manager dated December 1, 2023 and as recommended by the Board of Finance."*

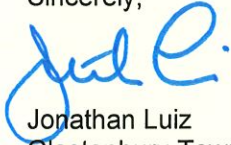


*"BE IT FURTHER RESOLVED, that the Glastonbury Town Council hereby authorizes Glastonbury Superintendent of Schools Dr. Alan Bookman to submit an application to the HVAC Indoor Air Quality Grant Program for Public Schools for the following projects: Glastonbury High School Gymnasium Roof Top Units for \$630,000; Replacement of Air Handlers in the Cafeterias at Buttonball, Hebron Ave and Hopewell Schools for \$360,000; and Naubuc School Gymnasium Roof Top Unit for \$200,000, as described in a report by the Town Manager dated December 1, 2023 and as recommended by the Board of Finance."*

*"BE IT FURTHER RESOLVED, that the Glastonbury Town Council authorizes Town staff to proceed with design and construction documents for the school HVAC projects, as described in a report by the Town Manager dated December 1, 2023."*

*"BE IT FURTHER RESOLVED, that the Glastonbury Town Council refers to the Town's Standing Building Committee the approval of final design plans for the school HVAC projects, as described in a report by the Town Manager dated December 1, 2023."*

Sincerely,



Jonathan Luiz  
Glastonbury Town Manager

JL/sal

Attachments

## EDUCATIONAL SPECIFICATIONS

### Replacement of HVAC Systems

Glastonbury High School, Buttonball Elementary School, Hebron  
Ave Elementary School and Hopewell Elementary School  
Glastonbury, CT 06033

#### 1. **PREFACE AND PROJECT RATIONALE:**

The Glastonbury Public Schools have the highest priority for health and safety to its students, staff and the public. The district master plan for capital improvement projects is evaluated and updated annually with a focus on healthy, well-maintained and physical improvements to our schools.

The projects the District is submitting for consideration under this Grant are located at four separate buildings. Each school project will be entered by separate grant applications. Below is a general description of the proposed projects.

- A. **Glastonbury High School Gymnasium.** The heating and ventilation system (circa 2003) consist of six rooftop "direct fire, natural gas" forced air system. This has created poor ventilation periodically. There is also no dehumidification in the units and regardless of outside temperatures, relative humidity (RH), in the space does not meet the recommendation of industry standards of 30-65 percent humidity. The gymnasium space is utilized all day for Health and PE, assemblies, sporting events and afterschool activities. The new systems would be roof top packaged units with heat exchangers and dehumidification. New insulated ductwork would be installed to the underside of the deck. Existing in wall supply ductwork would be re-utilized to exhaust the space saving construction cost. Energy controls would be included. The replacement of these units will provide the highest level of air filtration, improved ventilation, control of relative humidity, while providing the greatest energy efficiency. This facility is also a designated Town Shelter. The estimated cost for this project is \$630,000. Design status is pending grant approval.
  
- B. **Buttonball School - Cafeteria.** The system in the cafeteria (circa 2008) consists of a natural gas forced air system for heating and ventilation only. There is no dehumidification in the units. The unit does not address the relative humidity (RH) as recommended by industry standards to maintain a 30-65 percent humidity range. The space is utilized all day; for morning breakfast, assemblies, band, lunches and afterschool activities. The new system would be a roof top packaged unit with heat exchangers and dehumidification. New insulated ductwork would be installed to the underside of the deck. Existing fresh air supply ductwork would be re-utilized to exhaust the space, saving construction cost. Energy controls would be included. The designed replacement work will provide the highest level of air filtration, improved ventilation, control of relative humidity, while providing the greatest energy efficiency. The estimated cost for this project is \$120,000. Design status is pending grant approval.



C. **Hebron Ave School - Cafeteria.** The system in the cafeteria (circa 2008) consists of a natural gas forced air system for heating and ventilation only. There is no dehumidification in the units. The unit does not address the relative humidity (RH) as recommended by industry standards to maintain a 30-65 percent humidity range. The space is utilized all day; for morning breakfast, assemblies, band, lunches and afterschool activities. The new system would be a roof top packaged unit with heat exchangers and dehumidification. New insulated ductwork would be installed to the underside of the deck. Existing fresh air supply ductwork would be re-utilized to exhaust the space, saving construction cost. Energy controls would be included. The designed replacement work will provide the highest level of air filtration, improved ventilation, control of relative humidity, while providing the greatest energy efficiency. The estimated cost for this project is \$120,000. Design status is pending grant approval.

D. **Hopewell School - Cafeteria.** The system in the cafeteria (circa 2008) consists of a natural gas forced air system for heating and ventilation only. There is no dehumidification in the units. The unit does not address the relative humidity (RH) as recommended by industry standards to maintain a 30-65 percent humidity range. The space is utilized all day; for morning breakfast, assemblies, band, lunches and afterschool activities. The new system would be a roof top packaged unit with heat exchangers and dehumidification. New insulated ductwork would be installed to the underside of the deck. Existing fresh air supply ductwork would be re-utilized to exhaust the space, saving construction cost. Energy controls would be included. The designed replacement work will provide the highest level of air filtration, improved ventilation, control of relative humidity, while providing the greatest energy efficiency. The estimated cost for this project is \$120,000. Design status is pending grant approval.

## **2. LONG-RANGE PLAN**

The district plans to continue to utilize the schools listed in their current capacity for the foreseeable 20 years and beyond. The long-range plans for each school incorporate provisions for a safe and appropriate learning environment and to ensure the safety and health for students, staff and the public in its operational policies, hence the need for this renovation project.

## **3. THE PROGRAM**

Current spaces: Our schools include the following instructional and support spaces for students, staff and the public:

Classrooms, library/media center, computer labs, music room, art room, cafeteria, gymnasium, school offices, nurse's office, kitchen space, conference room, outdoor fields, custodial services, storage and mechanical spaces.



## Questions & Answers

**Q1) How much unallocated American Rescue Plan Act (ARPA) money does the Town have left?**

A1) \$1,020,000.

**Q2) Can local ARPA money be used to fund the proposed school projects?**

A2) Yes. The State Department of Administrative Services has confirmed this.

**Q3) Are school HVAC replacement projects normally eligible for reimbursement under the State's School Construction Grant Program?**

A3) No. However, in 2022 Governor Lamont signed legislation establishing a new grant program to encourage public school districts to install, replace, or upgrade heating, ventilation, or air conditioning (HVAC) systems. The program addresses school facilities' needs and repairs for improved ventilation and indoor air quality to support healthy learning environments. The program is overseen by the State Department of Administrative Services / Office of Grants Administration and is funded with state bonding and federal Coronavirus State Fiscal Recovery Funds (CSRF). Approximately \$244 million is available in this funding opportunity. This includes \$169 million in state bond funds and \$75 million from CSRF. The application for Fiscal Year 24 grants is open now, with a deadline of December 31, 2023. The grant application requires proof that the municipality has both approved of the project and funded it at 100% of anticipated costs.

**Q4) Where can I find more information about the HVAC Indoor Air Quality Grant Program?**

A4) Visit [https://portal.ct.gov/hvacgrants/?language=en\\_US](https://portal.ct.gov/hvacgrants/?language=en_US)

**Q5) What is the deadline for the School District to submit an application to the Grant Program?**

A5) 5 pm on December 31, 2023.

**Q6) How much money can Glastonbury get from the Grant Program?**

A6) The maximum grant award for Glastonbury would be approximately 33% of each project cost.

**Q7) When was the first round of funding available for the HVAC Indoor Air Quality Grant Program?**

A7) It came out in September of 2022 and was due in November. The Board approved it on October 3 and the Town Council approved it on October 22.

**Q8) Why was there not more advanced notice given for this project?**

A8) It is unknown why the State did not provide more advanced notice. The application requires a great deal of paperwork and it would have been nice if we were given more time.

**Q9) How do the proposed projects align with the BOE's 5 year capital plan?**

A9) The Naubuc air handling unit was listed on CIP in 2028, the six GHS units would have appeared next year on the five year plan, and the three elementary units would have appeared in three more years.

**Q10) Are there any other BoE funds available that could be used for this project?**

A11) The funds in the 1% fund that were saved during the Covid years have been allocated for the Strength and Conditioning Center. We expect all of that money will be gone by the end of the summer. There appears to be no funding available in the operating budget in light of the additional staff allocated for special needs students.

**Q11) What is the estimated remaining useful life of the units to be replaced?**

A11) Naubuc can go another 2-3 years. The units in the GHS gym can go maybe five years (although I'm told one or two have deteriorated.) The elementary units can go maybe eight years. All of this is conjecture and it includes more work (and expense) as the units age. Also, the new units will all increase the air quality in those areas.

**Q12) Do the handler units ever become a state reimbursable expense, possibly after 20 years of age?**

A12) Outside of this unique grant opportunity, they do not become reimbursable regardless of their age.



# Town of Glastonbury

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Jonathan K. Luiz  
Town Manager

ITEM #3(A)(B)&(C)  
12-05-2023 Meeting

December 1, 2023

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Special Reports**

Dear Council Members:

The following special reports will be presented on Tuesday evening:

**a. Presentation of State Citation by Representative Jill Barry**

Representative Barry will present a State Citation to Town employees and others that have helped make the Glastonbury Community Action Partnership (GCAP) successful. As you know, GCAP received the 2023 Coalition of the Year Award from the CT Association for Prevention Professionals. The award recognizes organizations that have demonstrated significant contributions to substance abuse prevention in Connecticut.

**b. Capitol Region Council of Governments**

Executive Director Matt Hart of the Capitol Region Council of Governments (CRCOG) will give a presentation on how the organization collaborates with Glastonbury and has a positive impact on the region. I have asked Mr. Hart to touch upon the Regional Climate Action Plan, which Councilor Wang expressed interest in. The CRCOG presentation will be forwarded separately.

**c. Police Department Crime**

Chief of Police Marshall Porter will give a special report concerning crime in Glastonbury. On a related note, attached is a memorandum from the Chief about the status of the petition requesting that no parking signs be installed on a portion of Crystal Ridge.

Sincerely,

Jonathan Luiz  
Glastonbury Town Manager

JL/sal  
Attachments



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**GLASTONBURY POLICE DEPARTMENT**

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**TO: JONATHAN LUIZ, TOWN MANAGER**  
**FROM: MARSHALL S. PORTER, CHIEF OF POLICE**  
**SUBJECT: CRYSTAL RIDGE NO PARKING SIGN REQUEST**  
**DATE: NOVEMBER 30, 2023**



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Mr. Luiz,

I received a petition from concerned residents of Crystal Ridge Drive, requesting the installation of no parking signs to address various issues, including suspicious activities, littering, drug use, excessive noise, and reckless vehicle operation during late-night and early-morning hours. Representatives from 7 out of the 16 lots on Crystal Ridge have endorsed this petition. To gain a comprehensive understanding of the residents' perspectives, I reached out to representatives from all 16 properties. Successful discussions were held with 11 of them, however, despite making multiple attempts, I have been unable to establish contact with the remaining 5 representatives.

The consensus among those I spoke with is that signs will not likely solve the problem, that people should be allowed to park and enjoy the area, but there is a shared concern for addressing ongoing issues. Some residents expressed reservations about the impact of restrictions on their own parking options. One resident was adamant that we do not install signs on the road.

As the Local Traffic Authority, I have carefully considered several factors before deciding on signage, including legality, adherence to standards, and the intended purpose of the signs. I am authorized by both Connecticut General Statute and Town Code to direct the installation of no parking signs, with the flexibility to impose temporary or permanent restrictions and limit them to specific times.

Crystal Ridge Drive, being a public road and cul-de-sac, has seen increased complaints related to disruptive activities near a scenic viewpoint. In response to the ongoing issues, our officers have intensified area patrols and enforced a temporary parking ban since the beginning of November. The strategy aims to disrupt the current pattern of activity. The number of vehicles officers encountered during their tours ranged from 6-26. The flow does not appear to be decreasing, but the majority of those drove in and left upon seeing an officer. Approximately 50% of the vehicles were registered to Glastonbury residents.

Parking restrictions are commonly used to address traffic and safety concerns. I am dubious about their effectiveness in this case, and I am concerned with potential unintended consequences. Considering the potential consequences of parking restrictions, I acknowledge the concerns raised, including the possibility of non-compliance, implications for residents who will also be bound by the restrictions, and



the broader impact on neighboring areas, where motorists may go as an alternative, which may then result in additional requests for parking restrictions. There is also a risk of creating a perception that we aim to restrict access to non-residents, which may have broader implications for community relations.

Despite these considerations, and recognizing the challenges posed by sustaining an assigned officer to the area, I have decided to temporarily install no parking signs in the cul-de-sac. This decision will be subject to ongoing monitoring, allowing us to assess the signs' effectiveness and consider alternative options or a permanent restriction if warranted.

Our Traffic Unit will collaborate with the Town Highway staff to coordinate the installation process. I expect that the imposed restrictions will primarily affect the western end of the cul-de-sac. I will continue to deploy officers to this area for a brief period to provide education and ensure compliance. Subsequently, while the location will continue to be a directed patrol zone for our officers, they won't be exclusively assigned to that specific area.

Moving forward, it is crucial for residents to promptly communicate their concerns directly to the police. I will be informing residents of our actions through mail.

I appreciate your understanding of the complexities involved in addressing this matter and remain committed to finding a solution that balances the concerns of residents with the need for effective law enforcement.



# Town of Glastonbury

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ITEM # 4A  
12-05-2023 Meeting

Jonathan K. Luiz  
Town Manager

December 1, 2023

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: MLK Racial Equity Tour Project**

Dear Council Members:

At the January 24, 2023 Council meeting, Council Members Cavanna and Wang were appointed to work with a community group focused on developing a formal recommendation as to location and content of a MLK Racial Equity Mural to be located in Glastonbury.

At the September 26, 2023 Town Council Meeting, the Council authorized the Town Manager to execute an agreement to enable the MLK Mural Group to fundraise for the mural. Negotiations concerning the language in the agreement are proceeding. Please know that the RiseUp Group is not seeking compensation from the Town of Glastonbury.

Council Members Cavanna and Wang met on November 27, 2023 to discuss possible recommendations concerning the MLK Racial Equity Tour project. The minutes are attached for your reference.

This matter is placed on Tuesday evening's agenda for the purpose of providing the Town Council with a status update on the agreement, and the latest discussions about mural content and location.

I have also attached the following information concerning the project:

- Background information on the MLK39 Racial Equity Mural Tour Project;
- Press release written by RiseUp; and
- Presentation prepared by Council Member Wang regarding the latest proposed mural location and content.

In addition, please be sure to visit two URL's that RiseUp Group has created for the Glastonbury Project:

- A crowdfunding website <https://www.gofundme.com/f/glastonbury-mlk-mural>
- An online community survey <https://forms.gle/CMkozunWaz62kNRp8>

After discussion on Tuesday evening, if the Council wishes to take action, a motion can be formalized as applicable.

