

**GLASTONBURY TOWN COUNCIL AGENDA
TUESDAY, OCTOBER 13, 2020 – REGULAR MEETING
7:00 P.M. – ZOOM VIDEO CONFERENCING**

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

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

NO 1 PROPOSED CHANGES TO TOWN CODE, CHAPTER 14, ARTICLE III – RECREATIONAL AREAS USE REGULATIONS.

NO 2 PROPOSED TOWN ACQUISITION OF THE COTTON HOLLOW MILL SITE AND A \$225,000 TRANSFER AND APPROPRIATION FOR THE PROPOSED ACQUISITION.

1. Roll Call.
 - (a) Pledge of Allegiance.
2. Public Comment.
3. Special Reports.
 - (a) Status Report on Capital Improvement Program.
4. Old Business.
5. New Business.
 - (a) Action on potential sale of Town-owned land at 210 Griswold Street (Refer to Town Plan and Zoning Commission and Land Appraisal Committee).
 - (b) Discussion and possible action concerning Splash Pad at Addison Park.
 - (c) Discussion concerning testing of sanitary wastewater – COVID-19.
 - (d) Action in support of Council statement concerning 2020 election season.
6. Consent Calendar.
 - (a) Action to approve 3 Domains of Livability – Glastonbury Age-Friendly Action Plan.
7. Town Manager's Report.
8. Committee Reports.
 - (a) Chairman's Report.
 - (b) MDC.
 - (c) CRCOG.
9. Communications.
10. Minutes.
 - (a) Minutes of September 22, 2020 Regular Meeting.
 - (b) Minutes of September 29, 2020 Special Meeting (Police Operations Workshop Meeting).
11. Appointments and Resignations.
 - (a) Appointment of Jeff Bodeau (alternate member) to the Board of Assessment Appeals (R-2024).
 - (b) Resignation of Kristy Notarangelo from the Board of Education (R-2023).
 - (c) Appointment of Evan Seratan to the Board of Education (R-2023).
 - (d) Appointment of Jody Kretzmer to the Community Beautification Commission (R-2023).
12. Executive Session.
 - (a) Potential land acquisition.

IN ACCORDANCE WITH GOVERNOR LAMONT'S EXECUTIVE ORDER 7B.1 "SUSPENSION OF IN-PERSON OPEN MEETING REQUIREMENTS", THE REGULAR TOWN COUNCIL MEETING OF TUESDAY, OCTOBER 13, 2020 WILL BE CONDUCTED THROUGH ZOOM VIDEO CONFERENCING.

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

Join by Zoom Meeting Link:

<https://us02web.zoom.us/j/86185574530?pwd=N3loSWFkQjBIQnYzNlhUN1QyQmZRdz09>

Password: 621592

Join by Phone:

US: +1 646 558 8656

Webinar ID: 861 8557 4530

Password: 621592

- **Public Comment** may be submitted at the following link no later than 2:00 p.m. on Monday, October 12, 2020:
<https://www.glastonbury-ct.gov/about-us/town-government/boards-commissions-committees/public-comment-town-council-meetings>
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:
<https://www.glastonbury-ct.gov/about-us/pr-communications/tv-channel-public-broadcasting/public-broadcast-streaming-video>



Town of Glastonbury

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FAX (860) 652-7505

Richard J. Johnson
Town Manager

**PUBLIC HEARING NO. 1
10-13-2020 Meeting**

October 9, 2020

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Town Code Chapter 14, Article III – Recreational Areas Use Regulations

Dear Council Members:

A Council public hearing and action is scheduled for Tuesday evening on proposed amendments to Town Code Chapter 14, Article III entitled "Recreational Areas Use Regulations". This includes use of the Cotton Hollow and Great Pond Preserves and updates to other sections of this chapter. The proposed amendments are highlighted on the attached page. Council action is to formally enact the proposed amendments.

Lastly, I have attached a copy of the Opinion by Attorney Laurann Asklof concerning Cotton Hollow and Great Pond. Additional information can be provided as may be requested.

"BE IT RESOLVED, that the Glastonbury Town Council hereby approves proposed changes to Town Code Chapter 14, Article III - Recreational Areas Use Regulations, as described in a report by the Town Manager dated October 9, 2020 and as recommended by the Council Policy & Ordinance Review Subcommittee. Said amendments to be effective November 1, 2020."

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal
Attachments

Chapter 14 - PARKS AND RECREATION¹¹

ARTICLE III. - RECREATIONAL AREAS USE REGULATIONS

DIVISION 1. - GENERALLY

Sec. 14-31. - Definitions.

For the purposes of this article, the following terms, phrases and words shall have the meaning given in this section:

Commission is the Glastonbury Inland Wetlands and Watercourses Agency/Conservation Commission.

Park is any town-owned land or open space other than those areas designated as a preserve below.

Preserve is either the Cotton Hollow Preserve or the Great Pond Preserve.

Public access easements are areas dedicated for the purpose of providing egress to/from parks and preserves and shall be considered a part of a park or preserve.

Stewardship committee is the Great Pond Stewardship Committee as established by the management agreement for Great Pond Preserve executed by and between the Town of Glastonbury and the Nature Conservancy of Connecticut, Inc., on September 3, 1991.

TNC is the Nature Conservancy of Connecticut, Inc.

Town is the Town of Glastonbury within the State of Connecticut.

Town manager is the chief executive of the town and an "authorized agent" is any town employee appointed by the town manager.

Vehicle is any conveyance, whether wheeled or not, that is motor-powered, animal-drawn. As herein defined, the term "vehicle" does not include wheelchairs or other mobility devices utilized by handicapped individuals.

(Code 1960, § 1750.0(b), (d), (e); Ord. of 3-22-65; Ord. of 5-10-71; Ord. of 5-27-97; Ord. No. 318, 4-13-10)

Cross reference— Rules of construction and definitions generally, § 1-2.

Sec. 14-32. - Damaging, defacing, etc., park property.

- (a) No person shall willfully mark, vandalize, deface, disfigure, place graffiti, injure, tamper with, or displace or move any building, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines, or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, boundary markers, fences, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal, in either a park or preserve.
- (b) No person shall dig or remove any sand, soil, rock, stones, trees, shrubs, plants, down-timber, or other wood or materials or make any excavation by tool, equipment, or other means or agency, in either a park or preserve.
- (c) No person shall damage, cut, carve, transplant, remove or injure the bark or pick the flowers or seeds of any tree or plant, and no person shall dig in or otherwise injure or impair the natural beauty or usefulness of any area in either a park or preserve.

- (d) No person shall climb any tree or walk, stand or sit upon monuments, railings, fences, or any other property not designated or customarily used for such purposes in either a park or preserve.
- (e) Nothing in this section shall prevent the town manager or his authorized agents from carrying out proper maintenance of a park or preserve, constructing facilities and improvements as authorized by responsible town agencies, or issuing special permission to groups, both public and private, to carry out projects of an educational, historical, conservation or recreational nature.

(Code 1960, § 1751.0; Ord. of 3-22-65; Ord. of 5-27-97)

Sec. 14-33. - Wildlife.

- (a) *Hunting, molesting, etc.* Except as provided in subsection (d) and (e), no person shall hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile, or bird; nor shall he/she remove, collect, or have in his/her possession the young of any animal, or the eggs, nest or young of any reptile or bird in either a park or preserve; with the exception of authorized persons only who may remove sick, injured or dangerous animals and reduce, eliminate or otherwise control nuisance species.
- (b) *Poisoning.* No person shall give, offer, or attempt to give any animal, bird, or reptile any poison or other known noxious substance in either a park or preserve.
- (c) *Fishing.* Subject to state and local laws and regulations, fishing shall be permitted in either a park or in the Cotton Hollow Preserve only in those waters designated by the town manager or his authorized agent; the use of bait fish, or of nets or seines is expressly prohibited. Fishing is not permitted within the Great Pond Preserve.
- (d) *Use of firearms and weapons.* Except as provided in subsection (e) no person shall hunt, trap, or pursue wildlife at any time in a park or preserve and no person shall use, carry or possess firearms, air-rifles, spring guns, bows and arrows, slings, or any kind of trapping device, or any other weapons potentially inimical to wildlife and dangerous to human safety, with the exception of authorized persons who may hunt and trap to remove sick, injured or dangerous animals and to reduce or eliminate nuisance species.
- (e) Hunting may be permitted on town owned land as designated by the town manager/town council provided the Town of Glastonbury and Department of Environmental Protection have entered into all necessary agreements related to such land pursuant to G.S. § 26-16, or any regulation promulgated thereunder, and the town has entered into an agreement with the sponsoring Sportman's Club for management and administration of the DEP permit required hunting program. The town shall not collect any charge, rent, fee or other commercial service for the use of any such land.

(Code 1960, § 1752.0; Ord. of 3-22-65; Ord. of 5-10-71; Ord. of 5-27-97; Ord. of 9-26-00)

Sec. 14-34. - Picnicking and camping.

- (a) No person shall picnic in an area in a park other than those designated for the purpose, nor shall he fail to obey directions of the town manager or his authorized agent when issued to prevent congestion and secure maximum use of such areas. Picnicking and cookouts are not permitted in a preserve.
- (b) No person shall use any portion of the picnic areas in a park or any buildings or structures therein for the purpose of picnicking to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable time if facilities are crowded, except as expressly permitted by the town manager or his authorized agent.
- (c) No one shall build or attempt to build a fire in a park or preserve except in fireplaces at designated picnic areas in a park or at such other locations as may be specifically permitted by the town manager or his authorized agent.

- (d) No person shall leave a picnic area in a park before any fire lighted or used ~~by him~~ is completely extinguished.
- (e) No person shall camp in areas in a park other than those designated for camping and unless a special permit has been obtained from the town manager or his authorized agent, such permits to be issued only to organized youth groups. Camping shall not be permitted in a preserve.

(Code 1960, § 1753.0; Ord. of 3-22-65; Ord. of 5-27-97)

Sec. 14-35. - Sanitation.