Sincerely,

Jonathan Luiz  
Glastonbury Town Manager

JL/sal  
Attachments



**GLASTONBURY TOWN COUNCIL  
MLK MURAL SUBCOMMITTEE  
MEETING MINUTES  
MONDAY, NOVEMBER 27, 2023**

The Glastonbury MLK Mural Subcommittee held a meeting at the Town Manager's Office at 3:30 p.m. on Monday, November 27, 2023. The Meeting started at 3:33 pm.

**MLK Mural Subcommittee Members Present**

Jen Wang, Town Council  
John Cavanna, Town Councilor

**Others present**

Jonathan Luiz, Town Manager  
Chip Geer, Resident at 86 Sunset Drive

Councilor Wang provided the Town Manager with background information about the MLK Mural Project. She explained that the mural is to feature "local civil rights heroes." Councilor Wang also explained that the Mural Committee chose the north facing side of Town Hall as the best location for the mural. She also provided information about the Mural Committee's upcoming efforts to engage the public about the proposed mural.

Councilor Cavanna expressed his disagreement with the proposed location of the mural, although it was the best of several less-than-ideal locations. He said a mural should be placed in a more prominent location. Councilor Cavanna also said that he was under the impression that the mural would not feature "civil rights heroes" but would instead feature historically significant people from Glastonbury. Councilor Wang clarified that the focus on the legacy of Dr. Martin Luther King, Jr., and the desire to feature people from Glastonbury's history involved in advancing civil rights (such as the Smith Sisters and the 29th Colored Regiment who fought in the Civil War), had been discussed in Council meetings and Mural Committee meetings, and that there would hopefully be future opportunities to feature other dimensions of Glastonbury's history.

The Town Manager shared with Councilors Cavanna and Wang that he has yet to sign any agreement concerning the mural, and that the draft agreement provided by Matt Conway of the RiseUP Group, Inc. (RiseUP) was essentially a copy of the agreement that RiseUp signed with the Town of East Hartford. The Town Manager clarified that RiseUp was not looking for money from the Town of Glastonbury.

With no further business to discuss, the Subcommittee adjourned at approximately 3:57 p.m.

Respectfully Submitted,



Jonathan Luiz  
Town Manager

JL/sal



# MLK39

RACIAL EQUITY MURAL TOUR

Glastonbury Partnership Opportunities



## ABOUT MLK39: RACIAL EQUITY TOUR

RiseUP is partnering with 39 communities across Connecticut to create 39 large-scale, highly visible murals that will depict the message and symbols of the world Dr. Martin Luther King, Jr. spoke about and highlighting other local and national Civil Rights Leaders.



Receive a large-scale mural celebrating diversity and inclusion in your community



Community-wide participation in advancing diversity and inclusion in your town

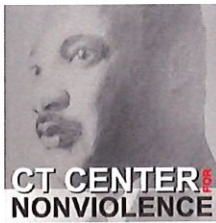


Mural Unveiling celebration to memorialize commitment to racial equality

### ARTISTS

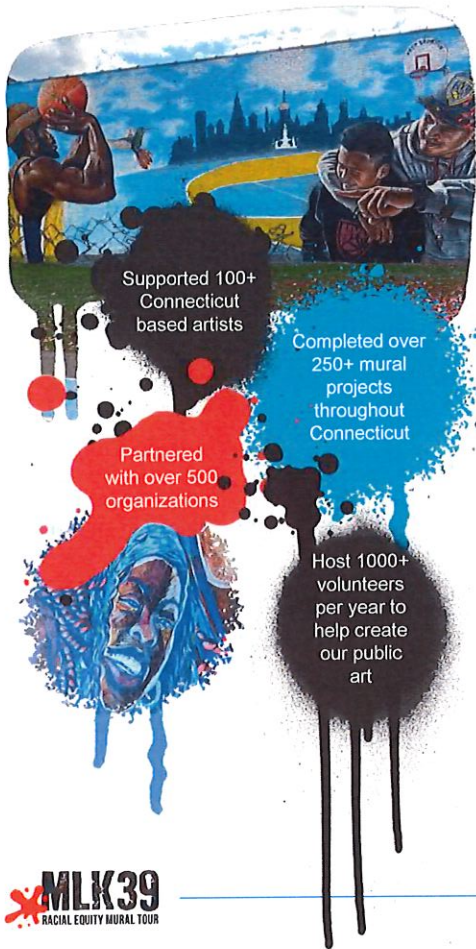


The mural will be completed by a nationally recognized, Connecticut based artists along with local emerging artists and the community. The MLK Murals will be a symbol for each community to demonstrate their commitment to racial equity and fighting injustice.



### PARTNERSHIPS

In addition to a mural installation, RiseUP is partnering with the Connecticut Center for Nonviolence (CTCN) to bring each community a half-day Martin Luther King education series. CTCN promotes a comprehensive framework for conflict reconciliation and coalition building rooted in the philosophy and practices of Dr. Martin Luther King, Jr and the Civil Rights Movement. The CTCN has worked with thousands of people of all ages, in schools, universities, community centers, with Law Enforcement and civic organizations throughout Connecticut and beyond. For more information, please visit [www.ctnonviolence.org](http://www.ctnonviolence.org).



**MLK39**  
RACIAL EQUITY MURAL TOUR

**RISEUP**  
FOR ARTS

## ABOUT RISEUP

RiseUP for Arts is a project started by the non-profit, The RiseUP Group, in 2015 to create public art that is inclusive and accessible for anyone.

We have completed over 250 murals and place-making projects (and counting) throughout Connecticut, we work with 100+ local artists, partner with 100's of communities and organizations and host 1,000+ volunteers per year to help paint our murals. RiseUP for Arts creates public art through donations, grants, and community goodwill.

We support artists, cities, other nonprofits, companies, and local community members in making their mural projects come to life. We help create the vision and manage the entire process to beautify communities through public art.

View some of RiseUP's previous projects at [www.theriseupgroup.org](http://www.theriseupgroup.org)



"Darkness cannot drive out darkness; only light can do that. Hate cannot drive out hate; only love can do that."

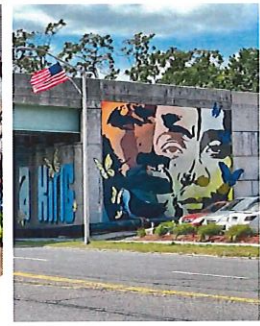
## IMPORTANCE OF THE MLK39: RACIAL EQUITY MURAL TOUR

While progress is being made in the fight for racial equity in this country, we receive daily reminders by the policies, actions, and words of our fellow Americans that there is more progress to make. We've seen some very dark times for our country and as Dr. Martin Luther King Jr. said, "Darkness cannot drive out darkness; only light can do that. Hate cannot drive out hate; only love can do that." RiseUP believes that this state-wide public art and nonviolence education campaign can be that LIGHT our communities need.

**MLK39**  
RACIAL EQUITY MURAL TOUR

**RISEUP**  
FOR ARTS





## WHAT IS THE BUDGET FOR AN MLK MURAL?

Each Mural project will cost approx. \$15,000 per community. The budget includes all costs to professionally execute the mural, host community engagement activities, and organize a Community Mural Reveal Ceremony.

Item/Activity	Budget Amount
Mural Artwork	\$11,920
Artist Fee	\$7,500
RiseUP Management	\$2,000
Primer	\$170
Lift/Scaffolding	\$1,000
Paint	\$600
Other supplies (panels, brushes, etc)	\$650
Community Engagement	\$1,500
Community Coordination	\$1,500
Unveiling Ceremony	\$700
Live Entertainment/DJ/Music	\$250
Videographer/Photographer	\$250
Other Unveiling Cost: Food, PPE, etc.	\$200
Subtotal	\$14,120
Contingency	\$880
Grand Total	\$15,000





## WHY SPONSOR THE MLK39: RACIAL EQUITY TOUR?

Advancing Civil Rights is one of the most important issues in this country. Your company or organization can demonstrate your support of creating a more just and equal society in Connecticut and America by sponsoring this statewide effort. Your brand will gain visibility as a leader in equality to the 3.5+ million residents in Connecticut and the many more that visit or drive through our state for work or leisure.

Your sponsorship will also provide direct support to Connecticut's creative economy and build equity in the arts community by helping to develop more artists-of-color into professional muralists through our Emerging Artists Program. The Emerging Artist Program will provide paid opportunities for artists-of-color to learn how to create large-scale murals alongside our nationally recognized muralist.

In addition to providing monetary support, employees of the corporation/organization will have the opportunity to volunteer during our community "Paint-by-Numbers" day that will kick-off the mural painting process along with joining the community during the half-day MLK education session in each town/city.



## WHAT DOES YOUR SPONSORSHIP GET?

RiseUP has a range of sponsorship levels to promote your business or organization as a leader in diversity and inclusion. Customized packages are also available for Multiple Town/City Sponsorships.

Checks can be mailed to:

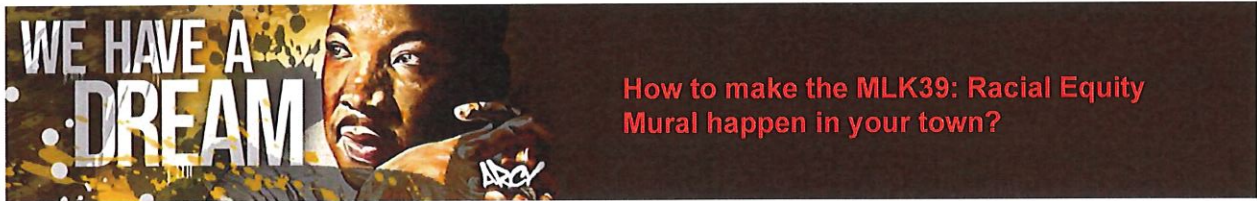
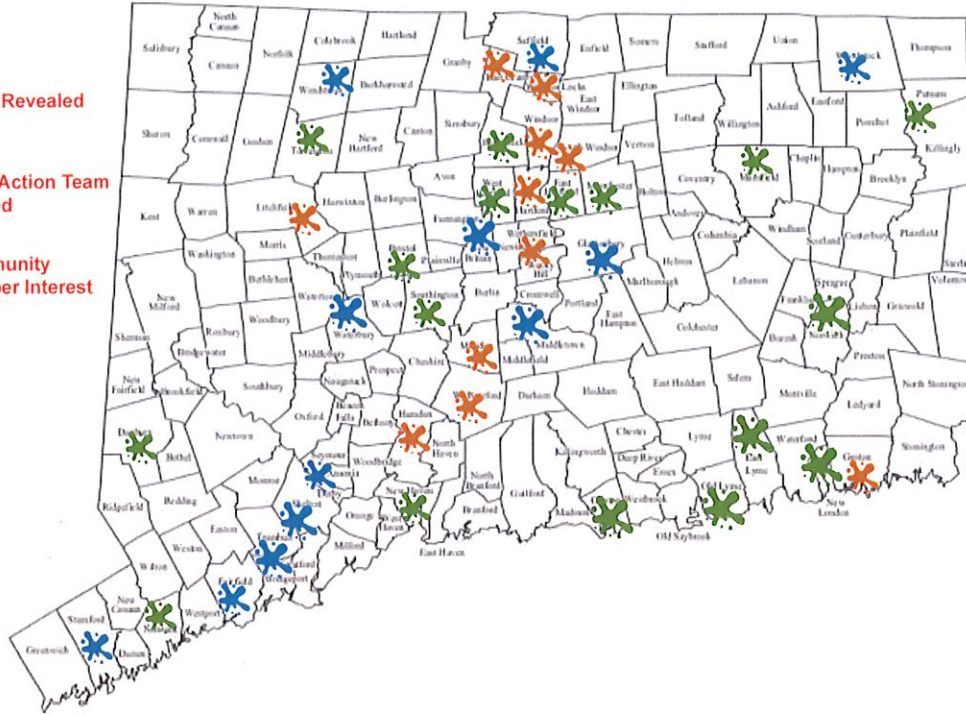
The RiseUP Group, Inc.  
942 Main Street,  
Hartford, CT 06103  
w/ Memo: Glastonbury MLK Mural

	Tier 1: \$15,000 /town	Tier 2: \$7,500 /town	Tier 3: \$5,000 /town	Tier 4: \$2,500 /town	Tier 5: \$1,000 /town	Tier 6: \$500 /town
<b>Pre-Unveiling Recognition</b>						
Identified as Title Sponsor in all marketing	X					
Logo on Event Flyer	X	X				
Social Media Promo	X	X	X	X		
Event Website Presence (Logo + Link)	X	X	X	X		
Included in Email Newsletters	X	X	X	X		
Included in Press Releases to Media	X	X	X	X	X	
<b>On-Site Event Promo/Recognition</b>						
Logo on Livestream Broadcast	X					
Speaking Opportunity	X	X				
Marketing Booth	X	X				
Company Banner	X	X	X	X		
Podium Acknowledgement	X	X	X	X	X	
Distribute marketing materials	X	X	X	X	X	
<b>Post-Event Recognition</b>						
Included in Outgoing Press Release	X	X	X	X		
Included in Thank You Email Newsletter	X	X	X	X	X	
Name on Memorial Plaque	X	X	X	X	X	X



## WHAT COMMUNITIES ARE CURRENTLY INVOLVED?

-  Mural Revealed
-  Local Action Team Formed
-  Community Member Interest



RiseUP supports the end-to-end execution for the mural with the support of community team members in your town or city. A community team will help provide local input to ensure each mural represents the voices within each individual town/city. The entire mural process can take **6-12 months from location identification to unveiling.**

### COMMUNITY SUPPORT

-  Identify a point-person/organization to help lead project at local level
-  Identify location and help with any municipal/building owner approvals
-  Promote fundraising efforts for individual donations and sponsorships
-  Share community survey to inform mural design and identify the civil rights leaders (local and national) to be included in the mural
-  Provide community outreach for project volunteer paint day and unveiling ceremony

### RISEUP'S SUPPORT

-  Serves as project manager by building and managing timeline for project
-  Provide hands-on support in planning volunteer opportunities and planning unveiling ceremony
-  Serve as fiscal sponsor for project and provide administrative support
-  Identify artists and serve as liaison for artistic design process
-  Organize the execution of community paint day, final mural artwork, and unveiling ceremony





**CURRENT  
MEDIA  
COVERAGE**

Hartford Courant



39 Martin Luther King Jr. murals, one for each year of his life, planned across Connecticut

[VIEW ARTICLE](#)

we-ha.com  
We have a plan for Hartford



MLK39: Racial Equity Mural Tour Planning Large Installation in West Hartford, Looking for Input

[VIEW ARTICLE](#)

Better  
Hartford



Manchester Seeks Community Input on RiseUP's Next Civil Rights Legends Project

[VIEW ARTICLE](#)

Better  
Hartford



Birthing of a Legacy MLK Mural

[VIEW ARTICLE](#)

Hartford Courant



Manchester's new Martin Luther King mural a symbol of 'strength and hope'

[VIEW ARTICLE](#)

FOX61



Rev. Dr. Martin Luther King Jr. mural painted on rec center in Manchester

[VIEW ARTICLE](#)

CT



Manchester Mural Honors Martin Luther King's Legacy

[VIEW ARTICLE](#)

NEWS8  
wtnh.com



Manchester pays tribute to Martin Luther King Jr. with enormous mural

[VIEW ARTICLE](#)

Bloomfield Public Schools



CT Murals project: Exciting New Project Coming to Bloomfield

[VIEW ARTICLE](#)

## **FOR IMMEDIATE RELEASE**

### **Glastonbury Town Council Votes to Support RiseUP's MLK39 Racial Equity Mural Project**

Glastonbury, CT – Nov 27, 2023 – In a major vote showcasing strong community and governmental unity, during the September 26 Town Council Meeting, the Glastonbury Town Council has officially given its support to RiseUP's MLK39 Racial Equity Mural Tour. The initiative aims to foster dialogue on racial equity through public art, with Glastonbury set to be enriched by a significant mural that will stand as a testament to our shared commitment to justice and equality.

#### **About the Project:**

This ambitious mural, envisioned to adorn the prominent walls of Glastonbury's Town Hall, is being brought to life by the collaborative efforts of local residents, town officials, and the gifted Connecticut-based artist Micaela Levesque. With preliminary design approval in place, the mural represents a powerful symbol of the town's inclusive ethos and dedication to civil rights advocacy.

#### **Community at the Heart:**

The essence of this mural project lies in its core principle of community-centric development. RiseUP has initiated an open survey to capture the voice of Glastonbury's citizens, ensuring the mural reflects the community's rich tapestry of stories, aspirations, and hopes.

#### **Fundraising Efforts:**

To complete this mural, RiseUP seeks to raise \$15,000 through community sponsorships and individual donations. A crowdfunding campaign has been launched, calling upon the collective spirit of Glastonbury's residents and businesses to contribute to this meaningful and transformative art piece.

#### **Words from Town Councilors:**

"Art is a powerful medium for reflection, celebration, and transformation. The Town Council's support for the MLK39 mural project is a clear signal of our community's dedication to advancing civil rights and fostering a welcoming and equitable environment," stated Councilor Jen Wang, one of two Council-appointed liaisons to the mural committee and an early proponent of the project. "I'm absolutely captivated by history -- especially our town's history -- and I'm excited to introduce residents to folks who lived here prior to them and are historically significant," said Councilor John Cavanna, the other Council liaison.

#### **Join the Movement:**

RiseUP encourages everyone to be a part of this historic moment for Glastonbury. The community's contributions, both financial and participatory, will culminate in a mural reveal ceremony, set to be a celebratory event of our collective achievements in the realm of civil rights and the ongoing journey toward racial equity. Please email [matt.conway@theriseupgroup.org](mailto:matt.conway@theriseupgroup.org) if interested in joining the committee.

#### **How to Get Involved:**

To partake in our community survey, please visit: <https://forms.gle/CMkozunWaz62kNRp8>.



To make a tax deductible contribution to the mural fund, please visit our crowdfunding page: [www.gofundme.com/Glastonbury-mlk-mural](http://www.gofundme.com/Glastonbury-mlk-mural). Checks can be mailed to: The RiseUP Group, Inc., 942 Main Street, Hartford, CT 06103 with Memo: Glastonbury MLK Mural.

**Contact Information:**

For more information about the project:

Matt Conway, RiseUP's Executive Director, [matt.conway@theriseupgroup.org](mailto:matt.conway@theriseupgroup.org)

Jen Wang and John Cavanna, Town Council's Mural Committee Liaisons,  
[jennifer.wang@glastonbury-ct.gov](mailto:jennifer.wang@glastonbury-ct.gov) and [john.cavanna@glastonbury-ct.gov](mailto:john.cavanna@glastonbury-ct.gov)

For more information on The MLK39 Racial Equity Mural Tour: <https://www.theriseupgroup.org/mlk39>

**Previous MLK39 Murals by Micaela Levesque**



##

# Previously proposed Location: Town Hall North Facade



## Positives:

- (+) Visible from Main Street traveling Southbound, and heading toward Town Hall entrance
- (+) Good size
- (+) Prominent and meaningful location

## Negatives:

- (-) Not visible from Main Street facing Town Hall head-on, nor while traveling Northbound
- (-) At certain angles, the view is partially obscured by birch tree when leafed out. Tree likely to continue growing.



Previously proposed  
location: View from  
grass off Main St (looking  
SW)



Previously proposed location: Google Streetview image from Main St heading southbound, winter





# Newly proposed location: Town Hall Entrance/West Facade

## Positives:

- (+) Visible when entering Town Hall
- (+) Good size
- (+) Prominent and meaningful location
- (+) Additional foot and vehicular traffic from visitors to riverfront trails, Academy, skate park, and satellite recycling/food waste site
- (+) Mural would have built in 'frame'
- (+) Area is safe for pedestrians
- (+) Area is safe & accessible for people with disabilities
- (+) Area is photogenic
- (+) Mural could complement existing historic artifact & interpretive display in courtyard (The Academy Bell)

## Negatives:

- (-) Not visible from Main Street



**Town Hall entrance /  
west facade**  
View from near bench  
(looking NE)





**Town Hall entrance /  
west facade**  
View from parking lot  
(looking E)



# Content and design

The murals in the MLK39 Mural Tour are all primarily **portraits of people**, with context and landscapes as supporting elements.

**Potential people** will be selected for the mural design to prioritize the following:

- Their connection to Glastonbury
- Their role in advancing civil rights or their trailblazing status for under-represented groups
- Availability of their picture, or related objects, that can be rendered artistically

**Supporting elements** will depend in part on the selected people(s), but could include scenes from Glastonbury's landscape (orchards, hills, Connecticut River, etc.).

**The following slides present 6 people/groups of interest to the mural committee.** Additional ideas and input on the mural content and design will be gathered through the upcoming community engagement process, including the survey.

**Design approval:** Following the community engagement process, the artist will submit 3 conceptual designs for final selection/approval by the Council and Historic District Commission.



# Sarah Onepenny/Wampune

## Who was she?

- A distinguished member of the Wangunk people, a respected elder and a landowner who worked to protect her people's interest in the land and to ensure their future as residents after the arrival of the Europeans/Colonists
- Lived from 1640-1713

## Learn more about her:

- [Onepenny, Sarah, 1640 - 1713](#) (Native Northeast Portal)

*Per the  
Glastonbury  
Historical Society:  
We do not have  
her likeness, but  
we may have her  
signature*

# Prince Simbo

## Who was he?

- African-American soldier who fought in American Revolutionary War
- Lived ca. 1737-1810

## Learn more about him:

- [An Exciting New DAR Museum Acquisition](#) (Daughters of the American Revolution)
- [Powder horn carved with the name of Revolutionary War soldier Prince Simbo](#) (Smithsonian)



Hollow-cut\* of Prince Simbo, at DAR Museum

(\* similar to a silhouette, created from cut paper and fabric using a light to create a shadow of the sitter's profile)



Prince Simbo's powder horn, inscribed with "LIBERTY" and "made at Glastenbury (sic) November 17th AD 1777", at the National Museum of African American History and Culture, Washington, DC





# Soldiers of the 29th Regiment Connecticut Volunteers

## Who were they?

- Free African Americans from Glastonbury who fought in the Civil War as part of CT's first African American regiment, the 29th Regiment Connecticut Volunteers.

## Learn more about them:

- [29th Regiment Connecticut Volunteers Fought More than One War](http://ConnecticutHistory.org) (ConnecticutHistory.org)



*29th Regiment Connecticut Volunteers in Beaufort, South Carolina, from the Library of Congress, Prints and Photographs Division*



# The Smith Family

## Who were they?

- Two generations of women (mother and five daughters)
- Champions of education, abolition, and women's rights and suffrage (late 1700s-1800s)
- Inducted into Connecticut Women's Hall of Fame (1994)

## Learn more about them:

- [The Smiths of Glastonbury](#) (Connecticut Women's Hall of Fame)
- [The Smith Sisters, Their Cows, and Women's Rights in Glastonbury](#) (ConnecticutHistory.org)
- [Kimberly Mansion](#) (Connecticut Freedom Trail)



Abby and Julia Smith



The former Smith residence (at 1625 Main St.) served as a base for their anti-slavery activities. It is a National Historic Landmark and a stop on the Connecticut Freedom Trail.



# Henry Tilley

## Who was he?

- First African American firefighter in Glastonbury (born 1907)

## Learn more about him:

- TBD! We need to do some research.



# Zandra Flemister

## Who was she?

- First African American woman to serve as a U.S. Secret Service agent (1974), graduate of Glastonbury High School (1969), died in 2023.
- Her grandfather, Samuel Jenkins, founded Camp Bennett in South Glastonbury to serve the needs of urban Black youth

## Learn more about her:

- [Zandra Flemister blazed a tough trail in the Secret Service. Now she's getting credit \(NPR\)](#)
- [Zandra Flemister: A Life in Foreign Service](#) (Association for Diplomatic Studies and Training)



*Zandra Flemister is shown here escorting Prime Minister of Jamaica Michael Manley (right) during his 1977 visit to Washington, DC.*



## Next steps & timeline for discussion with Council

- Council to vote on the following to be incorporated into contract between Town of Glastonbury and RiseUP Group:
  - Precise location
  - Description of content
- **Develop design**
  - Historical research (with assistance of Historical Society of Glastonbury)
  - Community input
  - **Artist to submit 3 conceptual designs for selection/approval by Municipality's Administration (i.e., Council and Historic District Commission)**
- **Fundraising and outreach**
  - Sustainable CT Community Match Fund
  - Engagement with local service and philanthropic organizations
  - Engagement with youths/students
  - Individual outreach
  - Kingian Nonviolence Training
- **Mural production**
  - Community Paint Day
- **Mural launch / unveiling ceremony**



# Town of Glastonbury

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

ITEM #5(A)  
12-5-2023 Meeting

Jonathan K. Luiz  
Town Manager

December 1, 2023

The Glastonbury Town Council  
2155 Main Street  
Glastonbury, CT 06033

**Re: Extension of Farmland Ground Leases – 297 Matson Hill Road**

Dear Council Members:

In June of 2023, the Town Council authorized the Town Manager to execute a Farmland Ground Lease with Littel Acres Farm Market LLC as well as a Farmland Ground Lease with BHO Enterprises LLC d/b/a Belltown Hill Orchards for use of the Town-owned land located at 297 Matson Hill Road. Those leases, which are attached, are set to expire on December 31, 2023.

The motions below are offered for Town Council consideration:

*“BE IT RESOLVED, that the Glastonbury Town Council hereby refers to the Planning and Zoning Commission for a report per CGS Section 8-24, a proposed fifteen-year lease of  $\pm$ 17 acres at 297 Matson Hill Road to Littel Acres Farm Market LLC, as described in a report by the Town Manager dated December 1, 2023.”*

*“BE IT RESOLVED, that the Glastonbury Town Council hereby refers to the Planning and Zoning Commission for a report per CGS Section 8-24, a proposed fifteen-year lease of  $\pm$ 6.0 acres at 297 Matson Hill Road to BHO Enterprises LLC d/b/a Belltown Hill Orchards, as described in a report by the Town Manager dated December 1, 2023.”*

If the Town Council adopts the motions above, then I would ask the Town Attorney to draft leases for each entity. The terms of the new leases would be substantially similar to the terms in the attached leases. The compensation terms would be identical.

When the matter has concluded before the Planning and Zoning Commission, it would come back to the Town Council for the purpose of establishing a public hearing per CGS Section 7-163e. Following the public hearing, the Town Council could vote to authorize the Town Manager to sign the lease(s).

Sincerely,

Jonathan Luiz  
Glastonbury Town Manager

JL/sal  
Attachments



## FARM LAND GROUND LEASE

**THIS FARM LAND GROUND LEASE**, (hereinafter referred to as the "Lease") made and entered into on the date hereinafter set forth by and between the TOWN OF GLASTONBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter the "Lessor"), and LITTEL ACRES FARM MARKET LLC, a Connecticut Limited Liability Company having a business address of 121 Belltown Road, South Glastonbury, CT 06073 (hereinafter the "Lessee"). Lessor and Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

That for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

#### 1. Demise of Premises

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor the premises constituting the portion of 297 Matson Hill Road that is located west of the pond, including all buildings, more particularly described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises").

#### 2. Title and Condition

Lessor warrants to the Lessee that it is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease. The Lessor also covenants with the Lessee that the Lessee, upon paying the rent in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the Term described in Paragraph 4.

#### 3. Use and Occupancy of Premises

Lessee may use and occupy the Leased Premises for agricultural purposes only. More specifically:

Lessee shall maintain the Leased Premises as a pick-your-own fruit operation, between the approximate dates of June 19<sup>th</sup> and November 1<sup>st</sup>. Lessee shall have use of all structures on the Leased Premises with the sole exclusion being that the brown barn will be available starting July 1<sup>st</sup>. The existing mobile home on the Leased Premises will be used to house seasonal workers between the above dates only. Additionally, the existing greenhouses will be used to grow tomatoes for sale; as well as flowers to be used for beautification purposes on the Leased Premises only and for sale. Hours of operations shall be 8:00 am to 4 pm daily. Existing lighting will be utilized from dawn to dusk. Noise shall be kept to a minimum and in compliance with all applicable requirements. Signs shall be placed and Lessee personnel shall be used to direct foot and vehicle traffic as needed, or as requested by Lessor.

Lessee agrees that it shall permit the Lessor to enter the Leased Premises at any reasonable time for inspection for any purpose including, but not limited to, the conducting soil tests and to the making of surveys to ensure compliance with the terms hereof, erosion control requirements, environmental regulations and any grazing requirements.

#### 4. Term

The "Term" of this Lease shall begin upon the execution hereof (the "Execution Date") and shall end on December 31, 2023; unless sooner terminated pursuant to the provisions hereof.

Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.

Lessee shall vacate the Leased Premises upon the expiration or prior termination of the Term unless the Lessor and Lessee renew this Lease, execute a new lease concerning the Leased Premises or otherwise agree in writing to an extension of the Term.

Should the Lessor and Lessee mutually agree to renew this Lease, execute a new lease concerning the Leased Premises or agree in writing to an extension of the Term, an adjustment to Rent shall be made for the mutually agreed renewal period or extension. Such adjustment shall be made based on the fair market rent of the Leased Premises.

#### 5. Rent

Rent (the "Rent") for the Term shall be ONE DOLLAR (\$1.00); payable in advance or no later than the Execution Date; in cash or by check payable to Lessor's order.