- (a) All persons shall use restrooms as provided in a park and shall cooperate in maintaining restrooms in a neat and sanitary condition.
- (b) No person shall throw, discharge, or otherwise place or cause to be placed in any streams, springs, or ponds in a park or preserve, any substance, matter or thing, liquid or solid, which will or may result in the pollution of such waters or present a health risk.
- (c) No person shall dump or deposit bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or other trash in a park or preserve.
- (d) No person shall leave any such trash or refuse in a park or preserve that may originate from picnicking or other activities, except in proper receptacles provided for the purpose; where receptacles are not provided, all such refuse or trash shall be carried away from a park or preserve by the person responsible for its presence and properly disposed of elsewhere.
- (e) The use of public drinking water faucets in a park for any washing purposes is prohibited.

(Code 1960, § 1754.0; Ord. of 3-22-65; Ord. of 5-27-97)

Sec. 14-36. - Recreational activities.

- (a) No person shall swim, bathe, or wade in any springs, streams, or ponds in a park or preserve except at such times and in such places as the town manager or his authorized agent may designate by proper signs or notices or as specifically authorized by a special permit issued by the town manager or agent. Any person swimming, wading, or bathing at either times or places not so designated by the town manager or his authorized agent shall do so at his own risk and the town shall not assume any responsibility whatsoever for any such activity which may be carried on.
- (b) No person shall take part in or abet the playing of any game in a park or preserve involving horseshoes, golf, arrows, stones, balls, or other propelled objects except in areas set apart for such activities in a park.
- (c) No person shall ride a horse except on designated bridle paths. No riding of horses into streams or ponds shall be permitted. Except as permitted by the town manager or his authorized agent, no person shall ride, graze, or allow a horse to go unattended.
- (d) No person shall hike or walk in nature study areas or areas where educational and scientific activities or experiments are carried out except along paths and trails laid out and marked accordingly.
- (e) No person shall go onto the ice on any of the ponds except as such areas are designated for skating and ruled safe by the town manager or his authorized agent.
- (f) No person shall interfere with various recreational and educational programs as from time to time may be sponsored by the town.

(g) No person shall jump or dive into any spring, stream or pond in a park or preserve of the town.

(Code 1960, § 1755.0; Ord. of 3-22-65; Ord. of 5-27-97; Ord. No. 318, 4-13-10)

Sec. 14-37. - Traffic regulations.

- (a) No person shall operate any vehicle anywhere in a park or preserve except along access drives and within parking areas or as expressly permitted by the town manager or his authorized agent.
- (b) No person shall fail to obey all traffic officers or town employees authorized and instructed to direct traffic in a park or preserve or on highways immediately adjacent thereto.
- (c) No person shall operate any vehicle in a park or preserve in excess of fifteen (15) miles per hour.
- (d) No person shall park a vehicle in a park or preserve other than in a designated parking area except as expressly permitted by the town manager or his authorized agent.

(Code 1960, § 1756.0; Ord. Of 3-22-65; Ord. of 5-27-97; Ord. No. 318, 4-13-10)

Sec. 14-38. - Consumption or possession of alcoholic beverages; entering park in intoxicated condition.

No person shall consume or have in his or her possession alcoholic beverages ~~other than~~ in a park or preserve except in park picnic areas where alcoholic beverages have been expressly permitted by the town manager or his authorized agent, nor shall any person enter or be in a park or preserve under the influence of alcohol or drugs.

(Code 1960, § 1757.1; Ord. of 3-22-65; Ord. of 8-8-78; Ord. of 5-27-97)

Sec. 14-39. - Allowing dogs to run at large prohibited.

No person shall permit dogs or pets to run at large in a park or preserve. Dogs shall be permitted only when leashed or tethered, except in those defined areas specifically designated by the town manager or his authorized agent for dogs to be off leash.

(Code 1960, § 1757.2; Ord. of 3-22-65; Ord. of 5-27-97; Ord. No. 318, 4-13-10)

Sec. 14-40. - Building fires restricted.

No one shall build or attempt to build a fire in a park or preserve except in fireplaces at designated picnic areas in a park or at such other locations as may be specifically permitted by the town manager or his authorized agent.

(Code 1960, § 1757.3; Ord. of 3-22-65; Ord. of 5-27-97)

Sec. 14-41. - Dropping matches, cigarettes, burning material, etc., prohibited.

No person shall drop, throw, or otherwise scatter matches, cigarettes or cigars, or any other burning material within a park or preserve.

(Code 1960, § 1757.4; Ord. of 3-22-65; Ord. of 5-27-97)

Sec. 14-42. - Disorderly conduct.

No person shall use loud, boisterous, threatening, abusive, insulting, or indecent language or engage in any disorderly conduct or breach of the peace in a park or preserve.

(Code 1960, § 1757.5; Ord. of 3-22-65; Ord. of 5-27-97)

Sec. 14-43. - Peddling.

No person shall expose or offer for sale in a park, preserve or on roads fronting a preserve any article or thing, advertise or call attention to any article or service, or post signs of any nature in any location, except as expressly permitted by the town manager or his authorized agent.

(Code 1960, § 1757.6; Ord. of 3-22-65; Ord. of 5-27-97)

Sec. 14-44. - Operating policies.

- (a) No person shall enter or remain in a park or preserve between one-half (½) hour after sunset and one-half (½) hour before sunrise except as permitted by the town manager or his authorized agent or as a part of a program approved or sponsored by the town.
- (b) Any section of a park or preserve may be declared closed to the public, either entirely or for particular uses, by the town manager or his authorized agent at any time and for any interval of time, either temporarily or at regular and stated intervals.
- (c) A schedule of fees for admission to a park or preserve, for parking, and/or for use of facilities, and for permits issued in accordance with the provisions of section 14-45 may be adopted by resolution of the town council. ~~as recommended by the~~ recreation commission, conservation commission or stewardship committee, as appropriate, may recommend a schedule of fees to the town council for admission to or use of a park or preserve.
- (d) The town manager or his authorized agent may eject from a park or preserve any person acting in violation of any provision of this division.
- (e) The town manager or his authorized agent may seize and confiscate any property, thing, or device in a park or preserve which is brought in or used in violation of any provision of this division.
- (f) A town employee may direct individuals to stop any behavior that is disruptive, unsafe, or alarming to others, potentially damaging to town property, or specifically prohibited by posted signs. Failure to comply with an order of the town manager or his authorized agent will be in violation of this section.
- (g) ~~The town reserves the right to prohibit or restrict activities in a park or preserve which prohibitions or restrictions shall be posted in such park or preserve.~~
- (hg) The playgrounds and area immediately adjacent to the schools are under the control of the board of education during school hours and during school sponsored functions, and are not open for public recreation when school is in session or when in use by the school, unless public use is authorized by specific signage or participation in a town sponsored program, and is limited to the day, time, and location specified for that activity.

(Code 1960, § 1758.0; Ord. of 3-22-65; Ord. of 5-10-71; Ord. of 5-27-97; Ord. No. 318, 4-13-10)

Sec. 14-45. - Permits.

- (a) *Required.* A permit shall be obtained from the town manager or his authorized agent for the following purposes:
 - (1) Reservation of any area or place in a park or preserve for special or private use.
 - (2) Uses of a park or preserve by groups in excess of twenty-five (25) persons.

- (3) Performance of scientific or educational experiments or activities on a continuing basis.
 - (4) Performance of special programs of a recreational educational or conservation nature by private groups.
 - (5) Relief from the regulations of this division where permitted such as parking, building fires in certain locations, operation of vehicles, use of water areas for swimming, wading or bathing, camping activities, use of the park beyond stated hours, sale of refreshments or other items, or fishing events.
- (b) *Application.* No permit shall be issued until an application has been filed with the town manager or his authorized agent stating:
- (1) Name and address of the applicant;
 - (2) Name and address of the person sponsoring the activity, if any;
 - (3) Day or days and hours for which the permit is desired;
 - (4) The area of a park or preserve for which such permit is desired;
 - (5) Estimate of the anticipated attendance or number of persons participating;
 - (6) Any other information required by the town manager or his authorized agent necessary to determine whether a permit should be issued.
- (c) *Findings prerequisite to issuance.* The town manager or his authorized agent shall issue a permit when he finds:
- (1) That the proposed activity or use will not interfere with or detract from the general public enjoyment of a park or preserve;
 - (2) That the proposed activity or use will not entail unusual or extraordinary expense to the town;
 - (3) That the area or facilities desired have not been reserved for other use at the time requested in the application;
 - (4) That the proposed activity or use will not cause damage to a park or preserve or tend to cause potential violations of park or preserve regulations;
 - (5) That the proposed activity or use is not solely for the purpose of advertising, or profit-making by a private entity, or fund-raising.
- (d) *Appeal from denial.* If the town manager or his authorized agent shall refuse to issue a permit, the applicant may appeal in writing within ten (10) days of the notice of such refusal to the agency selected by the town council to establish park or preserve policy which shall hear such appeal and render a decision within fifteen (15) days from the filing of such appeal.
- (e) *Permittee liable for damages.* The person to whom a permit is issued shall be liable for any loss, damage, or injury sustained by any person whatever by reason of the negligence of the person or persons to whom such permit shall have been issued.
- (f) *To be exhibited upon request.* No person shall fail to produce and exhibit any permit which he claims to have upon request of the town manager or his authorized agent who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or regulation.
- (g) *Unreasonable interference with permittee prohibited.* No person shall disturb or interfere unreasonably with any person occupying any area, or participating in any activity, under the authority of a permit.
- (h) *Revocation.* The town manager or his authorized agent may revoke a permit upon a finding of violation of any ordinance or regulation, conditions of the permit, or for good cause shown.
- (i) *To become void in certain circumstances.* Any permit shall become void upon official state closing of woodlands, or if in the opinion of the fire marshal the fire hazard warrants such action.

(Code 1960, § 1759.0; Ord. of 3-22-65; Ord. of 5-27-97)

Cross reference— Licenses, permits and miscellaneous business regulations, Ch. 11.

Secs. 14-46—14-53. - Reserved.

DIVISION 2. - COTTON HOLLOW PRESERVE

Sec. 14-54. - Operating policies.