At the time that the Rent is paid, Lessee shall furnish to Lessor:

- a.) A plan showing how the Lessee will control erosion with respect to the Leased Premises and conform to inland wetland regulations.
- b.) A statement indicating which pesticides, herbicides and/or fertilizers will be used and how often. This statement must be approved in writing by the Conservation Officer of the Town of Glastonbury before the Lessee may apply any such materials to the Leased Premises.

#### 6. Taxes and Utilities



Effective July 1<sup>st</sup>, the Lessee shall be responsible for any costs, charges and expenses associated with utilities serving the Leased Premises.

#### 7. Compliance with Law

Lessee shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws and regulations and restrictions.

#### 8. Liens

Unless otherwise provided herein, Lessee shall keep the leasehold estate free and clear of liens and encumbrances.

#### 9. Termination

This Lease may be terminated at any time by mutual consent of the Lessor and Lessee.

#### 10. Condemnation

If all or a part of the Leased Premises are taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise, the Lease shall terminate as of the date when title to the Leased Premises is acquired by the condemning authority.

If the Lease is so terminated pursuant to this Paragraph, Lessee shall not be entitled to any damages or compensation of any kind whatsoever which may occur as a result of said taking.

#### 11. Indemnity and Insurance

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the Leased Premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the Leased Premises, including during the period of time, if any, prior to the Term, that the Lessee may have been given access to the Leased Premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Lessor and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Lessee's Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:  
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Such certificates and the insurance policies required hereunder shall contain a provision that coverage afforded under the policies will not be cancelled, allowed to expire, or be subject to a reduction of coverage until at least thirty (30) days prior written notice has been given to the Lessor. Such certificates shall also state that Lessor shall be given thirty (30 days' notice of cancellation of any coverage(s) hereinabove.



12. **Sub-letting: Successors and Assigns**

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer his rights pursuant to this Lease, without the written consent of Lessor.

13. **Conditions of Default**

- a. Any of the following occurrences or acts shall constitute an Event of Default:
  - 1) Failure to make any rental payment when due.
  - 2) Failure to keep and perform any of Lessee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Lessor to Lessee specifying the nature of the default and demanding cure.
- b. Upon the occurrence of an Event of Default, and during the continuation thereof, Lessor may, at its option, either;
  - 1) Proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof;  
or
  - 2) Give Lessee written notice of Lessor's intention to terminate this Lease on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the Lease shall terminate and all rights of Lessee shall expire, unless before such date all arrearages shall have been fully paid and all other defaults shall have been fully cured. Lessee agrees to vacate the Leased Premises within said fifteen (15) day period.
- c. In the event of the termination as set forth above, Lessor may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems advisable. No termination of this Lease and no re-entry by Lessor shall prevent Lessor from recovering damages for Lessee's breach. No re-entry by Lessor shall be considered a termination of the Lease unless written notice of such intention shall have been given to Lessee.

14. **Fences, Crops and Trees**

The Lessee agrees that he shall construct and maintain any necessary fences and maintain any existing fences within or adjacent to the Leased Premises.

All crops produced by Lessee on the Leased Premises shall be the property of the Lessee.

The Lessee agrees not to cut or remove any existing trees on the Leased Premises without the written consent of the Lessor.

15. **Notice and Demands**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent postage prepaid, by certified mail to:

**Lessor:**

Town of Glastonbury  
2155 Main Street  
Glastonbury, CT 06033  
Attn: Town Manager

**Lessee:**

Littel Acres Farm Market LLC  
121 Belltown Road  
South Glastonbury, CT 06073  
Attn: Michael Drashi

Or at such address as the parties hereto shall designate in writing in manner above provided.

16. **Surrender**

Lessee agrees to surrender possession of the Leased Premises to Lessor at the termination of this Lease.

17. **Miscellaneous**

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope of interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties.



IN WITNESS WHEREOF, the Parties have executed this Lease this 26th day of June, 2023.

Signed, sealed and delivered in the presence of:

WITNESS:

Susana Laug  
Susan A. Lauzier

Shannon P. Ozat  
Shannon P. Ozat

WITNESS:

Susana Laug  
Susan A. Lauzier

Shannon P. Ozat  
Shannon P. Ozat

LESSOR:  
TOWN OF GLASTONBURY

By: Jonathan Luiz  
Jonathan Luiz  
Town Manager

LESSEE:

By: Michael Draghi  
Michael Draghi  
Littel Acres Farm Market LLC





## FARM LAND GROUND LEASE

**THIS FARM LAND GROUND LEASE**, (hereinafter referred to as the "Lease") made and entered into on the date hereinafter set forth by and between the TOWN OF GLASTONBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter the "Lessor"), and BHO ENTERPRISES LLC, a Connecticut Limited Liability Company having a business address of 475 Matson Hill Road, South Glastonbury, CT 06073 (hereinafter the "Lessee"). Lessor and Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

That for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

#### 1. Demise of Premises

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor the premises constituting a portion of 297 Matson Hill Road consisting of approximately six acres and more particularly described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises").

#### 2. Title and Condition

Lessor warrants to the Lessee that it is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease. The Lessor also covenants with the Lessee that the Lessee, upon paying the rent in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the Term described in Paragraph 4.

#### 3. Use and Occupancy of Premises

Lessee may use and occupy the Leased Premises for agricultural purposes only. More specifically:

Lessee shall maintain the Leased Premises for the purposes of growing crops, berries, vegetables, other fruits and Christmas trees, with additional access to irrigation water in the pond. Hours of operations shall be those customary for such businesses; provided however that Lessee shall not start operations prior to sunrise nor continue operations past sunset daily. Existing lighting will be utilized from dawn to dusk. Noise shall be kept to a minimum and in compliance with all applicable requirements. Signs shall be placed and Lessee personnel shall be used to direct foot and vehicle traffic as needed, or as requested by Lessor.

Lessee agrees that it shall permit the Lessor to enter the Leased Premises at any reasonable time for inspection for any purpose including, but not limited to, the conducting soil tests and to the

making of surveys to ensure compliance with the terms hereof, erosion control requirements, environmental regulations and any grazing requirements.

#### 4. **Term**

The "Term" of this Lease shall begin upon the execution hereof (the "Execution Date") and shall end on December 31, 2023; unless sooner terminated pursuant to the provisions hereof.

Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.

Lessee shall vacate the Leased Premises upon the expiration or prior termination of the Term unless the Lessor and Lessee renew this Lease, execute a new lease concerning the Leased Premises or otherwise agree in writing to an extension of the Term.

Should the Lessor and Lessee mutually agree to renew this Lease, execute a new lease concerning the Leased Premises or agree in writing to an extension of the Term, an adjustment to Rent shall be made for the mutually agreed renewal period or extension. Such adjustment shall be made based on the fair market rent of the Leased Premises.

#### 5. **Rent**

Rent (the "Rent") for the Term shall be ONE DOLLAR (\$1.00); payable in advance or no later than the Execution Date; in cash or by check payable to Lessor's order.

At the time that the Rent is paid, Lessee shall furnish to Lessor:

- a.) A plan showing how the Lessee will control erosion with respect to the Leased Premises and conform to inland wetland regulations.
- b.) A statement indicating which pesticides, herbicides and/or fertilizers will be used and how often. This statement must be approved in writing by the Conservation Officer of the Town of Glastonbury before the Lessee may apply any such materials to the Leased Premises.

#### 6. **Taxes and Utilities**

Lessee shall be responsible for any costs, charges and expenses associated with utilities serving the Leased Premises.

#### 7. **Compliance with Law**



Lessee shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws and regulations and restrictions.

#### 8. Liens

Unless otherwise provided herein, Lessee shall keep the leasehold estate free and clear of liens and encumbrances.

#### 9. Termination

This Lease may be terminated at any time by mutual consent of the Lessor and Lessee.

#### 10. Condemnation

If all or a part of the Leased Premises are taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise, the Lease shall terminate as of the date when title to the Leased Premises is acquired by the condemning authority.

If the Lease is so terminated pursuant to this Paragraph, Lessee shall not be entitled to any damages or compensation of any kind whatsoever which may occur as a result of said taking.

#### 11. Indemnity and Insurance

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the Leased Premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the Leased Premises, including during the period of time, if any, prior to the Term, that the Lessee may have been given access to the Leased Premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Lessor and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Lessee's Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:  
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Such certificates and the insurance policies required hereunder shall contain a provision that coverage afforded under the policies will not be cancelled, allowed to expire, or be subject to a reduction of coverage until at least thirty (30) days prior written notice has been given to the Lessor. Such certificates shall also state that Lessor shall be given thirty (30 days' notice of cancellation of any coverage(s) hereinabove.

12. **Sub-letting: Successors and Assigns**

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer his rights pursuant to this Lease, without the written consent of Lessor.



13. **Conditions of Default**

- a. Any of the following occurrences or acts shall constitute an Event of Default:
- 1) Failure to make any rental payment when due.
  - 2) Failure to keep and perform any of Lessee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Lessor to Lessee specifying the nature of the default and demanding cure.
- b. Upon the occurrence of an Event of Default, and during the continuation thereof, Lessor may, at its option, either;
- 1) Proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof;  
or
  - 2) Give Lessee written notice of Lessor's intention to terminate this Lease on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the Lease shall terminate and all rights of Lessee shall expire, unless before such date all arrearages shall have been fully paid and all other defaults shall have been fully cured. Lessee agrees to vacate the Leased Premises within said fifteen (15) day period.
- c. In the event of the termination as set forth above, Lessor may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems advisable. No termination of this Lease and no re-entry by Lessor shall prevent Lessor from recovering damages for Lessee's breach. No re-entry by Lessor shall be considered a termination of the Lease unless written notice of such intention shall have been given to Lessee.

14. **Fences, Crops and Trees**

The Lessee agrees that he shall construct and maintain any necessary fences and maintain any existing fences within or adjacent to the Leased Premises.

All crops produced by Lessee on the Leased Premises shall be the property of the Lessee.

The Lessee agrees not to cut or remove any existing trees on the Leased Premises without the written consent of the Lessor.

15. **Notice and Demands**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent postage prepaid, by certified mail to:

**Lessor:**

Town of Glastonbury  
2155 Main Street  
Glastonbury, CT 06033  
Attn: Town Manager

**Lessee:**

BHO ENTERPRISES LLC  
475 Matson Hill Road  
South Glastonbury, CT 06073  
Attn: Donald Preli

Or at such address as the parties hereto shall designate in writing in manner above provided.

16. **Surrender**

Lessee agrees to surrender possession of the Leased Premises to Lessor at the termination of this Lease.

17. **Miscellaneous**

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope of interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties.



IN WITNESS WHEREOF, the Parties have executed this Lease this 26<sup>th</sup> day of June, 2023.

Signed, sealed and delivered in the presence of:

WITNESS:

Susan A. Lauzier  
Susan A. Lauzier

Rajwant Saeed  
Rajwant Saeed

WITNESS:

Susan A. Lauzier  
Susan A. Lauzier

Rajwant Saeed  
Rajwant Saeed

LESSOR:  
TOWN OF GLASTONBURY

By: Jonathan Luiz  
Jonathan Luiz  
Town Manager

LESSEE:

By: Donald Preli  
Donald Preli  
BHO ENTERPRISES LLC

Schedule A

**"LEASE AREA TO BHO ENTERPRISES LLC"**  
**6.00± ACRES**

A certain tract or parcel of land located easterly of Matson Hill Road in the Town of Glastonbury, County of Hartford, and State of Connecticut, also being and shown as **LEASE AREA** on a map entitled **"LEASING PLAN DEPICTING LAND OF THE TOWN OF GLASTONBURY 297 MATSON HILL ROAD, GLASTONBURY, CONNECTICUT, LEASE AREA TO BE ACQUIRED BY BHO ENTERPRISES LLC, SHEET 1 OF 1, DATE: 06/2023, SCALE: 1"=100 FT., DAVID A. SIMLER, L.S."** to be filed in the Glastonbury Town Clerk's Office and being more particularly bounded and described as follows:

Beginning at a point located at the centerline of a stonewall, said point being the southwesterly corner of land of BHO Enterprises LLC., and being the southeasterly corner of the herein described parcel of leased land;

Thence; proceeding S 80°-54'-01" W along the centerline of stonewall and land of GCE LLC., for a distance of 46.19 feet to a point;

Thence; proceeding S 78°-54'-41" W along the centerline of stonewall and land of GCE LLC., for a distance of 115.79 feet to a point;

Thence; proceeding S 81°-20'-11" W along the centerline of stonewall and land of GCE LLC., for a distance of 80.63 feet to a point;

Thence; proceeding N 14°-44'-44" W along land of the Town of Glastonbury, for a distance of 901.28 feet to a point;

Thence; proceeding N 79°-18'-34" E along remains of stonewall and land of James D. Wheeler, for a distance of 75.27 feet to an iron pipe;

Thence; proceeding N 10°-41'-26" W along land of James D. Wheeler, for a distance of 273.26 feet to a point;

Thence; proceeding N 79°-18'-34" E along land of the Town of Glastonbury, for a distance of 147.66 feet to a point;

Thence; proceeding S 14°-44'-44" E along other land of BHO Enterprises LLC., for a distance of 1,178.57 feet to a point; said point is the point of beginning.

The herein described Lease area of land contains 6.00 acres, more or less.







# Town of Glastonbury

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

ITEM #7  
12-05-2023 Meeting

Jonathan K. Luiz  
Town Manager

December 1, 2023

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. Newsletter**

Attached is the Special Holiday Edition of the Glastonbury At A Glance newsletter, which covers the months of December and January.

**2. Brownfield Grant Application**

In September, the Community Development Office submitted a Brownfield Assessment Form to Capitol Region Council of Governments (CRCOG) to evaluate 25 Mill Street's eligibility for environmental assessment funding. CRCOG forwarded the application to EPA November 14, and awards should be announced in January 2024. The grant award maximum is \$1.5M. If awarded, CRCOG would be the grantee and manage the project. The Town has submitted the grant application on the property owner's behalf in order to facilitate environmental clean-up of the brownfield site near Salmon Brook so that it may be developed to a higher and better use, such as affordable housing or a community facility.

**3. Additional Opioid Settlement Money**

The Town has been notified that it may receive some money from a settlement that was reached in a class-action lawsuit against entities that allegedly played a central role in the opioid crisis by advising opioid manufacturers and other industry participants how to sell as many prescription opioids as possible. Those entities have denied their involvement. No action is needed on the Town's part to receive any share of the settlement money that it is entitled to. To date, Glastonbury has received settlement monies from other opioid settlements. Those monies, which have been retained in a special account, have been dedicated to hiring a part-time substance abuse clinician that will be a part of the Youth Services Department. The recruitment for that position has begun.