- (a) ~~The Cotton Hollow Preserve is for the use of town residents only, and no person other than a resident of the town shall enter or be in the preserve except as guests of residents in accordance with regulations established by the commission or as part of a program permitted, approved, or sponsored by the commission. Notwithstanding the above, the preserve may also be used by nonresidents during the period between and including the third Saturday of April and June 15 of each year for fishing purposes only, subject to all applicable state and local regulations.~~
- (ba) The Cotton Hollow Preserve is intended to be used and enjoyed by ~~guests~~ the public for the purpose of observing natural features and wildlife with an overall goal of maintaining the preserve in a natural and undisturbed state. Uses other than walking and related nature activities shall be considered prohibited unless approved by the commission. Notwithstanding the above, the preserve may also be used by the public during the period between and including the third Saturday of April and June 15 of each year for fishing purposes, subject to all applicable state and local regulations.
- (eb) Any person swimming, bathing, or wading in any stream in the Cotton Hollow Preserve shall do so at their own risk, and the town shall neither sponsor any swimming activity nor assume any responsibility whatsoever for any such activity which may be carried on. No person shall climb rocks, cliffs and trees or jump into any stream or pond within the preserve.

(Code 1960, § 1773.0; Ord. of 7-26-65; Ord. of 5-27-97; Ord. No. 318, 4-13-10)

Secs. 14-55—14-60. - Reserved.

DIVISION 3. - GREAT POND PRESERVE

Sec. 14-61. - Operating policies.

- (a) The Great Pond Preserve is intended to be used and enjoyed ~~by town residents and their guests~~ by the public for the purpose of observing natural features and wildlife with an overall goal of maintaining the Great Pond Preserve in a natural and undisturbed state. Specific standards controlling the operation of the Great Pond Preserve shall also be in accordance with the "Management Agreement For Great Pond Preserve" executed on September 3, 1991, as it may be amended from time to time, or a successor agreement between the town and TNC. Uses other than walking and related nature activities shall be considered prohibited unless approved by the stewardship committee which is empowered to allow specific uses and to promulgate rules within the Great Pond Preserve.
- (b) The "Management Agreement For Great Pond Reserve:
- (1) Sets forth the management goal of conserving the natural and unique values and character of the preserve by protecting the rare and endangered species and by not physically disturbing the preserve's natural settings;

- (2) Prohibits buildings and other structures, utility lines, motorized vehicles and watercraft, dumping, camping, hunting, trapping, introducing species detrimental to wildlife or natural habitat, and the cutting or removal of vegetation within the preserve;
- (3) Provides exemptions from the prohibitions for the purpose of carrying out the management goal; and
- (4) Establishes a stewardship committee for the purpose of overseeing the management of the preserve and assisting in enforcing and carrying out the purposes of the agreement

MEMORANDUM
ATTORNEY-CLIENT PRIVILEGE

TO: Richard Johnson
Town Manager of Glastonbury

FROM: Laurann Asklof

DATE: September 18, 2020

RE: Constitutionality of Town Ordinances Restricting Public Property to Town Residents

On behalf of the Town of Glastonbury ("Town"), you have asked whether the residency requirements/restrictions in Town Ordinances applicable to Cotton Hollow and Great Pond are legally enforceable.

Conclusion:

Restricting access to a public parks to town residents and their guests, is prohibited by the First Amendment to the United States Constitution and Article I, §§ 4, 5, and 14 of the Connecticut Constitution except in limited circumstances.

Facts:

By quit-claim deed dated October 13, 1964 ("QC Deed"), Cotton Hollow, Inc. granted the Town property which became known as the Cotton Hollow Preserve ("Cotton Hollow"), including the buildings improvements and appurtenances situated thereon. The QC Deed contained certain covenants and restrictions, as follows:

- That it shall be maintained in its natural state, and except to facilitate single-foot trails or preserve historic sites, no living trees, shrubs, etc., are be destroyed or removed;
- Prohibits the construction of buildings or structures and roads, dumping, excavations or filling, and the allowance of movable structures or vehicles;
- Prohibits hunting, trapping or killing of wild life. Fishing is permitted subject to applicable state and local laws and regulations;
- Prohibits camping, picnicking, cookouts, or any other use that would not be permitted in any well-regulated and supervised natural wildlife preserve.
- Requires Glastonbury Park Department to care, maintain and supervise the premises.

By Warranty Deed dated September 9, 1995 ("W-Deed"), The Balf Co., Inc. granted the property known as Great Pond Preserve ("Great Pond") to the Town. The W-Deed did not contain any

covenants or restrictions; it however, contained a list of permits, agreements and easements to which the property was subject.

Two Town Ordinances establish the operating policies applicable to each preserve ("Town Ordinances"). As to Cotton Hollow, Section 14-54 provides:

- A restriction on the use of the premises to "town residents only" and "guests of residents" except during the period "between and including the third Sunday of April and June 15 of each year for fishing purposes only"
- Use limited to walking and related nature activities for the purpose of "observing natural features and wildlife with an overall goal of maintaining the preserve in a natural and undisturbed state"
- Swimming, bathing or wading is at the risk of the participant

As to Great Pond, Section 14-61 provides:

- The preserve is for the "purpose of observing natural features and wildlife with an overall goal of maintaining the Great Pond Preserve." Use is restricted to "town residents and their guests."
- For a Management Agreement with a "goal of conserving the natural and unique values and character of the preserve by protecting the rare endangered species and by not physically disturbing the preserve's natural settings"
- Prohibits buildings/structures, utility lines, motorized vehicles and watercraft, dumping, camping, hunting, trapping, introducing species detrimental to wildlife or natural habitat, and the cutting or removal of vegetation.
- Establishes a stewardship committee to oversee the management of the preserve.

Analysis:

I. Federal Constitution Analysis

The issue of whether a municipality constitutionally may restrict access to a municipal park to its residents and their guests was first addressed as a matter of first impression in *Leydon v. Town of Greenwich*, 257 Conn. 318 (2001). The facts of *Leydon* are squarely on point with the facts delineated above. The park at issue, Greenwich Point, owned by the town, was a 147 acres park facility that included beachfront property on the Long Island Sound. The park contained a number of ponds, a marina, parking lot, open fields, nature preserve, shelters, walkways, trails, and picnic areas with picnic tables. The only land access to Greenwich point was land known as Tod's Driftway, owned by an association and to which the Town was granted an easement. Greenwich codified a residency requirement in 1977, restricting the park to "town residents and their guests." The plaintiff, a resident of Stamford, attempted to enter the park thorough Tod's Driftway but was prohibited because he was neither a resident nor a guest of a resident. He sued the town seeking both declaratory and injunctive relief.

The plaintiff claimed that the ordinance violated the First Amendment of the US Constitution, as applied, on its face because the park is a “public forum” which requires the highest degree of scrutiny in determining whether the ordinance reaches a substantial amount of constitutionally protected conduct even though he personally did not engage in such conduct. In determining how much scrutiny is to be applied, the court must first determine the forum status of the public lands. In *Perry Education Assn. v. Perry local Educator’s Assn.*, 460 US 37, 45 (1983), the United States Supreme Court identified three separate classifications for publicly owned property: public forum, nonpublic forum and nontraditional public forum. Each forum applied different standards in determining whether the restrictions on free speech are permissible.

In determining that the park was a public forum, the *Leydon* court focused on objective characteristics of the park such as the presence of certain traditional park elements, including parking lots, ponds, a marina, open fields, a nature preserve, trails, walkways, picnic tables and picnic areas. *Leydon*, at 342-43.

Because the First Amendment in all contexts “forbids the government to regulate speech in ways that favor some viewpoints or ideas at the expense of others, *Leydon*, at 337 (referred to as the public forum doctrine), (*State v. Linares*, 232 Conn. 345 (1995), citing, *City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789, 804 (1984)), the government may “enforce regulations only as to time, place and manner of expression which are content-neutral, are narrowly tailored to serve significant government interests, and leave open ample alternative channels of communication.” *Id.*, citing, *Perry Educational Assn v. Perry Local Educators’ Assn*, 460 U.S. 36, 45 (1983). Indeed, the right to use a public place for expressive activity may be restricted only for weighty reasons, to serve a compelling state interest and the exclusion is narrowly drawn to achieve that interest. *Leydon* at 337 and 343. “The liberties protected by [the public forum] doctrine derive from the Assembly, as well as Speech and Press Clauses of the First Amendment, and are essential to a functioning democracy...” *Id.*, see generally, *International Society for Krishna Consciousness, Inc. v. Lee*, 505 U.S. 672, 678 (1992).

The court in *Leydon* concluded, “the town has failed to explain why the ordinance’s virtual ban on nonresident is a reasonable time, place or manner restriction on the use of the park by such residents. “Moreover, ... the ordinance is not narrowly tailored to accomplish that end.” *Leydon*, at 346.

More recently the U.S. District Court of Connecticut upheld an ordinance from a federal constitutional challenge when demonstrators associated with “Occupy New Haven” failed to establish that the City Park ordinances were invalid as to time, place and manner and were not content-neutral. *Mitchell v. City of New Haven*, 854 F. Supp. 2d. 238 (D. Conn. 2012). The plaintiffs in *Mitchell* were protesters who erected a tent encampment on a portion of the New Haven Green¹ (the “Green”) to protest economic injustice and inequality in violation of the

¹ The analysis could have been complicated by the fact that the Green was owned by private parties (the “Proprietors”) for public use. While the Proprietors advised the City on questions of how the Green and its trees can be protected, the City maintains the Green and issues permits for its use. Because the parties assumed, for the

City's Ordinances prohibiting structures on the Green, requiring everyone who organizes an event to obtain a permit and which limited the hours in which parks (generally) can be used. The protestors did not obtain the necessary permits. Despite this the City implicitly consented to the protesters presence for months and tried to negotiate with the protesters to limit the erection of the structures for one week at times mutually agreeable to the parties. When the protestors implicitly rejected these terms by remaining on the Green the City provided notice to take down the tent structures. The protestors then sought an injunction claiming their First Amendment federal constitution rights had been infringed.

In determining the constitutionality of the Ordinances, the court relied on the three-part test established in *Clark. v. Cmty. For Creative Non-Violence*, 468 US 288 (1984) for a public forum.

Expressions, whether oral or written or symbolized by conduct, is subject to reasonable time, place, or manner restrictions ...[R]estrictions of this kind are valid provided that they are justified without reference to the content of the regulated speech, that they are narrowly tailored to serve a significant government interest, and that they leave ample alternative channel for communications of the information.

Clark, at 293.

The Mitchell Court concluded that the Ordinance prohibiting people from erecting signs is allowable as a means of maintaining parks "in an attractive and intact condition", and to allow broader accessibility to other members of the public. *Mitchell*, at 250, citing *Clark, supra*, at 298. Additionally, the court concluded that the permit requirement differentiates based on content "only insofar as it distinguishes purely commercial activity - a provisions not at issue in this case" and the restrictions on nighttime use of the park do not distinguish among types of use at all. Therefore, these regulations were also determined to be content neutral. *Mitchell*, at 250. The court also determined that the Ordinances were narrowly tailored to achieve the significant public interest.

Requiring permits is clearly essential to the coordination of activities in the City's parks. Policies that allow the placement of structures and signs and overnight use of the Green only when those would not conflict with other uses or interfere with public health, safety or general enjoyment of the Green - the only factors relevant during the permits process - are also not substantially broader than necessary to achieve the City's interests.

Mitchell, at 252

sake of the motion, that the Green is a public forum, the larger issue of limiting speech on private property did not need to be addressed.

As to the third test that the Ordinances leave ample alternative channels for the communication of the information, the *Mitchell* court concluded that the ordinances “leave plenty of alternative channels”. Nothing in the Ordinances suggested that once the protestors obtained a permit they would not be able to continue to demonstrate on the Green, without their tents and during the day. Additionally, if they felt tents were necessary, they similarly could apply for a permit which allows this, at which point the Parks Director is to use his/her best efforts to offer an alternative location acceptable to the plaintiff. Because the First Amendment does not guarantee the right to communicate ones’ views at all times and places or in any manner desired, and the Ordinances provide alternatives, they were constitutionally sound.

In *State v. Ball*, 260 Conn. 275 (2002), the court considered the constitutionality of C.G.S. § 53a-183a, Connecticut’s Hunter Harassment Act (“Act”) to the Tunxis State Forest Wildlife Management Area (“Park”) in Hartland, Connecticut. The Act prohibits the obstruction or interference with the lawful taking of wildlife. The defendants attempted to stop a person with a valid archery license from hunting in the Park and the defendants were convicted of violating the Act.

Because the Park was public property, which the State opened for the use by the public as a place for expressive activity, it determined the park - a state forest and undeveloped state park - was a nonpublic forum. Undeveloped state forest are defined by their lack of any facilities for public assembly or interaction, and by the state’s efforts for keep state forests and undeveloped state parks undisturbed and undeveloped. The mere fact that state forests and undeveloped state parks are appealing locations for those seeking to convey a message does not make them public fora. *Ball*, at 287. The standard used for determining the constitutionality of a restriction for a nonpublic form is the standard applied in the traditional public forum. Reasonable time, place and manner restrictions are permissible, and a content-based prohibition must be narrowly drawn to effectuate a compelling state interest. *Ball*, at 283.

The *Ball* court looked to other Supreme Court cases in which it identified several state interests as significant in the context of restrictions on speech: “state interests in ballot integrity and political stability”; *Timmons v. Twin Cities Are New Party*, 520 U.S. 351, 369-70 (1997); “having an undisputed school session conducive to the students’ learning”; *Grayned v. Rockford*, 408 U.S. 104, 119 (1972); “the sufficiency of sound amplification at band shell events”; *Ward v. Rock Against Racism*, 491 U.S. 781, 796, and “maintaining the parks in the heart of [Washington C.D.] in an attractive and intact condition ...” *Clark v. Community for Creative Non-Violence*, 468 U.S. 288, 296 (1984). As to the Act, the *Ball* court concluded that the state’s interest in public safety, raising revenue, wildlife management and protection of the right of citizens to hunt, are as significant as the interests identified in the aforementioned cases.

The court also determined that the Act was narrowly tailored to further the state’s significant interests of taking game. Finally, the court concluded that that Act leaves open sufficient

means of communication to deliver their anti-hunting message because their speech was only restricted to the degree necessary to prevent interference with taking game.

Under the federal constitution analysis, both the Cotton Hollow and Great Pond Preserves (the "Preserves") are likely to be determined to be either public forums or nonpublic forums. Consequently, with regard to the federal constitutional analysis, scrutiny will be employed in determining whether the restrictive ordinances reach a substantial amount of constitutionally protected conduct. Under these circumstances, the government may "enforce regulations only as to time, place and manner of expression which are content-neutral, are narrowly tailored to serve significant government interests, and leave open ample alternative channels of communication." *Leydon*, at 337, citing, *Perry Educational Assn v. Perry Local Educators' Assn*, 460 U.S. 36, 45 (1983). The Town Ordinances, restricting non-residents from the Preserves are not limited in time, place and manner. As the Town Ordinances are written, it is difficult to mount an argument that the exclusion of non-residents serves a compelling state interest or that such exclusion is narrowly drawn to achieve that interest. The Town Ordinances therefore, if challenged, are likely to be found unconstitutional under the First Amendment of the US Constitution.

II. State Constitutional Analysis

In *Leydon*, plaintiff also claimed that the ordinance violated article first, §§4, 5, and 14 of the state constitution. Noteworthy is that "the Connecticut constitution, under articles first, §§4, 5, and 14, provides greater protection for expressive activity than that provided by the first amendment to the federal constitution." *Leydon*, at 347; citing *State v. Linares*, supra, at 232 Conn. 380-81.

In determining whether the CT. constitution afforded greater free speech rights on public property than the federal constitution, the court in *Linares* considered various "tools of analysis" used by different courts. It rejected the commonly used forum approach, referenced above, and instead adopted a "compatibility" test. *Linares*, at 380. Under the compatibility test, the crucial question is whether the manner of expression is basically incompatible with the customary use of the property at the time in question. Under that standard, the "state cannot restrict a person's access to public property unless that person intends to engage in expressive activity that is 'basically incompatible' with the customary use of the property at the time in question." *Leydon*, at 348. "The goal of this test is to maximize the speech which the government is constitutionally required to tolerate consistent with the needful use of its property." *Id.*

In *Leydon*, the court concluded that the ordinance prohibiting non-residents from the public property was a violation of the state constitution because it "sweeps within its proscription conduct protected by ... [state constitutional principles of freedom of expression and association], namely to associate with others at the park and exchange ideas and information" *Leydon*, at 575, (Internal quotation marks omitted). These activities would include sitting or walking on the beach in an expressive T-shirt, distributing literature or pamphlets in parking

lots, along walkways, soliciting signature for a cause, etc. These activities can be compared with the activities in *Linares*, who unfurled a large pink banner and hung it from the gallery railing behind the CT. Governor while the governor gave a speech regarding the budget to the General Assembly. Linares was convicted of a misdemeanor because this conduct interfered with the work of the General Assembly. The plaintiff challenged her conviction and the constitutionality of the statute. The court concluded that the challenged statutory provision (C.G. S. § 2-1d(a)(2) et. seq.),² properly restricted expression that was “basically incompatible” with the business of the General Assembly. Because the plaintiff’s conduct prevented the General Assembly from conducting its business in a reasonably efficient manner, such conduct was basically incompatible with the business of the General Assembly. Consequently, the statute did not violate the constitution

With regard to the Preserves, the crucial question is whether the manner of expression is basically incompatible with the customary use of the property at the time in question. Under that standard, the “state cannot restrict a person’s access to public property unless that person intends to engage in expressive activity that is ‘basically incompatible’ with the customary use of the property at the time in question. It is difficult to understand how prohibiting non-residents access to the Preserves is compatible with the customary usage of the Preserves - namely to associate with others at the park and exchange ideas while observing natural features and wildlife. Similar to *Leydon*, imposing the restriction on non-residents will prevent the non-residents from associating with others at the park and exchange ideas and information. These activities would include sitting or walking in the Preserves in an expressive T-shirt, distributing literature or pamphlets in parking lots and along walkways and soliciting signatures for a cause, etc. The Town Ordinances are therefore, likely to be in violation of the state constitution because it “sweeps within its proscription conduct protected by ... [state constitutional principles of freedom of expression and association], namely to associate with others at the park and exchange ideas and information” *Leydon*, at 575

² C.G.S. § 2-1(d)(a)(2) make interference with the legislative process a misdemeanor.

From: John Langmaid <johnlangmaid@gmail.com>

Sent: Thursday, October 8, 2020 1:33 PM

To: Thomas P. Gullotta; Deborah Carroll; Lawrence Niland; Mary LaChance; Jacob McChesney; Chip Beckett; Kurt P. Cavanaugh; lillian tanski; Whit C. Osgood; Richard Johnson

Cc: Yola Rondinelli; Corey Turner; Mario DiLoreto; Jessica Wallace; Ellen Saunig; lisa zerio

Subject: Public Comment / 10/13/20 Cotton Hollow Preserve Public Hearing

The following letter is submitted by the town Recreation Commission for inclusion in public comment for the 10/13/20 public hearing.

Dear Chairman Gullotta and Town Councilors,

As members of the Recreation Commission, we are tasked to “maintain, improve and supervise the use of such facilities for recreation as the town may provide and shall administer all funds appropriated for recreation by the town,” (Ord. Sec. 14-17) as well as to supervise the use of the Cotton Hollow Preserve through “regulations established by the commission or as part of a program permitted, approved, or sponsored by the commission,” (Ord. Sec. 14-54). Given these responsibilities, we have followed the Council’s debate over the use of Cotton Hollow Preserve with great interest. As volunteers giving our attention to town parks and recreation programs for the benefit of our community, please accept this letter as a summary of the Recreation Commission’s thoughts on the ordinance language as pertains to the Cotton Hollow Preserve.

The Recreation Commission supports the Council’s Policy and Ordinance Review Sub-Committee recommendation that the ordinance be changed to allow access to non-residents if the Town Council can commit to maintaining the park ranger program in order to foster a safe environment for users.

It is important to note that Cotton Hollow and Great Pond are, under our current ordinances, nature preserves rather than town parks. Thus, they are specifically “intended to be used and enjoyed by guests for the purpose of observing natural features and wildlife with an overall goal of maintaining the preserve in a natural and undisturbed state. Uses other than walking and related nature activities shall be considered prohibited.”