**4. Toy Drive**

This year the Police Department and Transfer Station are partnering up to expand the annual toy drive. A donation bin will be available at the Transfer Station through December. All donations of unwrapped toys go to Glastonbury Families and Charities.

**5. Glastonbury EMS (GEMS) Weekly Updates**

Attached are the latest weekly GEMS reports, which cover calls received and current staffing levels.



**6. Community Connectivity Grant Application**

My July 25th Town Manager's Report informed the Town Council that The Town applied to the State for a Community Connectivity Grant in the amount of \$796,700. The State of Connecticut recently informed the Town that Glastonbury's project was not selected for funding. The funds would have been used to construct 2,500 linear feet of concrete sidewalk along portions of Manchester Road (Route 83) and Hebron Avenue (Route 94) near the intersection of the roads. I have reached out to the DOT for feedback on our grant application. Town staff and I will be on the lookout for new grant opportunities.

**7. Capital Improvement Program Project Status Report**

A Status Report on Capital Projects will be provided at the next Council meeting as it is still being finalized.

**8. Animals in Need of Adoption**

There are three dogs waiting to be adopted at the Town Animal Shelter. Information about each dog is available on the Town's website at <https://www.glastonburyct.gov/Home/Components/News/News/8062/25>

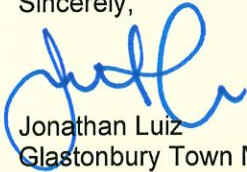
**9. Closed Captioning & Audio**

The Town's IT Department has been working to improve audio quality of live and recorded meetings including those of the Town Council, Board of Education and Board of Finance. It is also working to expand closed captioning for all recorded meetings.

**10. Sale of Town-Owned 232 Eastern Boulevard**

CCC Construction, LLC has exercised its right to withdraw from and terminate the Purchase and Sale Agreement for 232 Eastern Boulevard. Per the Agreement, the deposit is to be returned to the company. CCC Construction has expressed that it has continued interest in the property. It appears to me that the company would like more time to be able to secure the necessary permits from both the State and Town.

Sincerely,



Jonathan Luiz  
Glastonbury Town Manager

JL/sal  
Attachments



# GLASTONBURY AT A GLANCE

DECEMBER 2023 & JANUARY 2024

## Special Holiday Edition!

This special holiday edition of Glastonbury at a Glance features events, programs, and announcements for the holiday season; December 2023 through January 2024. Our monthly newsletter will resume in February 2024. We hope you like it!

### Upcoming Events

The list below is a SAMPLING of upcoming events. Please review the following resources for a full list of programming and associated fees/details: Events Calendar: [www.glastonburyct.gov/events](http://www.glastonburyct.gov/events); Parks & Recreation brochure; Sharing Tree (Senior) Newsletter - [www.glastonburyct.gov/sharingtree](http://www.glastonburyct.gov/sharingtree); and WTML website at [www.wtmlib.info](http://www.wtmlib.info).

- 12/1 and 12/2: Trees of Giving Event to benefit Glastonbury Gives - Hosted @ Glen Lochen
- 12/3: [Santa's 3.5 Mile Run](#)
- 12/5: [Jingle and Mingle Holiday Luncheon](#) 11:45 AM @ the RCC
- 12/6: Climb Aboard the Polar Express @ WTML [4:15 Departure](#) & [6:30 Departure](#)
- 12/12: [Parks and Recreation/Senior Services Program Registration Begins Online](#)
- 12/12: [Holiday Classics with Downtown 6 Band at the Aqua Turf](#) Depart RCC @ 10:00 AM
- 12/12: [Virtual Author Talk with Stephanie Land, author of Maid: Hard Work, Low Pay, and Mother's Will to Survive](#) @ WTML
- 12/15: [Ella Waters Event Series: CT Yuletide Carolers in Concert](#) @ WTML
- 12/15: [Family Paint Night: Design a Dazzling Nutcracker](#) 5:30 PM
- 12/16: Big Sing 12:00 PM @ the RCC
- 12/19: [Magic of Lights!](#) Depart RCC @ 4:45 PM
- 1/11: [Teen Program: Find Out Your Personality Type!](#) @ WTML

### Local Crafter Pop-Up Shops at the RCC

This Winter, the Town is launching a new "Pop-Up Shop" program at the RCC! This unique opportunity will allow local vendors to showcase their small craft businesses during the monthly Special Luncheons, between the hours of 10:00 a.m.-2:00 p.m. Glastonbury artisans and crafters are invited to apply for a space at one of the monthly events, and the Town will select one vendor for each Pop-Up Shop. The Town may use its discretion in selecting vendors for the shops. For more information, please contact Ronda Guberman, Senior Center Supervisor, at [ronda.guberman@glastonbury-ct.gov](mailto:ronda.guberman@glastonbury-ct.gov).

### HOLIDAY CLOSURES

Town facilities will be CLOSED on  
12/25 - Christmas Day  
1/1 - New Year's  
1/15 - Martin Luther King Jr. Day

This includes Town Hall/Academy, the RCC, WTML, Youth & Family Services, the Transfer Station, and the Bulky Waste Facility.

### Spring Musical Auditions Open Soon!

In early January 2024, the Creative Experiences division of Glastonbury Y&FS will announce audition details for their touring spring musical.

The spring production is open to Glastonbury residents currently in grades 9-12. For more information, please contact Jason Stankowski at: [jason.stankowski@glastonbury-ct.gov](mailto:jason.stankowski@glastonbury-ct.gov) or (860) 652-7675.

### Santa's Run - 12/3/23

Join us for a 3.5 mile run around the Buttonball neighborhood! The entry fee is \$15 through December 1st at noon. Registration on the day of race is \$25.

Come dressed in your wildest holiday costume and enjoy the holiday spirit – and earn a chance at winning some great costume division prizes too! We'll also be holding a raffle on race day for another chance to win some great prizes. Visit [www.glastonbury-ct.gov/santasrun](http://www.glastonbury-ct.gov/santasrun) for more information and to register.



## Tax Reminder

The second installment of Real Estate and Personal Property taxes on the Grand List of October 1, 2022 are due January 1, 2024 and payable by February 1, 2024.

The Supplemental Motor Vehicle tax is due January 1, 2024 and payable by February 1, 2024. Delinquent motor vehicle taxes shall be paid in Cash, Money Order or Cashier's Check if a release is needed for the Department of Motor Vehicles. There will be a \$3.00 fee charged for each delinquent Motor Vehicle account.

Unpaid taxes will be considered delinquent as of February 2, 2024. On that date, interest will be charged from the original due date of January 1, 2024. Interest is charged at a rate of 1 ½% per month back to the due date of January 1, 2024 in accordance with the provisions of C.G.S. Sec. 12-146. A minimum of \$2.00 interest will be charged for each delinquent tax bill and installment.

United States Postal Service (USPS) postmarks are honored. Payments must bear a USPS postmark dated February 1, 2024 or before to be considered on-time.

Checks which have been returned by the bank shall be subject to a fifteen (\$15.00) handling fee.

Taxpayers who have NOT received a bill should visit the Town website at [www.glastonburyct.gov/taxpmt](http://www.glastonburyct.gov/taxpmt) or contact the Revenue Collector's Office at (860) 652-7612. Failure to receive a bill does not invalidate the charge and respective penalties should the account become delinquent.

Questions can be directed to the Revenue Collector's office at (860) 652-7612.

## GCAP Coalition of the Year Award

Glastonbury Community Action Partnership (GCAP) was recently selected to receive the 2023 Coalition of the Year Award from the CT Association for Prevention Professionals. This award recognizes organizations that have demonstrated significant contributions to prevention in Connecticut through its strategies and outcomes.

Since 1988, GCAP has been working to help educate the public on mental health and substance use prevention. GCAP is comprised of parents, youth, school personnel, faith communities with support from Glastonbury's Youth and Family Services, Parks & Recreation Department, Health Department, and Police Department, along with various other community members. For more information, visit [www.gcappreventioncouncil.org](http://www.gcappreventioncouncil.org).

## Featured Artist at WTML - Eric Urquhart

"Buoyancy: The Fantastical Floating Islands of Eric Urquhart" will feature drawings and paintings that reflect a joy in the creation of new worlds and an invitation to step inside his images. His works have been displayed at fine art shows and galleries in the US and internationally. Urquhart's art will be on display at WTML from January 10 – early April, 2024.

Urquhart is a full-time artist with Dreamworks, and he has been a painter and artist for feature films, television, commercials, and games since 2005. With years of experience working with studios such as Disney, Blue Sky Studios, Warner Bros. Animation, and Netflix, it is likely you have already seen some of works. [Click here to read more about WTML Featured Artists.](#)

## Test your Home for Radon

The winter months are the perfect time to test your home for radon. Radon is a colorless, odorless gas that can build up to dangerous levels inside any home. Breathing radon can increase your risk of lung cancer. Radon levels vary between neighborhoods and even from home to home. Only a radon test can determine the risk in your home.

Residents who have not participated in the Health Department's radon test kit program in the past can email [health@glastonburyct.gov](mailto:health@glastonburyct.gov) after January 1st to inquire about a no cost test kit.

## Post Holiday Tree Disposal - FREE!

Residents in any type of vehicle will be allowed one free tree disposal/vehicle of their Christmas Tree at the Bulky Waste facility on Tryon Street from 12/26/23-1/31/24. While trees may also be disposed of at the Transfer Station during this time, residents are strongly encouraged to use the Bulky Waste Facility as this is the final disposal area for all trees and will therefore reduce town transportation costs (tax dollars). Waste disposal permits are NOT needed but proof of residency is required. Please contact Refuse Disposal at (860)652-7772 with any questions.

Bulky Waste Facility:  
Monday-Saturday; 7:00 AM - 3:00 PM  
Transfer Station:  
Tuesday-Saturday; 7:00 AM - 3:00 PM



# Glastonbury EMS Weekly Update

November 12-18



**Position**

**Chief** Chris Ferrall - Interim  
**Training Coordinator** Carrie Yarina-Rich  
**Duty Shift Supervisor** Multiple  
**Quality Assurance** John Pelow II  
**Office Manager** Melissa Kutka  
**President** Chris Ferrall  
**Treasurer** Heidi Heim  
**Secretary** Carrie Yarina-Rich

Position duties are currently being re-evaluated.  
 Position duties are currently being re-evaluated.  
 Position duties are currently being re-evaluated.

**EMS Calls for the week of October 29-November 4**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Calls	5	11	12	10	13	7	6

**Schedule for week of November 5-11**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Full time employees	7						
Part time employees	15						
In training employees	2						
Volunteers - Active	5						
Volunteers - On leave	3						
Volunteers - Training	2						
6am-6pm	Covered	Covered	Covered	Covered	Covered	Covered	Covered
7am-7pm	Covered	Covered	OPEN	Covered	Covered	Partial	Covered
6pm-6am	Covered	Covered	Covered	Covered	Covered	Covered	Covered
Special Event	None	None	None	None	None	None	None
EMS Calls	12	12	19	19	17	13*	

\*as of 1800

**Schedule for week of November 12-18**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am-6pm	Covered	Covered	Covered	Covered	Covered	Covered	Covered
7am-7pm	Covered	Covered	OPEN	OPEN	Covered	Covered	Covered
6pm-6am	Covered	Covered	Covered	Covered	Covered	Covered	Covered
Special Event	None	None	None	None	None	None	None

No events or meetings occurred this week  
 This week I began the process of completing employee reviews.

Submitted by  
 Chris Ferrall  
[chris.ferrall@gvaa.org](mailto:chris.ferrall@gvaa.org)



# Glastonbury EMS Weekly Update

November 12-18



**Position**

Chief Chris Ferrall - Interim  
 Training Coordinator Carrie Yarina-Rich  
 Duty Shift Supervisor Multiple  
 Quality Assurance John Pelow II  
 Office Manager Melissa Kutka  
 President Chris Ferrall  
 Treasurer Heidi Heim  
 Secretary Carrie Yarina-Rich

Position duties are currently being re-evaluated.  
 Position duties are currently being re-evaluated.  
 Position duties are currently being re-evaluated.

**EMS Calls for week of November 5-11**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Calls	12	12	19	19	17	14	8

**Schedule for week of November 12-18**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am-6pm	Covered	Covered	Covered	Covered	Covered	Covered	Covered
7am-7pm	Covered	Covered	OPEN	Partial	Covered	Covered	Covered
6pm-6am	Covered	Covered	Covered	Covered	Covered	Covered	Covered
Special Event	None	None	None	None	None	None	None
EMS Calls	6	14	11	10	13	8*	

\*as of 2200

**Schedule for week of November 19-25**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am-6pm	Covered	Covered	Covered	Covered	Covered	Covered	Covered
7am-7pm	OPEN	OPEN	OPEN	Covered	OPEN	Covered	Covered
6pm-6am	Covered	Covered	Covered	Covered	Covered	Covered	Covered
Special Event	None	None	None	None	None	None	None

No events or meetings occurred this week

Submitted by  
 Chris Ferrall  
[chris.ferrall@gvaa.org](mailto:chris.ferrall@gvaa.org)

# Glastonbury EMS Weekly Update

November 19-25



**Position**

Chief Chris Ferrall - Interim  
 Training Coordinator Carrie Yarina-Rich  
 Duty Shift Supervisor Multiple  
 Quality Assurance John Pelow II  
 Office Manager Melissa Kutka  
 President Chris Ferrall  
 Treasurer Heidi Heim  
 Secretary Carrie Yarina-Rich

Position duties are currently being re-evaluated.  
 Position duties are currently being re-evaluated.  
 Position duties are currently being re-evaluated.

**EMS Calls for week of November 12-18**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Calls	6	14	11	10	13	13	12

**Schedule for week of November 19-25**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am-6pm	Covered	Covered	Covered	Covered	Covered	Covered	Covered
7am-7pm	Open	Partial	OPEN	Covered	Open	Covered	Covered
6pm-6am	Covered	Covered	Covered	Covered	Covered	Covered	Covered
Special Event	None	None	None	None	None	None	None
EMS Calls	13	12	15	12	13	13*	12

\*as of 2100

**Schedule for week of November 26-December 2**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am-6pm	Covered	Covered	Covered	Covered	Covered	Covered	Covered
7am-7pm	OPEN	OPEN	OPEN	OPEN	Covered	Covered	Covered
6pm-6am	Covered	Covered	Covered	Covered	Covered	Covered	Covered
Special Event	None	None	None	None	None	None	None

No events or meetings occurred this week

Submitted by  
 Chris Ferrall  
[chris.ferrall@gvaa.org](mailto:chris.ferrall@gvaa.org)



**MEMORANDUM**

To: Town Council Members

From: Rules of Procedure Subcommittee  
Jake McChesney  
John Cavanna

Date: December 5, 2023

**Re: Report and Recommendation**

The Rules of Procedure Subcommittee met on Monday, November 27, 2023 to review potential amendments to the Council Rules of Procedure for the 2023-2025 Council.