This summer, the Recreation Commission noted a marked increase in misuses of Cotton Hollow (i.e. cliff diving, swimming, and picnicking). This is likely due to an increase in users due to the Covid-19 pandemic, as well as prolonged hot weather. This led to more injuries and emergency calls. The additional impacts to Cotton Hollow and the surrounding area this summer included complaints of littering (such as broken glass), trail damage, noise complaints, and dangerous road conditions due to parking on nearby streets. Because of the safety situation, unfortunately, Cotton Hollow Preserve was closed in July. The Preserve was later reopened in August, with park rangers in place to monitor the preserve upon the reopening.

The park ranger program has been successful. The decision to employ park rangers has led to a marked decrease in emergency calls for first responders, and has likely saved the town money in first responder costs. In addition, the park rangers have been educating the public on the proper use of the preserve along with monitoring and managing the capacity.

Inevitably, the change in the language that the Council is suggesting – to open the Preserve to non-residents - will lead to an increase in visitors to the preserve, raising concerns about capacity and safety. If the Council cannot commit to maintaining the park ranger program, the Recreation Commission fears the ordinance change will only make a challenging situation more dangerous, and will lead to more injuries, misuse, and degradation of Cotton Hollow due to overcrowding. However, the Recreation Commission is hopeful that with adequate funding and maintenance of the park ranger program, the potential risks posed by the ordinance change can be largely mitigated.

Thank you for your kind attention to this correspondence.

Respectfully submitted,

Recreation Commission

John Langmaid, Chair

Yola Rondinelli, Vice Chair

Mario DiLoreto

Jessica Wallace

Corey Turner

Ellen Saunig

susan lauzier

Subject: FW: Cotton Hollow Controversy Question and Solution

From: Glastonbury, CT Webmaster <webmaster@glastonbury-ct.gov>
Sent: Monday, October 5, 2020 3:02 AM
To: Richard Johnson <richard.johnson@glastonbury-ct.gov>
Subject: Cotton Hollow Controversy Question and Solution

Message submitted from the <Glastonbury, CT> website.

Site Visitor Name: Kelly Hogan Mulryan
Site Visitor Email: Hogan.kmh@gmail.com

Good morning,

I am writing as a concerned and equally curious town resident. I'd like to start with thanks for serving the town and residents- I am sure it's not easy. Recent articles, specifically TheCourant state the following " Restricting public access to town-owned parks — an issue that arose this summer as crowds sought refuge in a limited number of destinations — violates people's rights under U.S. and state laws, a legal opinion released Friday says."

My question is how? How if it's town taxpayer funded is it an issue? Why can towns along the shore restrict access to their beaches to non - residents but Glastonbury cannot? I think it's imperative this be explored and explained to the residents of this town because we want to truly understand the difference and as taxpayers deserve that reasonable explanation.

I think, if anything, a reasonable solution is to mirror the town of Westbrook's beach parking situation in which they only allowed residents to park at their lots. Give residents a sticker - proof with i.d even for a nominal one time fee to park. Non residents can have access but can't park there. If somebody says non residents will park on the street - put up no parking signs and enforce laws. If private businesss on the south side see a parking problem tow at owners expense. There has to be restrictions put in place for everyone-no coolers etc etc. the area is ruined at times because some use it as a party destination.

Another example is the beach in old Saybrook - you need a parking pass saying you're a resident - I was just there with a resident - again how is it any different?

At the end of the day, hear residents voices and at the very least explain in detail why something that works in other towns can't work here. It is owed to the taxpayers.

Kindly,
Kelly Hogan Mulryan
Lindsay Lane

Glastonbury CT ***** This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Scanned by the Clearswift SECURE Email Gateway. www.clearswift.com



Town of Glastonbury

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

PUBLIC HEARING NO. 2
10-13-2020 Meeting

Richard J. Johnson
Town Manager

October 9, 2020

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Cotton Hollow Mill

Dear Council Members:

This is a proposal for Town purchase and preservation of the Cotton Hollow Mill Site as outlined on the attached page. A copy of the formal Agreement between the Town and property owners, Amy Rio and William Carter, is attached and summarized as follows:

- Acreage – 1.01±-acre parcel as outlined on the attached page adjoining Cotton Hollow Preserve to the east
- Purchase Price - \$225,000
- Town/designee granted two-year access through drive from Cotton Hollow Road for repairs and updates to Mill and site
- Limits residential development to one home
- Protective fencing, landscape buffer and restore lower northwest wall and site of existing Mill
- Boundary Survey and Environmental Analysis subject to Town satisfaction
- Tree removal to prevent damage to Mill walls
- Ongoing access (after two years) through farm road
- Council public hearing(s) and action by November 11, 2020
- Closing on or by December 4, 2020

The proposal satisfies goals and objectives of the Plan of Conservation & Development. Specifically, preservation of historic structures, neighborhoods and streetscapes; maintaining a balance of historic preservation and development in an equitable way; policies that preserve, protect and celebrate the historical assets of the Town.

Should this acquisition proceed, fencing and signage will be required as a recommended best practice by the Town's Loss Control advisors and as required by the Town Building Official. Acquisition will not influence the Town's current insurance cost.

By action at respective meetings on Tuesday, October 6 2020, the TP&Z approved a favorable recommendation per CGS Section 8-24 and the Board of Finance a favorable recommendation for a \$225,000 appropriation and transfer from the General Fund to Capital Projects – Land Acquisition. When discussing this topic, the Board of Finance expressed concern for future costs to the Town for fencing, landscaping, tree removal and possible maintenance of the stone walls. I was asked to convey these concerns to the Council.

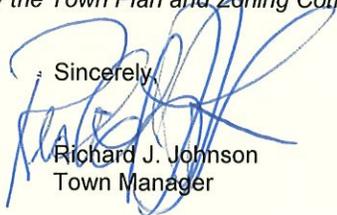
This matter is scheduled for Council public hearing and action as applicable on Tuesday evening and additional information can be provided as may be requested.

Lastly, the Glastonbury Historic Society and others have expressed support for acquisition and preservation of the Mill walls and I expect the Society to actively pursue fund raising for restoration, site improvements and other work over coming years.

The following is provided for Council consideration on Tuesday evening:

"BE IT RESOLVED, that the Glastonbury Town Council hereby approves Town acquisition of the Cotton Hollow Mill site in accordance with the Purchase and Sale Agreement dated September 22, 2020 and a \$225,000 appropriation and transfer from the Capital Reserve-Unassigned Fund Balance to Capital Projects-Land Acquisition for the acquisition, as described in a report by the Town Manager dated October 9, 2020 and as recommended by the Town Plan and Zoning Commission and the Board of Finance."

Sincerely,


Richard J. Johnson
Town Manager

RJJ/sal
Attachments

Execution Version

AGREEMENT FOR SALE AND
PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into as of this 22nd day of September, 2020, by and between AMY F. RIO and WILLIAM M. CARTER, individuals with a place of residence in the Town of Glastonbury (together, the "Seller"), and the TOWN OF GLASTONBURY, a municipal corporation duly existing under the laws of the State of Connecticut and having its territorial limits within the County of Hartford (the "Purchaser").

WITNESSETH:

That Seller, in consideration of the promises of Purchaser hereinafter contained, does hereby promise and agree to and with Purchaser that, immediately upon the faithful performance of Purchaser's agreement hereinafter made, Seller will at Closing (as hereinafter defined), make and deliver to Purchaser a good and sufficient warranty deed (the "Deed"), containing the usual covenants in such deeds, free and clear of all encumbrances except as set forth in Schedule B attached hereto, of that certain piece or parcel of land, together with all buildings and improvements thereon and appurtenances thereto, situate, lying and being in the Town of Glastonbury, County of Hartford and State of Connecticut, consisting of a parcel that is approximately 1.01 acres, with an address of Cotton Hollow Road, being a portion of Assessor's parcel Map ID: E11/1460/N0004E, and more particularly described on Schedule A attached hereto and made a part hereof (the "Premises"). The Premises are together with a right of way, a restriction against building additional dwellings, and a no building zone restriction as more particularly described in Schedule A. Seller shall retain 3.28 acres of land ("Seller's Retained Property"), as shown as "[REVISED #203 COTTON HOLLOW ROAD AREA REVISED LOT AREA = 3.28± Ac. 143,000± S.F.]" on the map identified in Schedule A (the "A-2 Survey").

IN CONSIDERATION WHEREOF, Purchaser does hereby promise and agree to and with Seller that Purchaser shall pay to the Seller the sum of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the "Purchase Price") being the amount of purchase money hereby agreed upon for the Premises, payable in the following manner: (a) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (the "Deposit"), to be deposited with and to be held in escrow in a non-interest bearing account by the firm of Shipman & Goodwin LLP (the "Escrow Agent"), upon the execution of this Agreement, and subject to Escrow Agent's terms set forth in Schedule C attached hereto, and (b) the balance, subject to adjustments as hereinafter set forth, being Two Hundred Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$222,500.00), by wired funds or municipal check drawn on the account of the Town of Glastonbury at Closing.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. No Real Estate Broker. Purchaser represents that it is not the customer of any real estate agent or broker for the purchase of the Premises and that no such agent or broker brought the Premises to its attention. Seller represents that the Premises are not subject to any listing agreement between Seller and a real estate agent. Seller agrees to be solely responsible for any claim for a commission by a real estate agent with respect to the Premises and to indemnify and hold Purchaser harmless as against any such claim. The provisions of this section shall survive the Closing or termination of this Agreement.

2. Title. The Premises shall be conveyed by the Deed and free and clear of all encumbrances, except as set forth on Schedule B. In the event that upon examination of title Purchaser finds that the Premises are not free and clear of all encumbrances, except as set forth on Schedule B, or that title to the Premises is not good and marketable and insurable (in accordance with the Standards of Title of the Connecticut Bar Association and §§ 47-33b

Deed, Seller shall also deliver to Purchaser: (a) an owner's affidavit acceptable to Purchaser's title insurance company; (b) signed conveyance tax return along with conveyance taxes owing; and (c) any other document reasonably requested by Purchaser or Purchaser's title insurance company.

6. Assessments. Any assessment, including, without limitation, municipal assessments or liens imposed against the Premises prior to the date of this Agreement, and any assessment or lien hereafter imposed for any improvements completed prior to this Agreement or in progress at the Premises on the date of this Agreement, shall be the obligation of Seller, and Seller shall pay such assessment, in full, at or prior to the Closing; or at Purchaser's option, Purchaser may assume and agree to pay such assessment and receive a credit against the Purchase Price for the amount so assumed.

7. Intentionally omitted.

8. Inspections. Purchaser shall have the right on or before 5 PM on November 10, 2020, at its expense, to conduct any inspections of the Premises it deems necessary, including but not limited to an environmental analysis of the Premises. To the extent permitted by law, Purchaser shall indemnify and hold Seller harmless from liability from any damage or injury to the Premises caused by the performance by Purchaser or its agents or employees of the inspections; provided Purchaser shall have no liability for pre-existing conditions discovered by any inspections or for any diminution in the value of the Premises resulting therefrom and no liability related to any disclosure of information made under the provisions of the Freedom of Information Act.

If any of the findings of the inspections are unsatisfactory to Purchaser, in its sole discretion, or for no reason, or if there is a finding of any environmental contamination on the Premises, Purchaser shall notify Seller in writing of the same, along with a copy of the report(s),

and Purchaser shall have the option to terminate this Agreement. Seller shall be entitled to remedy the problem, if such remedy or remediation can be completed to Purchaser's sole satisfaction on or before such time as the parties mutually agree, with this Agreement modified accordingly. If Seller chooses and/or is not able to do so, then Purchaser may either take the Premises in its present condition and shall assume the responsibilities therefore, or Purchaser may terminate this Agreement and shall be entitled to the return of all monies paid pursuant hereto, and all rights and duties of the parties hereunder shall cease, except for any continuing obligations as provided in this Agreement, including but not limited to the provisions above for Purchaser holding harmless and indemnifying Seller from the liabilities described above, which shall survive the termination (or Closing) of this Agreement, but only for those claims which are made within one (1) year of the termination of this Agreement or Closing and until such claims have been resolved.

9. Delivery of Possession; Ruins. (a) Seller shall deliver exclusive possession of the Premises to Purchaser at the Closing, free and clear of any and all tenants, in the same condition, subject to ordinary wear and use, as they are on the date of this Agreement. The parties acknowledge that the Cotton Hollow Mill ruins existing on the Premises ("Ruins") are of primary importance to Purchaser in purchasing the Premises, and Seller shall not demolish or remove the Ruins, any improvements, stones or parts thereof or materials located on the Premises as of September 22, 2020, and Seller shall not allow the same by a third party or agent of Seller. Seller shall retain ownership of the stones on Seller's Retained Property. In the event the Ruins are totally or partially destroyed by casualty or any other reason unrelated to actions of Purchaser or its agents prior to Closing, Purchaser shall have the right to terminate this Agreement, in which event the Deposit shall be returned to Purchaser and all rights and duties of

the parties hereunder shall cease, except for any continuing obligations as provided in this Agreement.

(b) Seller shall withdraw its application for a demolition permit with regard to the Ruins promptly following the approval of this Agreement by the Town Council.

10. Risk of Loss. Except for the matters for which Purchaser has agreed to indemnify Seller in Section 8, Seller shall bear the risk of loss and liability to person or property with respect to the Premises until the Closing.

11. Default. If Purchaser fails to perform any of the obligations herein imposed on it, and Seller is not in default, Seller shall, as its sole remedy, retain as liquidated damages and not as a penalty the Deposit, and Purchaser shall forfeit all rights it may have to the Premises by virtue of this Agreement, and all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end, except for any continuing obligations as provided in this Agreement.

12. Usage. Whenever used, and as the context may require, the singular number shall include the plural, and the plural the singular.

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

14. Entire Agreement. This Agreement contains the entire agreement by and between the parties hereto affecting the Premises and supersedes any and all previous agreements, written or oral, between said parties and affecting the Premises, but not including the application of any municipal ordinances or police power, which are not affected by this Agreement.

15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns, successors, administrators and executors.

16. Governing Law. This Agreement is and shall constitute a contract under and is to be construed and enforced in accordance with the internal laws of the State of Connecticut.

17. No Modification without a Writing. This Agreement may not be changed orally, but only by a writing executed by Seller and Purchaser.

18. Counterparts. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same Agreement. The parties agree that facsimile or electronic signatures (including DocuSign or similar platforms) shall be deemed to be effective and legally binding upon the parties hereto.

19. Notices. Any written notice that either party desires to give to the other party shall be hand delivered, or sent by email, or sent by prepaid U.S. mail, or sent by overnight delivery by a nationally recognized courier service to the other party at the following address:

SELLER:

Amy F. Rio and William M. Carter
17 School Street
Glastonbury, CT 06033
Email: amy.executive@gmail.com

with a copy to:

Attention: _____
Email: _____

PURCHASER:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

Attention: Richard J. Johnson, Town Manager
Email: richard.johnson@glastonbury-ct.gov

with a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Attention: Mary Jo Andrews, Esq.
Email: mandrews@goodwin.com

or to such other address or to the attention of such other person as hereinafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given (a) in the case of hand delivery, at the time of such hand delivery, (b) in the case of overnight delivery service, on the next Business Day, (c) in the case of U.S. mail, three (3) Business Days after postmarked, and (d) in the case of email transmission, on the Business Day so delivered if delivered by 5:00 PM, otherwise the next Business Day. "Business Day" shall mean any day of the week other than a Saturday, Sunday, federal holiday or legal holiday in the State of Connecticut.

20. Rules of Construction. Seller and Purchaser acknowledge each to the other that each and its respective counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

21. FIRPTA. Seller represents to Purchaser that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code. Seller shall execute and deliver a FIRPTA form at Closing.

22. COVID-19. If any party shall need additional time to meet an obligation or deadline set forth in this Agreement due to the COVID-19 pandemic, such party shall have a reasonable time extension taking into consideration the circumstances. This Section shall survive the Closing.

23. Landscaping. At its sole cost and expense, within two (2) years following Closing, Purchaser shall install on Seller's Retained Property landscaping, substantially similar to the landscaping shown on Schedule D attached hereto and designated as Option 2. To the extent assignable, all warranties on such landscaping materials shall be assigned by Purchaser to Seller. Following such installation, ongoing maintenance and replacement of such landscaping shall be the right, but not the obligation, of Seller, and Purchaser shall have no obligation therefor. This section shall survive the Closing.

24. Fencing. At its sole cost and expense, within two (2) years following Closing, Purchaser shall install (i) on Seller's Retained Property to the west of the common boundary line with the Premises decorative fencing, which decorative fencing shall be chosen by Seller from among the options shown on Schedule E attached hereto, and (ii) on the Premises on the north, south and east sides of the Ruins a chain link fence. Such fencing shall completely enclose the Ruins. Such fencing shall incorporate signage for the purpose of discouraging trespassing on Seller's Retained Property and the Premises. Following such installation, Purchaser shall maintain such fencing in good condition and repair, subject to normal wear and tear, in perpetuity. This section shall survive the Closing.

25. Tree Removal. At its sole cost and expense, within two (2) years following Closing, Purchaser shall have the right to remove trees located on Seller's Retained Property, which trees may threaten the Ruins. Purchaser shall propose to Seller for Seller's approval which trees shall be removed, and Seller's approval shall not be unreasonably withheld. This section shall survive the Closing.

26. Restoration of Ruins. At its sole cost and expense, within two (2) years following Closing, Purchaser shall restore the northwest corner of the wall of the Ruins and the

surrounding area to the extent practicable, substantially in accordance with the rendering attached hereto as Schedule F. This section shall survive the Closing.

27. Timeframe for Completion of Purchaser's Obligations/Relocation of Existing Right of Way. The Owner(s) (as hereinafter defined) shall provide reasonable use and access to Purchaser of the Existing Right of Way (as hereinafter defined) for two (2) years from Closing for purposes of Purchaser being able to fulfill Purchaser's rights and obligations set forth in Sections 23 through 26 above. If at any time within such two (2) year period Owner(s) must interfere with Purchaser's use of the Existing Right of Way for purposes of Owner(s) building a replacement dwelling or improving the existing dwelling on Seller's Retained Property, Owner(s) shall have the right to relocate the Existing Right of Way as more particularly described in Schedule A hereto. This section shall survive the Closing.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase of Real Estate as of the day and year first above written.

SELLER:

Amy Rio dotloop verified
09/22/20 6:44 PM EDT
U2NW-XMTQ-8DME-2DZZ

Amy F. Rio

Date: _____

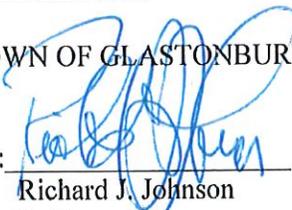
William M Carter dotloop verified
09/22/20 8:12 PM EDT
3UTY-2BKR-VIN5-9G2P

William M. Carter

Date: _____

PURCHASER:

TOWN OF GLASTONBURY

By:  _____

Richard J. Johnson
Its Town Manager

Date: 9-23-2020

SCHEDULE A

Legal Description of the Premises

Portion of M/B/L: E11/1460/N0004E Cotton Hollow Road, Glastonbury, Connecticut

A certain piece or parcel of land, situated in the Town of Glastonbury, County of Hartford and State of Connecticut, located to the rear of Cotton Hollow Road, a private roadway, and more particularly shown on the map attached to this Schedule A (the "A-2 Survey") as: "PARCEL A" 1.01± Ac. PARCEL TO BE CONVEYED TO THE TOWN OF GASTONBURY FROM AMY F. RIO & WILLIAM M. CARTER TO FORM ONE CONTIGUOUS PARCEL WITH OTHER LAND OF THE TOWN OF GLASTONBURY". Said attached A-2 Survey is entitled "PROPERTY BOUNDARY - LOT LINE REVISION SURVEY SHOWING PROPERTY OF: AMY F. RIO & WILLIAM M. CARTER CONVEYANCE OF "PARCEL A" TO BE ACQUIRED BY THE TOWN OF GLASTONBURY 203 COTTON HOLLOW ROAD & LOT N0004E GLASTONBURY, CONNECTICUT SHEET NO. 1 OF 1 DATE: 9-02-2020" prepared by the Town of Glastonbury.