Councilors Cavanna and McChesney reached consensus that the Rules should be amended to clarify that a recess of a Town Council meeting be allowed in one of the following two ways. First, that a recess be allowed via motion and vote per Robert's Rules of Order. Second, that a recess be allowed when there is unanimous consent to the Council Chair's informal (non-motion) request for a recess. A proposed amendment is outlined on page 3 of the attached Draft Rules of Procedure Proposed Edits.

In addition, Councilor Cavanna expressed his desire for an individual Council Member to have the right to request that the Council Chair grant a member of the public an additional minute to speak during the public comment session of a Town Council meeting. Councilor McChesney did not concur.

This matter is scheduled for a report and recommendation on Tuesday evening. The following motion is offered for Town Council consideration:

*"BE IT RESOLVED, that the Glastonbury Town Council hereby amends the Council Rules of Procedure for the 2023-2025 Council as recommended by the Rules of Procedure Subcommittee in a report dated December 5, 2023, and adopts the amended Rules of Procedure effective December 5, 2023."*

JL/sal  
Attachment

**RULES OF PROCEDURE  
GLASTONBURY TOWN COUNCIL  
2023-2025 2021—2023**

**INTRODUCTION:**

It is the intention of the Council of the Town of Glastonbury to conduct the Town's business in an efficient and organized manner for the convenience of the citizens of the Town. In order to accomplish this, Rules of Procedure are required to supplement the requirements of Chapter 3 of the Connecticut General Statutes and Chapter 3 of the Glastonbury Town Charter. In addition, Robert's Rules of Order, Newly Revised September 2011, shall be used to govern parliamentary procedure to the extent not set forth below.

Council meetings will be conducted in a businesslike, respectful manner in accordance with these Rules of Procedure. Profanity, loud, disrespectful, threatening or disruptive behavior by meeting attendees is not permitted and the Chairman may terminate the individual(s) privilege to address the Council and may have the individual(s) removed from the meeting venue.

**1. REGULAR MEETINGS:**

Generally, the Council meets in regular session on the second and fourth Tuesdays of each month at 7:00 p.m. in the Glastonbury Town Hall, or at such other time or place as the Council may designate by majority vote of the members present at a regular meeting. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day.

**2. SPECIAL MEETINGS:**

Special meetings may be called by the Chairman, by majority vote of the members present at any regular or special meeting of the Council, or upon written request of three (3) members of the Council to the Town Manager. The Town Manager shall give notice of such meeting stating the means by which the meeting was called and the purpose, time and location of the meeting. The Town Manager shall cause such notice to be given to each member of the Council and the Town Clerk, at least two (2) days before such meeting either (i) at a regular or special meeting of the Council, (ii) by serving such notice personally upon them, or (iii) by leaving such notice at their respective places of residence; provided however, a Council Member may, in accordance with CGS Section 1-225(d), dispense with delivery of notice at his or her place of residence by providing the Clerk of the Council with a waiver of such requirement, which waiver may also authorize delivery of such notice by electronic means.

**3. EMERGENCY MEETINGS:**

Notwithstanding other provisions of these rules, emergency meetings may be called by the Chairman or on written request by three (3) members of the Council to conduct business in accordance with Section 311 of the Charter of the Town of Glastonbury. Notice of such meeting, stating the time, place and purpose, shall be given to each member of the Council and the Town Clerk at least twenty-four (24) hours before such meeting, either (i) at a regular or special meeting of the Council, (ii) by serving such notice personally upon them, or (iii) by leaving such notice at their respective places of residence; provided however, a Council Member may, in accordance with CGS Section 1-225(d), dispense with delivery of notice at his or her place of residence by providing the Clerk of the Council with a waiver of such requirement, which waiver may also authorize delivery of such notice by electronic means.



Additionally, the twenty-four (24) hour requirement may be waived provided at least five (5) members of the Council agree that it be waived and provided all members of the Council have been given such notice by one of three means given above, and provided a copy of the minutes of the meeting stating the nature of the emergency and the proceedings occurring at such meeting are filed with the Town Clerk within two (2) hours of the opening of the next business day. Only those matters contained in the notice may be considered at the emergency meeting.

**4. PUBLIC COMMENT SESSION:**

At the opening of each Council meeting, an opportunity shall be provided for the public to be heard. Each person shall sign his or her name and address on a sheet, and restrict his/her comments to three (3) minutes, and may not speak more than once at any Council session. When commenting, speakers shall give their name and address. The Chairman will recognize persons and shall give priority to those persons desiring to speak on items on the agenda for the meeting, except those items duly scheduled as a public hearing. No debate or dialogue between members of the public and the Councilors will be permitted. However, during the time set aside for Council business, a Councilor may ask questions of citizens concerning particular business items. Questions, responses and follow-up to the Public Comment Session can be presented and discussed as part of the 'Special Reports' portion of the agenda.

The time set aside for citizen comments shall be up to one-half (1/2) hour immediately following the roll call at regular meetings. The Public Comment Session may be extended at the discretion of the Chairman.

**5. ORDER OF BUSINESS:**

The business of all regular meetings of the Council shall be transacted in the following order, unless the Council, by at least five (5) affirmative votes, changes the order:

- (1) Roll Call and Pledge of Allegiance
- (2) Public Comment Session
- (3) Special Reports
- (4) Old Business
- (5) New Business
- (6) Consent Calendar
- (7) Town Manager's Report
- (8) Committee Reports
- (9) Communications
- (10) Minutes
- (11) Appointments and Resignations
- (12) Executive Session

The business of all special and emergency meetings of the Council shall be transacted in the following order, unless the Council, by at least five (5) affirmative votes, changes the order:

- (1) Roll Call.
- (2) Public Communications and Petitions pertaining to the Call.
- (3) Special Business as contained in the Call.

Meetings shall not extend past 11:00 p.m. unless approved by five (5) affirmative votes.

**6. AGENDA:**

- (a) All reports, communications or other matters to be submitted to the Council shall be delivered to the Town Manager at least seven (7) days prior to each regular meeting. When action of the Council is desired, a specific resolution or ordinance, or recommendation for the type of action, should be included with the material submitted. No action shall be taken under Committee Reports or Appointments and Resignations unless a specific subject matter is indicated on the agenda.

- (b) The Town Manager shall form an agenda by listing such matters according to the order of business above and shall generally meet with Council Leadership the week prior to each regular meeting to review proposed agenda topics. The Town Manager shall furnish each member of the Council a copy of the agenda and the supporting material at least four (4) days prior to the Council meeting, if reasonably possible. Simultaneously, a copy of the agenda shall be furnished to the Town Clerk's Office. In addition, the Town Manager shall arrange for display of one or more copies of the agenda for use of the general public at the time of the meetings of the Council in an appropriate manner.
- (c) Matters may be added to the agenda for a regular meeting upon the affirmative vote of two-thirds of the members present and voting but not fewer than five (5) affirmative votes.
- (d) Action may only be taken at a regular meeting concerning matters that are on the agenda for that regular meeting as a result of either (a) or (c) above. The absence of a resolution or ordinance or recommendation for type of action in the agenda or supporting material shall not be cause for prohibiting action that is otherwise proper.

**7. PRIVILEGE OF THE FLOOR:**

Except when a member of the Council has, or desires, the floor, the Town Manager shall have the privilege of the floor for the purpose of giving information to the Council. The Town Attorney shall also have the privileges of the floor for the purpose of advising the Council on legal matters. The general public shall also have the floor at the discretion of the Chairman.

**8. MOTIONS:**

- (a) In the event the Chairman desires to make a motion, he/she shall relinquish the Chair to the Vice Chairman who then shall preside during any discussion and vote on such motion or motion as amended, following which the Chairman shall reassume the Chair.
- (b) When a member of the Council wishes to move a question, five (5) affirmative votes are required.
- (c) If a member of the Council wishes to abstain from voting, the member shall so state, along with the reason, before the vote is called for, and the member's vote shall be recorded as an abstention.
- (d) A meeting of the Council, Regular, Special or Emergency, may adjourn on order of the Chairman or on motion of a member of the Council, seconded and carried by a majority of the members of the Council present.
- (e) A recess of a Town Council meeting may be allowed in either of the following ways: 1) A recess may be allowed via motion and vote per Robert's Rules of Order; or 2) A recess may be allowed when there is unanimous consent to the Council Chair's informal (non-motion) request for a recess.

**9. CONSENT CALENDAR:**

- (a) When the Town Manager determines that any item of business requires action by the Council, but is of a routine and non-controversial nature, the Town Manager may cause such item to be presented at a regular meeting of the Council as part of a Consent Calendar.
- (b) The Consent Calendar shall be introduced by a motion "To approve the Consent Calendar", and shall be considered by the Council as a single item and voted accordingly.
- (c) There shall be no debate or discussion by any member of the Council regarding any item on the Consent Calendar.



- (d) All items on the Consent Calendar which require public hearings shall be open for hearing simultaneously, and the Chairman shall announce, or direct the Clerk of the Council to announce, the titles of all such items.
- (e) On objection by any member of the Council to inclusion of any item on the Consent Calendar, that item shall be removed from the Consent Calendar. Such objection may be recorded at any time prior to the taking of a vote on the motion to approve the Consent Calendar. All such items shall be considered individually in an order determined by the Chairman.
- (f) Approval of the motion to approve the Consent Calendar shall be fully equivalent to approval, adoption or enactment of each motion, resolution, ordinance or other item of business thereon, exactly as if each had been acted upon individually.
- (g) The Consent Calendar may include appointments and resignations.

**10. CONDUCT OF PUBLIC HEARINGS:**

**A. General Provisions:**

Public Hearings of the Glastonbury Town Council shall be called to order at the appointed hour by the Chairman of the Council, who shall preside at such hearings.

When a public hearing on more than one subject is scheduled for the same time and place, the subjects shall be heard by the Council in the order in which they are listed in the notice of the hearing. Any change in such order can be made with the unanimous consent of the members of the Council present at the hearing.

**B. Specific Provisions:**

(a) Identification

Persons desiring to speak must give their name, address and the name of the organization they represent, if any, to the Clerk of the Council, either prior to the commencement of the hearing or immediately upon being recognized by the Chairman.

(b) Time Allotted to Hearings

The sponsors of the hearing subject shall confine their remarks to twenty (20) minutes and others speaking on the subject to five (5) minutes each unless an extension is granted by the Chairman. The Chairman may limit the public hearing to two (2) hours and limit all public hearings scheduled for the same date to three (3) hours. In the event that a public hearing is recessed before conclusion, it shall be recessed to a subsequent time and date set by the Council upon declaring the hearing to be in recess.

(c) Speaking at Public Hearings

The sponsoring organization shall be permitted the first opportunity to speak on behalf of the proponents. Other proponents may then speak on the subject. In matters of priority, the Chairman shall determine the order of speakers as well as when questions may be asked and/or answered. When all proponents have completed their remarks, the opponents shall be given equal opportunity to speak on the subject. At the discretion of the Chairman, the order of speakers (proponents, opponents, others) at a public hearing may be changed.

(d) Limit on Time a Person May Speak

No person shall be permitted to speak more than once on the hearing subject,

except that questions may be addressed through the Chairman to persons who have spoken at the hearing. In the event that new material is introduced, previous speakers may, at the discretion of the Chairman, address remarks to the new material.

(e) Additional Information Following Conclusion of Public Hearing

Following the conclusion of the public hearing, the Council will not consider additional evidence, presentations, explanations, or arguments by either proponents or opponents of the subject of the hearing. The Council may consult with members of Town staff concerning matters raised or evidence introduced at the public hearing; however, the Council may not use consultations with members of Town staff as a means of obtaining new or additional evidence, presentations, explanations or arguments not presented at the public hearing. Additionally, following closure of a public hearing, members of the Council shall have the opportunity to express findings and conclusions on the public hearing subject. These findings and conclusions may, at the Council's request, be incorporated by Town staff into a proposed resolution regarding the public hearing subject for subsequent action by the Council.

**C. Participation - Public Hearing - By Members of the Council:**

Members of the Council shall not speak during a public hearing except to submit questions with the permission of the Chairman.

**11. COMMITTEES:**

Special committees for a particular purpose may be appointed by the presiding officer, subject to the confirmation of the Council.

**12. AMENDMENTS:**

Any amendment to these rules shall be submitted in writing at any regular meeting of the Council and may be adopted by no less than five (5) affirmative votes of the members at a subsequent meeting of the Council.

**13. REPEAL:**

All previously adopted rules governing Council procedures, exclusive of Charter provision, if any, are hereby repealed.

At its meeting on December 10, 1991, the Council unanimously voted to attach the Guidelines for Utilizing Services of Town Attorney and Cataloging of Opinions to the Rules of Procedure.

**14. GENERAL GUIDELINES:**

**Executive Session**

Executive Session, as needed, may be held at the start, during, or at the end of Regular, Special and Emergency meetings as determined by the particular topic and business agenda for the particular meeting.

**Public Hearings**

Public hearings on major topics shall be scheduled to allow for continuance, as needed, to the next following Council meeting.

**Remote Participation**

Council Members may attend Regular, Special and Emergency meetings through remote



participation (video conference and teleconference) in accordance with the following protocols:

1. Members participating by video conference can be viewed and heard and by teleconference identified and heard by other Council Members and the public attending in person and by video conference.
2. As reasonably possible, a member planning to attend an in-person meeting by video conference or teleconference shall provide the Council and Town Manager at least two days' notice of such plans.
3. Remote participation is generally contemplated for illness, injury, public health considerations, travel, and similar reasons. The expectation is that such participation will be limited in duration and occurrence and primarily through video conference in lieu of teleconference.
4. Absent extenuating circumstances, attendance by video conference shall be limited to four three members at any in-person meeting.
5. Members of the public may attend in-person Council meetings through video conference and offer comment through the public comment session and public hearing process subject to the protocols described per Appendix 4 of these Rules.
6. The Council meeting shall proceed regardless of the ability of a member(s) to participate by video conference or teleconference.