TOGETHER WITH the right for Purchaser and its agents to use an existing right of way for a two (2) year period following Closing, the location of which right of way is generally shown on the A-2 Survey as: "TEMPORARY 2 YEAR RIGHTS TO INGRESS AND EGRESS TO BE GRANTED TO THE TOWN OF GLASTONBURY FOR THE PURPOSE OF MAINTENANCE AND UPKEEP OF "PARCEL A" " (the "Existing Right of Way"). The purpose of the Existing Right of Way is for Purchaser and its agents to have access from Cotton Hollow Road to the Premises for the installation, maintenance, repair and replacement of fencing, for maintenance and repair of the Ruins, for the removal of trees threatening the Ruins, for installing landscaping, all as described in Sections 23 through 26 of this Agreement, and for maintenance of the Premises. The Existing Right of Way shall not be for the purpose of public access or use. During such two (2) year period the Owner(s) shall have the right to relocate the Existing Right of Way as set forth below.

Notwithstanding the foregoing, in the event Purchaser's obligations as described above are not completed within such two (2) year period, the Owner(s) (as hereinafter defined) shall continue to provide such access on a month-to-month basis until the Owner(s) terminate such access; provided, however, that at such time the Owner(s) shall provide Purchaser with no less than thirty (30) days' written notice of the end of Purchaser's right to use the Existing Right of Way (the "Discontinuation Notice").

In the event Owner(s) seek to relocate portions of the Existing Right of Way to accommodate Owner(s) construction work on Owner(s)' property, Owner(s) shall give Purchaser no less than thirty (30) days' notice of such relocation and such relocation shall result in a right of way that is not materially less functional to Purchaser than the Existing Right of Way. In the event of such relocation, the term "Existing Right of Way" shall mean as relocated.

With regard to its use of the Existing Right of Way, Purchaser shall:

1. Except in the event of an emergency, provide forty-eight (48) hours advance written notice to the owner(s) of the land upon which the Existing Right of Way is located (the "Owner(s)") of Purchaser's or its agent's planned use of the Existing Right of Way. Such notice shall be sent by email to amy.executive@gmail.com

so long as Seller's Retained Property is owned by Seller. Thereafter such notice shall be sent by email to the Owner(s) if such email address is available. Otherwise, such notice shall be hand-delivered, mailed or sent by overnight delivery to Owner(s) at 203 Cotton Hollow Road, Glastonbury.

2. Indemnify, defend and hold harmless the Owner(s) from and against any and all claims, actions, losses, judgments, costs, liabilities and damages (including reasonable attorneys' fees) arising from the use of the Existing Right of Way by Purchaser, its employees or agents and the negligence or willful misconduct of Purchaser, its employees or agents.
3. Maintain the following insurance, naming the Owner(s) as an additional insured, and provide to the Owner(s) upon request a certificate of insurance evidencing the same:
 - \$1,000,000 occurrence/\$2,000,000 aggregate for General Liability,
 - \$1,000,000 CSL (combined single limit) on Auto Liability,
 - \$1,000,000 Excess Liability, and
 - Statutory Workers' Compensation limits.

Following the two (2) year period during which use of the Existing Right of Way is in effect, Purchaser and its agents shall continue to require access from Cotton Hollow Road to the Premises for the purpose of maintenance of said fencing and maintenance and repair of the Ruins and the Premises, as limited by the terms set forth herein.

At the end of Purchaser's right to use the Existing Right of Way, Purchaser and its agents shall commence to have the right to use a right of way shown as "PERMANENT RIGHTS TO INGRESS AND EGRESS TO BE GRANTED TO THE TOWN OF GLASTONBURY FOR THE PURPOSE OF MAINTENANCE AND UPKEEP OF "PARCEL A" " on the A-2 Survey (the "Perpetual Right of Way") for access from Cotton Hollow Road to the Premises only for the maintenance, repair and replacement of said fence and maintenance and repair of the Ruins and the Premises. It is the intention of the parties that Purchaser's use of the Perpetual Right of Way shall be infrequent. Purchaser shall only access the Perpetual Right of Way on foot and with light supplies and equipment, if needed. Following each use of the Perpetual Right of Way, Purchaser shall restore the Perpetual Right of Way to substantially the condition it was in prior to Purchaser's use. The provisions of numbered paragraphs 1, 2 and 3 above shall also apply to the Perpetual Right of Way. The Perpetual Right of Way shall not be for the purpose of public access or use.

To evidence the discontinuation of the right to use the Existing Right of Way and the commencement of the right to use of the Perpetual Right of Way, either party may record on the Glastonbury Land Records a CGS Section 47-12a Affidavit with the Discontinuation Notice appended thereto.

Notwithstanding the foregoing, the Owner(s) shall have the right, at any time upon thirty (30) days written notice to Purchaser, to change the location of the Perpetual Right of Way to another location on Owner(s)' land that provides reasonable access to Purchaser from Cotton Hollow Road to the Premises (the "Relocated Right of Way"). Following use of the Relocated Right of Way, Purchaser shall restore the Relocated Right of Way to substantially the condition it was in prior to Purchaser's use. The provisions of numbered paragraphs 1, 2 and 3 above shall also

apply to the Relocated Right of Way. The Relocated Right of Way shall not be for the purpose of public access or use.

To evidence the discontinuation of the right to use the Perpetual Right of Way and the commencement of the right to use of the Relocated Right of Way, the parties shall both sign and shall record on the Glastonbury Land Records an amendment to this Right of Way.

AND TOGETHER WITH a restriction, in favor of Purchaser, against building an additional dwelling on the Seller's Retained Property. By way of clarification, there shall be only one (1) dwelling located on Seller's Retained Property.

AND TOGETHER WITH a restriction, in favor of Purchaser, against the building or locating of any structures within the area shown as "PROPOSED 10' "NO BUILD ZONE" AREA" on the A-2 Survey.

Purchaser shall have the right to enforce, by injunction or otherwise, the appurtenant rights and restrictions set forth in this Schedule A.

SCHEDULE B

The Premises are subject to the following:

1. Any and all provisions of any governmental regulation, municipal ordinance;
2. Taxes to the Town of Glastonbury, not yet due and payable, which taxes Purchaser agrees to assume and pay as part consideration for the Deed; and
3. The obligations of Purchaser as set forth in Sections 23 through 26 of this Agreement.

SCHEDULE C

1. Escrow Agent Standard of Care. Escrow Agent shall not be liable for any act it may do or omit to do as escrow agent hereunder while acting in good faith and in the exercise of its best judgment. Escrow Agent is hereby expressly authorized to comply with and obey any and all orders, judgments, or decrees of any court relating to this Agreement, and if Escrow Agent obeys or complies with such order, judgment or decree, it shall not be liable to either Seller or Purchaser or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside or vacated, or found to have been entered without jurisdiction.

2. Reliance by Escrow Agent. Escrow Agent shall be entitled to rely, without liability therefor, upon any certificate or other document or other communication believed by it to be genuine and correct and to have been signed by the proper officer or person. In particular, but without limitation, Escrow Agent shall have no duty of any nature to investigate the accuracy of any notification from either party.

3. Dispute Regarding Deposit. If any dispute shall arise as to the rights of Purchaser or Seller to the Deposit, the Escrow Agent may (i) commence an interpleader or similar action and deposit the escrow proceeds into court, or (ii) retain the escrow proceeds pending either a settlement of the dispute or a final determination of the rights of the respective parties to the escrow proceeds made by the court. During the course of any dispute involving litigation, the Escrow Agent may also deposit the escrow proceeds with the clerk of the court and, thereupon, the Escrow Agent shall stand fully relieved and discharged of any further liability or duties hereunder.

SCHEDULE D

Landscaping

		<p>Prepared by benesch Landscape Architects 100 North Main Street New Britain, CT 06110 860.234.1100</p> <p>LADA, P.C. Landscape Architecture 200 Main Street, 2nd Fl. New Britain, CT 06110 860.234.1100</p> <p>Project No. </p> <p>MILL WALL ANALYSIS PLANTING PLAN OPTIONS COTTON HOLLOW ROAD CLANTONBURY, CT</p> <table border="1"><thead><tr><th>NO.</th><th>DATE</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table> <p>PLANTING PLAN - OPTION 1 Scale: 1" = 20'</p> <p>PLANTING PLAN - OPTION 2 Scale: 1" = 20'</p>	NO.	DATE																		
NO.	DATE																					
<p>View of Planting Plan Option 1 from Corner of Existing House.</p>	<p>View of Planting Plan Option 2 from Corner of Existing House.</p>																					

SCHEDULE E

Fencing Options

8/18/2020

Montage - Ameristar Fence Products

AMERISTAR
ASSA ABLOY

Fence Products

Product Selector

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All Products

Residential Solutions

Business Solutions

Specs & Drawings

Architects Corner

SEARCH

Fence Products x

Montage

Montage Plus

Montage Commercial

Montage II

Aegls Plus

Aegls II

Aegls II Xtreme

Echelon

Echelon Plus

Echelon II

Stalwart

Stalwart Optima

Stalwart IS

Stalwart II

Impasse II

Matrix

Matrix Alpha

WireWorks Plus

WireWorks Anti-Climb

Gate Products +

Montage

6 FT map



Majestic Style



Leading Residential Fence

Our Montage line of ornamental fences is the leader in residential steel fencing. The styles available with the Montage give a residence the elegant look of wrought-iron fencing without the expensive maintenance demanded by traditional wrought-iron.

Montage Pool, Pet & Play

Our Montage Pool, Pet and Play (PPP) is an ideal choice for a dog fence, pool fence or child safety fence. It was created to combat safety concerns in these applications. The primary difference in Montage PPP is the 3" airspace between pickets.