ADOPTED: February 23, 1982  
REVISED: February 22, 1983  
REVISED: November 16, 1983  
REVISED: May 29, 1984  
REVISED: November 26, 1985  
REVISED: April 14, 1987  
REVISED: January 9, 1990  
REVISED: May 28, 1991  
REVISED: December 10, 1991  
REVISED: May 12, 1992  
REVISED: November 23, 1993  
REVISED: December 14, 1993  
REVISED: December 12, 1995  
REVISED: December 9, 1997  
REVISED: December 14, 1999  
REVISED: January 8, 2003  
REVISED: NOVEMBER 25, 2003  
REVISED: NOVEMBER 15, 2005  
REVISED: DECEMBER 5, 2007  
REVISED: DECEMBER 9, 2009  
REVISED: JANUARY 10, 2012  
REVISED: DECEMBER 3, 2013  
REVISED: DECEMBER 1, 2015  
REVISED: DECEMBER 5, 2017  
REVISED: JANUARY 14, 2020  
REVISED: MARCH 10, 2020 (addition of Appendix 3 – Acceptance of Gifts and Donations)  
REVISED: MAY 25, 2021 (addition of paragraph re conduct at meetings, addition of Remote Participation, addition of Appendix 4 – Remote Participation by the Public)  
**REVISED: DECEMBER 7, 2021 (No. 4 – Public Comment Session – first sentence change “should” to “shall”)**

**GLASTONBURY TOWN COUNCIL  
EMERGENCY AND SPECIAL MEETINGS**

**WAIVER OF NOTICE REQUIREMENT BY DELIVERY TO PLACE OF RESIDENCE AND  
AUTHORIZATION TO PROVIDE SUCH NOTICE BY ELECTRONIC MEANS**

In accordance with CGS Section 1-225(d), I hereby waive the requirement that notice of special and emergency meetings be delivered to me at my place of residence and authorize the delivery of such notice to me by electronic means to the following address:

E-mail address: \_\_\_\_\_

(Name) \_\_\_\_\_

(Date) \_\_\_\_\_



## APPENDIX 1

### **GUIDELINES FOR UTILIZING SERVICES OF TOWN ATTORNEY AND CATALOGING OF OPINIONS**

1. All requests for opinions by the Town Attorney shall emanate only from the Town Manager or at the request of a majority of the Town Council, or the Council Chairman.
2. All requests for opinions shall be in writing with a copy of such request to be filed with the Town Manager.
3. All opinions rendered by the Town Attorney shall be in writing with the original directed to the requesting authority and a copy for file purposes to the Manager's Office.
4. All opinions received by the Town Manager or copies thereof shall be kept on file in the Manager's Office.
5. When in the judgment of the Manager or Town Attorney such opinion may be of general application to bodies other than the originating authority, such opinion shall be distributed to such other bodies as are appropriate.
6. In the event that the Town Attorney is unable to serve because of a conflict of interest, the Town Manager shall be so advised. In such cases, the Council shall be advised and the matter referred to the Alternate Town Attorney previously designated by the Town Council.
7. In the event that any Board, Commission or Town official in furtherance of their duties and obligations elects to commence any action in which the Town, or any agency thereof, is to be the plaintiff, notice of such intention to so commence such action shall be given to the Town Council no less than fourteen (14) days before such action is officially commenced. The official commencement of any such action shall be deemed to occur when documentation sufficient to initiate the action is delivered to a sheriff or other proper person for service or filed with such agency or commission having jurisdictions of the subject matter of such complaint.

Revised 12/12/95

**AMENDED AND ADOPTED BY THE TOWN COUNCIL ON 12/10/85**

**APPENDIX 2**

**GLASTONBURY TOWN COUNCIL RECOMMENDED PROTOCOLS**  
**29<sup>TH</sup> COUNCIL**

1. Glastonbury Town Council members recognize that the Town Manager is, under Section 407 of the Glastonbury Code, the personnel officer for Town administrative officials and departments, except the department of Education.  
  
In consideration of this fact, Council members agree that they shall direct all requests for use and access to such personnel or information members might desire or require from personnel or departments through the Town Manager. The major reason for such a chain of command is that the performance of duties are assigned and controlled by the Town Manager, and interference in those assignments has both a financial and performance impact on a department and individuals. The exception to this protocol is the normal access to the assigned staff of Council subcommittees.
2. Council members agree that all and any information requested by a Council member through the Town Manager shall be made equally available to all Town Council members in a timely manner.
3. Council members agree that Town Council Committee activities shall originate by Town Council motion to refer at a regular meeting, or by consensus at said meeting. A committee may request to undertake a specific issue by request to Council at a regular meeting as a regular agenda item or under its committee report. This assists in controlling use of staff time to only those issues a majority of the Town Council wishes to pursue.
4. Town Council members agree that each shall be familiar with the Code of Ethics applying to all elected and appointed officials and will notify fellow Council members of any existing conflicts in a timely manner, should one arise. This is especially important when zoning matters are involved so that an appropriate replacement can be found, as required by Charter.
5. Council members recognize that attendance at regular meetings and acceptance of responsibilities on Council subcommittee meetings is necessary to accomplish Council goals.
6. Town Council members agree that these protocols as well as the Use of the Town Attorney rules, as attached to the Rules of Procedure, and our Rules of Procedure will assist us in the performance of our public duty.

**AMENDED NOVEMBER 25, 2003**



**APPENDIX 3  
(Rules of Procedure)**

**TOWN COUNCIL POLICY  
ACCEPTANCE OF GIFTS AND DONATIONS**

This policy, enacted by the Town Council, shall guide Town acceptance of gifts and donations. The Town Manager is hereby authorized to accept gifts and donations with an estimated value of \$25,000 or less and shall advise the Council of all gifts and donations of a significant value. Town Council approval shall be required for gifts and donations with an estimated value of approximately \$25,000 or more. When accepting gifts and donations, the Town Manager and Town Council should consider the general factors below and any others as deemed appropriate or applicable on a case by case basis.

Will the Gift/Donation:

1. Align with Town policies, programs, goals, and objectives?
2. Create a conflict of interest, or have the potential to negatively influence Town operations or reputation?
3. Require an ongoing level of operating and maintenance expenses which would make it unduly burdensome or cost prohibitive to accept?
4. Result in added operating or capital costs not available or not appropriated for the item(s) to be supported by the gift or donation?
5. Pose a burdensome level of additional potential liability and insurance requirements or legal obligations?

Council approval shall not be required for gifts and donations that replace existing materials and equipment or support and supplement Town funding for materials, equipment, programs, and services.

**Adopted by the Glastonbury Town Council  
Date: March 10, 2020**

**APPENDIX 4  
(Rules of Procedure)**

**TOWN COUNCIL POLICY  
REMOTE PARTICIPATION BY THE PUBLIC**

- Public comments can be submitted in writing through the Town website until 2:00 p.m. on the day immediately preceding the respective Council meeting. Written public comment will include the writer's name and address and be limited to what can reasonably be read to the meeting record in three (3) minutes or less. Written public comment will be read during the public comment session.
- Public hearing testimony can be submitted in writing through the Town website until 2:00 p.m. on the day immediately preceding the respective Council meeting and public hearing. Written public hearing testimony will include the writer's name and address and be limited to what can reasonably be read to the meeting record in five (5) minutes or less. Written public hearing testimony will be read during the public hearing.
- Live public comment and public hearing testimony can be given by attending the meeting in person or through video conference.

**Adopted by the Glastonbury Town Council  
Date: May 25, 2021**





## 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

November 27, 2023

Kenneth C. Baldwin, Esq.  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103-3597  
[kbaldwin@rc.com](mailto:kbaldwin@rc.com)

RE: **EM-VER-054-231012** - Cellco Partnership d/b/a Verizon Wireless notice of intent to modify an existing telecommunications facility located at 175 Dickinson Road, Glastonbury, Connecticut.  
**Decision.**

Dear Attorney Baldwin:

The Connecticut Siting Council (Council) hereby acknowledges your notice to modify this existing telecommunications facility, pursuant to Section 16-50j-73 of the Regulations of Connecticut State Agencies with the following conditions:

1. Approval of any changes be delegated to Council staff;
2. RF access restriction and caution signage shall be installed at the site in compliance with FCC guidance;
3. Deployment of any 5G services must comply with FCC and FAA guidance relative to air navigation, as applicable;
4. Any deviation from the proposed modification as specified in this notice and supporting materials submitted to the Council shall render this acknowledgement invalid;
5. The Council shall be notified in writing at least two weeks prior to the commencement of site construction activities;
6. Within 45 days after completion of construction, the Council shall be notified in writing that construction has been completed **along with a representative photograph of the facility modification**;
7. Any nonfunctioning antenna and associated antenna mounting equipment, or other equipment at this facility owned and operated by Verizon shall be removed within 60 days of the date the antenna or equipment ceased to function;
8. The validity of this action shall expire one year from the date of this letter; and
9. Verizon may file a request for an extension of time beyond the one year deadline provided that such request is submitted to the Council not less than 60 days prior to the expiration.

The proposed modifications including the placement of all necessary equipment and shelters within the tower compound are to be implemented as specified here and in your notice dated October 10, 2023, and additional information received on November 9, 2023. The modifications are in compliance with the exception criteria in Section 16-50j-72 (b) of the Regulations of Connecticut State Agencies as changes to an existing facility site that would not increase tower height, extend the boundaries of the tower site by any dimension, increase noise levels at the tower site boundary by six decibels or more, and increase the total radio frequencies electromagnetic radiation power density measured at the tower site boundary to or above the standards adopted by the Federal Communications Commission pursuant to Section 704 of the Telecommunications Act of 1996 and by the state Department of Energy and Environmental Protection pursuant to Connecticut General Statutes § 22a-162. This facility has also been carefully modeled to ensure that radio frequency emissions are conservatively below state and federal standards applicable to the frequencies now used on this tower.

This decision is under the exclusive jurisdiction of the Council. Please be advised that the validity of this action shall expire one year from the date of this letter. Any additional change to this facility will require explicit notice to this agency pursuant to Regulations of Connecticut State Agencies Section 16-50j-73. Such notice shall include all relevant information regarding the proposed change with cumulative worst-case modeling of radio frequency exposure at the closest point of uncontrolled access to the tower base, consistent with Federal Communications Commission, Office of Engineering and Technology, Bulletin 65. Thank you for your attention and cooperation.

Sincerely,



Melanie A. Bachman  
Executive Director

MAB/ANM/lm

c: The Honorable Thomas P. Gullotta, Chairperson, Town of Glastonbury  
(thomas.gullotta@glastonbury-ct.gov)  
Jonathan Luiz, Town Manager, Town of Glastonbury (jonathan.luiz@glastonbury-ct.gov)





INSTR # 2023006524  
DATE FILED 11/20/2023 02:32:15 PM  
MICHELLE KRAMPITZ  
TOWN CLERK  
GLASTONBURY CT

**GLASTONBURY TOWN COUNCIL  
2023-2025 THIRTY-THIRD TOWN COUNCIL  
ORGANIZATIONAL AND REGULAR MEETING MINUTES  
TUESDAY, NOVEMBER 14, 2023**

The Glastonbury Town Council with Town Manager, Jonathan Luiz, in attendance, held an Organizational and 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. **Call to Order – Town Clerk (Section 302)** *by Michelle Krampitz, Town Clerk*
  - a. **Pledge of Allegiance** *by Michelle Krampitz, Town Clerk*

**2. Introduction of Town Council Members Elect – Town Clerk**

Deborah A. Carroll	Thomas P. Gullotta	Lawrence Niland
Kurt P. Cavanaugh	Mary LaChance	Whit C. Osgood
John Cavanna	Jacob McChesney	Jennifer Wang

**3. Administration of Oath of Office – Town Clerk (Section 302).**

**4. Official Town Council Photo.**

**5. Election of Chair and Vice Chair (Section 302).**

*Nomination by:* Ms. Carroll *Seconded by:* Mr. Cavanaugh

Mr. Tom Gullotta as Chairman  
Ms. Krampitz called for other nominations. Hearing none, she closed the nominations.

**Result:** Mr. Gullotta was elected as Chairman by a unanimous vote {8-0-0}.

*Nomination by:* Ms. Carroll *Seconded by:* Mr. Cavanna

Ms. Wang as Vice Chairman  
Mr. Gullotta called for other nominations. Hearing none, she closed the nominations.

**Result:** Ms. Wang was elected as Vice Chairman by a unanimous vote {8-0-0}.

**a. Appointment of Majority Leader**

Mr. Gullotta appointed Ms. Carroll as Majority Leader.

**b. Appointment of Minority Leader**

Mr. Gullotta appointed Mr. Cavanaugh as Minority Leader.

**6. Public Comment.**

Mr. Gullotta noted that, at the Council's December 5 meeting, the Police Chief will present a report on crime in town.

*Jill Barry of 199 Cavan Lane*, is the State Representative for Glastonbury. She noted that crime continues to be a big issue and commended the Glastonbury Police Department for installing license plate readers, which alert police departments on stolen vehicles. In 2021, the state provided funding to allow Glastonbury officers to participate in an auto theft law force. Her task is to work with other police makers and local police to ensure that punishments are appropriate, especially for repeat offenders.

*Linda Obedzinski of 66 Uconn Avenue*, welcomes the expansion and renovation of the Welles Turner Memorial Library, but believes that the facility is short staffed. She urged the Council to include additional library staff in the new budget.

*Pam Lucas of 145 Moseley Terrace*, congratulated council members on being reelected and thanked them for their service and tireless work.

*John Porriello of 567 Main Street*, spoke on behalf of Safe Streets CT. He believes that Rep. Barry is doing a good job but pressure needs to be placed on her fellow lawmakers to recognize the threat of crime. He calls for graduated penalties for juvenile offenders. He also believes that the police need to be given discretion for chases when appropriate. He also encouraged everyone to check out Chief Porter's dashboard on the Town website, which lists local crime statistics.

*Doug Bussa of 101 Clark Hill Road*, has lived in Glastonbury his entire life and agrees that crime has become a serious issue. He expressed that he does not feel safe in Glastonbury anymore and perhaps the answer is to hire more police.

*Marie Paternoster of 38 Chestnut Hill Road*, looks forward to hearing from the Chief of Police on December 5.



*Donna Pirie of 114 Crystal Ridge Road*, thanked the Council for having the Police Chief come in with a report to understand the numbers.

*Brad Spencer of 520 Bell Street*, brought to the Council's attention that the GHS will continue to encounter a student parking problem. He suggested moving the town vehicles out of the lot which can allow for spots for the students to park.

*Lisa Arnold of 514 Griswold Street*, has offered her rolling camera feed to local police to use in incidents of crime in her neighborhood. She noted that larger cities throughout the country utilize apps to avoid tying up their 911 systems. She also stated that roundabouts push out emergency vehicles onto side streets, which is not ideal.

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

*Kristin Bourbeau of 905 Tryon Street*, is a member of Safe Streets CT. She stated that the solution to this crime problem lies at the seat of government in Hartford, whose leadership refuses to impose penalties for repeat offenders.

**7. Resolution establishing the Regular Meetings of the Council (Section 304).**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby adopts the Schedule of Regular Council Meetings dated November 14, 2023 for calendar year 2024 and January 2025.*

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

**8. Resolution establishing Rules of Procedure (Section 304).**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby adopts the Council Rules of Procedure dated December 7, 2021; and*

*BE IT FURTHER RESOLVED, that the Glastonbury Town Council hereby appoints Jake McChesney and John Cavanna to the Rules of Procedure Subcommittee.*

*Disc:* Mr. Gullotta would like to consider the ability for the Chair to call a recess without a formal motion. He also requests consideration of developing a protocol whereby division chairs would be more directly involved, which used to be the process some 15 years ago.

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

9. Old Business. *None*

10. New Business. *None*

**11. Consent Calendar.**

- a. **Action on an Application of the Glastonbury Housing Authority to change the zoning of 55 Nye Road from Planned Employment Zone to Residence A Zone (set public hearing).**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby schedules a public hearing for 8:00 p.m. on Tuesday December 5, 2023 in the Council Chambers of Town Hall with the option for Zoom Video Conferencing to consider the approval of the Glastonbury Housing Authority application for a change of zone at 55 Nye Road from Planned Employment Zone to Residence A Zone.*

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

- b. **Action on an Application of the Glastonbury Housing Authority to change the zoning of 55 Nye Road to Planned Area Development and adopt a Final Development Plan to allow a 64-unit affordable housing community (set public hearing).**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby schedules a public hearing for 8:00 p.m. on Tuesday December 5, 2023 in the Council Chambers of Town Hall with the option for Zoom Video Conferencing to consider the approval of the Glastonbury Housing Authority application for a change of zone at 55 Nye Road to Planned Area Development and to adopt a Final Development Plan to allow a 64-unit affordable housing community.*

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

**12. Town Manager's Report.**

Mr. Luiz presented his report. Mr. Cavanaugh noted that his neighborhood had a Halloween parade and two officers showed up, one of whom was the new Community Outreach Officer, Sergey Sharov. He finds Mr. Sharov to be an excellent choice and wished him the best in this role. Ms. LaChance noted that the 250th anniversary of the country's founding is fast approaching. She asked when they plan to form a subcommittee. Ms. Wang asked about the Safe Streets for All grant, which the Town did not receive. She inquired about the grant amount, as well as whether there are plans to move ahead with the work anyway, as necessary. Mr. Luiz has



spoken with Mr. Pennington, and agreed that they need to move along with an analysis of their needs, which will be presented to the Council. Mr. Luiz will email council members with the requested information.

Mr. McChesney asked to have a comprehensive understanding of the ARPA funding, including what has been spent so far and what is left. He also asked what the Town needs to have in place to ensure that the remaining ARPA funds are not lost. Mr. Luiz noted that the report has a section on ARPA funds, so he will touch base on all those questions. Mr. Cavanna suggested moving the Conex closer to the dog shelter, in case anyone needs it. Mr. Luiz will look into the Conex box issue.

**13. Communications. None**

**14. Minutes.**

**a. Minutes of October 24, 2023 Regular Meeting.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby approves the minutes of the October 24, 2023 Regular Meeting.*

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

**b. Minutes of November 2, 2023 Special Meeting.**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby approves the minutes of the November 2, 2023 Special Meeting.*

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

**15. Appointments and Resignations:**

**a. Appointment of Council Clerk (Section 304).**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council appoints Lilly Torosyan to serve as Clerk of the Council for the 2023-2025 Town Council.*

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

**b. Appointment of Alternate Council Clerk.**

*Glastonbury Town Council  
Thirty-third Town Council Organizational and Regular Meeting of November 14, 2023  
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*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council appoints Susan Lauzier to serve as Alternate Clerk of the Council for the 2023-2025 Town Council.*

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

**16. Executive Session.**

- a. Discussion of the selection of a site or the lease, sale or purchase of real estate.

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby enters into Executive Session at 7:58 p.m. for the purpose of:*

- a. Discussion of the selection of a site or the lease, sale or purchase of real estate.

*Attendees to include Council Members and Town Manager.*

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

The Council came out of Executive Session at 8:08 p.m.

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby adjourns the Town Council meeting of October 10, 2023 at 8:09 p.m.*

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

Respectfully submitted,

*Lilly Torosyan*

Lilly Torosyan  
Recording Clerk

Thomas Gullotta  
Chairman





INSTR # 2023006606  
DATE FILED 11/28/2023 11:36:58 AM  
MICHELLE KRAMPITZ  
TOWN CLERK  
GLASTONBURY CT

**GLASTONBURY TOWN COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, NOVEMBER 21, 2023**

The Glastonbury Town Council with Town Manager, Jonathan Luiz, in attendance, held a Regular Meeting at 7:00 p.m. in the Council Chambers of Town Hall at 2155 Main Street, with the option for 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
- Ms. Jennifer Wang, Vice Chairman
- Ms. Deborah A. Carroll
- Mr. Kurt P. Cavanaugh
- Mr. John Cavanna {participated via Zoom video conferencing}
- Mr. Larry Niland {participated via Zoom video conferencing}
- Ms. Mary LaChance
- Mr. Jacob McChesney
- Mr. Whit Osgood

**a. Pledge of Allegiance.**            *Led by Mr. Gullotta*

**2. Public Comment.**

*Jeff Ulrich of 259 House Street*, is frustrated at the constant flooding that happens in his yard, which has caused damage to his property. He said that while the Town has tried to alleviate the situation for years, the underground storm drainage remains inadequate. He also said there is a proposal to augment his driveway apron to prevent water from coming onto the yard and that Mr. Luiz sent a release letter which says that the Town will not be liable for any damages, but Mr. Ulrich hopes that the Town can do more to help resolve the situation.

*Jenn Jennings of 34 Cranesbill Drive*, spoke to the HVAC proposal for Glastonbury schools (Item 5A of the agenda). She said she works in the HVAC industry and would like Glastonbury to take advantage of all grants, to avoid the situation that happened with the add-ons for the Nayaug school project. She indicated that one-third of that \$700,000 project cost would have totaled about \$200,000 in reimbursement. Going forward, she would like to ensure that all grants are applied for.

**3. Special Reports.**                    *None*

**4. Old Business.**                      *None*

**5. New Business.**

**a. Action on a \$1,190,000 appropriation and transfer from the General Fund – Unassigned Fund Balance to Capital Projects Fund – HVAC and Indoor Air Quality Improvement to Public Schools (refer to Board of Finance; set public hearing).**

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby refers to the Board of Finance a request for a \$1,190,000 appropriation and transfer from the General Fund – Unassigned Fund Balance to Capital Projects Fund – HVAC and Indoor Air Quality Improvements to Public Schools, and schedules a public hearing for 8:00 p.m. on Tuesday, December 5, 2023 in the Council Chambers of Town Hall, 2155 Main Street, Glastonbury and/or through Zoom Video Conferencing to consider the proposed appropriation and transfer, as described in a report by the Town Manager dated November 17, 2023.*

*Disc:* Mr. Luiz added that the memo describes five projects and at the time of drafting, the fifth project (the \$200,000 project for Naubuc School Gymnasium rooftop ventilation unit replacement), had not yet been approved. Mr. Luiz said that since the memo was drafted, the Board of Education has approved it and added it to list. Mr. Osgood finds it odd that for a \$1.2 million funding request, there is nobody from the Board of Education present to speak on this matter. When he asked Dr. Bookman about the estimated remaining useful life of the units to be replaced, he did not receive an answer.

Mr. Luiz explained that Dr. Bookman has provided an answer to that question, as follows: the Naubuc unit: 2 years; the gymnasium units, 5 years; and the elementary units, possibly 8 years. However, all of this is conjecture and will include more work and expense as the units age. Mr. Osgood asked which year the elementary units are from. Mr. Luiz replied, 2014. Mr. Osgood does not support replacing a 10-year-old appliance that still has 8 years of use left. Mr. Gullotta explained that they are not making a decision tonight, but rather, referring the matter to the Board of Finance (BOF) for a recommendation and that should it return to the Council for a decision, school officials should be present to answer any questions that may arise.

Mr. Osgood countered that forwarding this to the BOF sends the message that the Town Council is in favor of it. Ms. Carroll contended that the Council often forwards material to the BOF which they do not agree on unanimously. She would like to send this along and hear from the BOF before continuing discussion here. Mr. Osgood asked if American Rescue Plan Act funds could be used to improve air quality. Mr. Luiz will have to check. Ms. Wang commented that the Naubuc air handling unit project has been on the CIP list, so she already sees the need for it and that the rest of the projects listed in the memo would have appeared within the next 1-3 years, so she sees the necessity of them and would like to take advantage of the state funding opportunity.

*Amendment by:* Mr. Osgood

*Seconded by:* Mr. Cavanaugh

To include the General Fund Unassigned Fund Balance or other sources of money that the BOF finds appropriate.

*Result:* Amendment passed {8-1-0}, with Ms. Carroll voting against.

**The amended motion read as follows:**

*BE IT RESOLVED, that the Glastonbury Town Council hereby refers to the Board of Finance a request for a \$1,190,000 appropriation and transfer from the General Fund – Unassigned Fund Balance and/or other funding source as deemed appropriate by the Board of Finance to Capital Projects Fund-HVAC and Indoor Air Quality Improvements to Public Schools, and schedules a public hearing for 8:00 p.m. on Tuesday, December 5, 2023 in the Council Chambers of Town Hall, 2155 Main Street, Glastonbury*

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and/or through Zoom Video Conferencing to consider the proposed appropriation and transfer, as described in a report by the Town Manager dated November 17, 2023.

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

6. **Consent Calendar.** *None*

7. **Town Manager's Report.** *None*

8. **Committee Reports.**

a. **Chairman's Report.**

- **Appointments to Council Subcommittees.**

Ms. Carroll read the list of appointments to the Council Subcommittees:

*Council Leadership Committee: Tom Gullotta, Jennifer Wang, Deb Carroll, and Kurt Cavanaugh (appointed at November 14<sup>th</sup> meeting)*

*Policy and Ordinance Review Committee: Tom Gullotta, Deb Carroll, and Kurt Cavanaugh*

*Town Services and Land Appraisal Committee: Tom Gullotta, Larry Niland, and Kurt Cavanaugh*

*CRCOG Housing Committee: Deb Carroll*

*CRCOG Policy Board: Tom Gullotta*

*CRCOG Transportation Committee: Jake McChesney*

*Chamber of Commerce Liaison: Jake McChesney and TBD*

*PAD Review Committee: Larry Niland, Mary LaChance, Kurt Cavanaugh, and Whit Osgood*

*Committee to name a public facility: Ad-Hoc (as needed)*

*Great Pond Stewardship Commission: Deb Carroll, Jennifer Wang, and Whit Osgood*

*Rules of Procedure Subcommittee: Jake McChesney and John Cavanna (appointed at November 14<sup>th</sup> meeting)*

*GCAP: Deb Carroll and Whit Osgood*

*Private Wells and Public Water Working Group: Tom Gullotta and Whit Osgood*

*Education Foundation: Larry Niland*

*MDC Non-Voting Member: TBD*

b. MDC. *None*

c. CRCOG. *None*

9. Communications. *None*

10. Minutes. *None*

11. Appointments and Resignations.

a. Reappointment of Susan Pearlman to the Welles Turner Library Board (D-2029).

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby reappoints Susan Pearlman to the Welles Turner Library Board (D-2029).*

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

12. Executive Session. *None*

13. Adjournment

*Motion by:* Ms. Carroll

*Seconded by:* Mr. Cavanaugh

*BE IT RESOLVED, that the Glastonbury Town Council hereby adjourns the Town Council meeting of November 21, 2023 at 7:27 p.m.*

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

Respectfully submitted,

*Lilly Torosyan*

Lilly Torosyan  
Recording Clerk

Thomas Gullotta  
Chairman



**APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS AND COMMITTEES – DEMOCRATIC**

BE IT RESOLVED, that the Glastonbury Town Council hereby approves the following appointments:

<b>Name</b>	<b>Board, Commission, Committee</b>	<b>Term</b>
Eric Blau	Board of Assessment Appeals (Alternate)	New Appointment (D-2025)
Gayle Kataja	Commission on Aging	Reappointment (D-2027)
Beth Hillson	Commission on Aging	Reappointment (D-2027)
Raymond Dolan	Economic Development Commission	Reappointment (D-2027)
Anthony DiLizia	Economic Development Commission	Reappointment (D-2027)
James Hagen	Ethics Commission	Reappointment (D-2027)
Wes Schlauder	Ethics Commission (Alternate)	Reappointment (D-2027)
Robyn Guimont	Historic District Commission	Reappointment (D-2028)
David Grady	Historic District Commission (Alternate)	Reappointment (D-2028)
Leslie Ohta	Human Relations Commission	Reappointment (D-2027)
Ginny Kim	Insurance Advisory Committee	Reappointment (D-2025)
Sridhar Kadaba	Insurance Advisory Committee	Reappointment (D-2025)
Luther Weeks	Insurance Advisory Committee	Reappointment (D-2025)
Allen Friedrich	Insurance Advisory Committee	Reappointment (D-2025)
Allen Friedrich	Personnel Appeals Board	Reappointment (D-2029)
Brian Youmatz	Personnel Appeals Board	Reappointment (D-2029)
David Grady	Public Buildings Commission	Reappointment (D-2027)
Ellen Saunig	Recreation Commission	Reappointment (D-2027)
Robert Zanlungo, Jr.	Town Plan & Zoning Commission	Reappointment (D-2027)
Emilio Flores	Town Plan & Zoning Commission	Reappointment (D-2027)
Dennis Desmarais	Town Plan & Zoning Commission (Alternate)	Reappointment (D-2027)
James Campbell	Water Pollution Control Authority	Reappointment (D-2027)
Rich Lawlor	Water Pollution Control Authority	Reappointment (D-2027)
Ellen Saunig	Welles Turner Library Board	Reappointment (D-2029)
Beth Hillson	Youth & Family Services Commission	Reappointment (D-2027)
Jen Doutré	Youth & Family Services Commission	New Appointment (D-2027)

**APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS AND COMMITTEES – REPUBLICAN**

BE IT RESOLVED, that the Glastonbury Town Council hereby approves the following appointments:

<b>Name</b>	<b>Board, Commission, Committee</b>	<b>Term</b>
Chris Haaf	Commission on Aging	Reappointment (R-2027)
Anthony Lazzaro, Jr.	Economic Development Commission	Reappointment (R-2027)
Kevin Kuzia	Human Relations Commission	Reappointment (R-2027)
Stephen J. Ludwig	Insurance Advisory Committee	Reappointment (R-2025)
Philip T. Markuszka	Insurance Advisory Committee	Reappointment (R-2027)
Leo Colgan	Recreation Commission	New Appointment (R-2027)
Sharon Jagel	Town Plan and Zoning Commission (Alternate)	Reappointment (R-2027)
Sharon Purtill	Town Plan and Zoning Commission	Reappointment (R-2027)
Philip T. Markuszka	Town Plan and Zoning Commission	Reappointment (R-2027)
Raymond Hassett	Town Plan and Zoning Commission	Reappointment (R-2027)
Brian Comerford	Water Pollution Control Authority	Reappointment (R-2027)
Daniel Horvath	Water Pollution Control Authority	Reappointment (R-2027)