Fence Products x

- Montage
- Montage Plus
- Montage Commercial
- Montage II
- Aegle Plus
- Aegle II
- Aegle II Xtreme
- Echelon
- Echelon Plus**
- Echelon II
- Stalwart
- Stalwart Optima
- Stalwart IS
- Stalwart II
- Impasse II
- Matrix
- Matrix Alpha
- WireWorks Plus
- WireWorks Anti-Climb

Gate Products +

Echelon Plus

See full map



Majestic Style



Premium Residential & Light Commercial Aluminum Fence

Echelon Plus aluminum fencing is the highest quality residential and light commercial ornamental aluminum fence in the industry. The ForeRunner rail allows this aluminum fence system to follow changes in elevation while maintaining security under the fence. The Echelon Plus also has a good neighbor profile and the look of wrought-iron and unlike traditional aluminum fences that have unsightly screws or rivets.

Echelon Plus Puppy Panel



Fence Products

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Contact Us

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Log In



All Products Residential Solutions Business Solutions Specs & Drawings Architects Corner

SEARCH

Fence Products X

- Montage
- Montage Plus
- Montage Commercial
- Montage II
- Aegis Plus
- Aegis II
- Aegis II Xtreme
- Echelon
- Echelon Plus
- Echelon II**
- Stalwart
- Stalwart Optima
- Stalwart IS
- Stalwart II
- Impasse II
- Matrix
- Matrix Alpha
- WireWorks Plus
- WireWorks Anti-Climb

Gate Products +

Echelon II

8 ft option



Genesis Style



Industrial & Security Aluminum Fence

Echelon II is the strongest and most durable aluminum fence available in the industry. The ForeRunner rail design enables this fence to have several attributes uncommon to typical aluminum fences. Echelon II aluminum fence has a unique post design with an internal reinforcing web which increases the strength of the overall fence significantly.

Features

- o Internal Locking System
- o Reinforced Webbed Rail

Fence Products X

- Montage
- Montage Plus
- Montage Commercial
- Montage II
- Aegls Plus
- Aegls II
- Aegls II Xtreme
- Echelon**
- Echelon Plus
- Echelon II
- Stalwart
- Stalwart Optima
- Stalwart IS
- Stalwart II
- Impasse II
- Matrix
- Matrix Alpha
- WireWorks Plus
- WireWorks Anti-Climb

Gate Products +

Echelon

G. P. May



Majestic Style



Residential Aluminum Fence

Our Echelon line of residential decorative aluminum fence is best known for its outstanding strength, derived from a unique ForeRunner rail design. The ForeRunner rail allows this aluminum fence to follow changes in elevation while maintaining a secure distance under the fence. The Echelon rail also has an internal reinforcing web that allows the fence to take more abuse than conventional ornamental aluminum fences.

Features

SCHEDULE F

Restoration of Ruins





Town of Glastonbury

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

ITEM NO. 3(A)
10-13-2020 Meeting

Richard J. Johnson
Town Manager

October 9, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Capital Improvement Program

Dear Council Members:

The attached pages summarize the status of some 60± Capital Projects funded primarily through the Capital Reserve Fund. As noted, each is proceeding successfully including new projects funded effective July 1, 2020. The report also lists the recently completed projects for Town and School infrastructure. The report is provided for your information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard J. Johnson", is written over the typed name and title.

Richard J. Johnson
Town Manager

RJJ/sal
Attachment

**CAPITAL IMPROVEMENT PROGRAM
STATUS REPORT
OCTOBER 2020**

IN PROGRESS

Academy Improvements

Improvements for Recreation administrative offices, Information Technology, Probate Court, Facilities Maintenance, cafeteria upgrades and various recreation spaces complete and successfully operating. Pending improvements include gymnasium (floor, bleachers, finishes and HVAC), kitchen and Williams Memorial.

Building Security

Facility related work as suggested by independent security audit by HD Segur largely complete with some additional work continuing as identified through further analysis.

Facilities Study

This project was funded through \$70,00 allocated effective July 1, 2020. The scope is to review use of space at selected Town and School facilities. Given limited access to Town and School buildings and particularly schools, analysis has not started.

Disaster Preparedness and Recovery

Improvements made possible through multi-year capital funding include.

- Emergency Operating Center (EOC) relocated to the Academy complex.
- Update to Police Department backup EOC complete.
- New generators and circuits (as applicable) at Town Hall, Gideon Welles, SMS, GHS, Parks Maintenance, Boathouse, RCC, Police Department, Fire Company No 1, and CNG Fueling Station, all complete.
- Portable generator units purchased and available.
- Portable lights purchased and available.
- Solar powered mobile messaging boards received and available.
- Additional smaller portable generators purchased and available.

Additional equipment and supplies identified through recent tropical storm to be added to inventory as current and new funding allows.

Fire Stations Updates and renovations

This is a multi-year capital project to fund upgrades, code compliance, and improvements at fire companies. . Fire Company 1 kitchen, men's' room and women's' room complete and Fire Company 2 men's room complete. Company 3 and 4 work in progress.

Police Communications

Recent upgrades and improvements include:

- Dispatch console and CAD/RMS updates complete to include NEXGEN Public Safety Solutions. COMPLETE.
- New microwave link installations. COMPLETE.
- Independent analysis of future public safety system requirements complete and helping to guide future decisions on system maintenance and upgrades.

- Lease with AT&T finalized for use of communication tower located at PD. Revenues to offset communications system ongoing maintenance/replacement.
- RFQ for ongoing public safety service contract complete. Achieved annual operating savings.
- Continue to consult with our vendor in determining appropriate next steps to replace aging and obsolete components.

Police Facility Window Replacement

Bid process complete. Windows and interior trim installed. Additional work to be completed: outside trim (backordered); interior finish work (dry wall repair, painting). IN PROGRESS

Police Building Renovations

Ongoing project to renovate interior Police Department. Transition to full service police use in January 1983, Projects completed to date include renovations to restrooms and locker rooms. Work to continue to reconfigure space to improve efficiency and replace outdated carpets and finishes.

Fiber Optic Connections

Additional phases planned for FY 2020-20201. Project largely complete.

Land Acquisition

Capital project funding for land acquisition as opportunities present.

Facilities Maintenance Barn

Project substantially complete and successfully in service. Awarded \$320,000 STEAP grant to offset costs. Some fit out continuing.

Revaluation

The 2017 Revaluation project was successfully completed on schedule and within budget. Next revaluation under state statute is scheduled for October 1, 2022 Grand List. Funded through multi-year capital appropriation.

Document Management

Multi year project to scan and electronically file documents for all town operating departments and divisions. Some 600,000 documents scanned to date. Work will continue over coming months to complete project. Some delays result from continuing pandemic.

Town Hall Improvements

This is continuing effort to improve operating efficiency at Town Hall within significant space limitations. Work completed includes renovations to the main level in Town Hall and upgrade to the Revenue Collector's counter. Upgrades to the Building Officials Office and former Customer Reception Area in planning stages. New Customer Service Center is open and well received.

System-Wide Town Building Roof Replacement

This is an ongoing process to replace roofs on Town buildings as applicable. Recently completed projects include Town-owned barns on Old Maids Lane. Examples of previous projects include: Winter Hill Farm, Historical Society, Highway Garage Truck Shed, Fire Company 3 and 4, Police Sally Port, Animal Control Shelter, Fire

Company 2, etc. Future work to include the Williams Memorial Wing of the Academy Complex, structures at the Transfer Station and other municipal buildings.

Clean Renewable Energy Initiative

Energy audit complete. Recommended actions implemented. Recent improvements include:

- Relamping at Town Hall, Police Department and Library. (COMPLETE)
- Energy saving computer software. (COMPLETE)
- Vending misers installed on vending machines. (COMPLETE)
- Replacement of Town Hall air conditioning condensers. (COMPLETE)
- Install gas fired radiant heaters in fire department apparatus bays and replace boilers with smaller, more efficient units. (COMPLETE)
- Upgrade HVAC direct digital control system in Town Hall, Riverfront Community Center, Police, and Welles-Turner Library. (COMPLETE)
- Construct fast-fill natural gas filling station. (COMPLETE)
- LED Parking lights for Welles-Turner Library. (COMPLETE)
- New windows installed in PD Range building. (COMPLETE)
- LED Parking lot lights installed at Riverfront Community Center. (COMPLETE)
- Received Power State Grants of Change Awards for Town Hall, Wastewater and Button ball Lane Schools.
- Received proposals for Renewable Energy Certificates to be purchased through 2019 to support the Sustainable CT Program. Town and school projects approved. Details pending.
- Study for relamping Police Facility exterior lighting underway. (COMPLETE)
- Installed new energy efficient windows in various areas of Academy. (COMPLETE)
- Retro-commissioning Project at Town Hall, Welles-Turner Library, RCC and Police Station. (COMPLETE)
- LED lighting for exterior lights at four Fire Houses and Youth & Family Services and Parking lot at 17 Hebron Ave. (COMPLETE)
- Replacement of interior lights with LED in Purchasing and Payroll. (COMPLETE)
- Proposals for LED installations at Center Green under review with Parks Maintenance Facility and Highway Garage to follow. (IN PROGRESS)
- New heating system designed and installed at Fire Company 2 to achieve energy efficiency (COMPLETE).
- Town Hall qualifies for EnergyStar award designation. Renovated offices received LED fixtures to provide high quality, controllable lighting.
- LED Retrofit for Riverfront Park Phase I and Town Hall parking. (COMPLETE)
- LED Lighting Retrofit at Water Pollution Control Facility. (COMPLETE)
- Installation of interior LED lights in various areas of the Police Facility (COMPLETE) and Town Hall , RCC (underway)

Photovoltaic: Current systems at Town and School facilities generate 1.6 MV annually. Awarded ZREC projects at Hopewell, Buttonball and Naubuc schools and Town Hall. Buttonball School and carports at the Police Facility in process. Solar PV installed at new Facilities barn (100% grant funded) with the Town achieving energy savings and retaining the Renewable Energy Certificates.

Ongoing CIP appropriation for energy projects allows Glastonbury to sustain important initiatives to achieve significant annual cost savings and environmental benefits.

Slocomb Dam

A qualified Consultant was retained and a comprehensive alternatives analysis completed. Alternatives and associated costs were presented to the Town Council. Design and permitting necessary for the preferred dam

removal option was completed and construction is currently in progress. A completion date of late October/ early November 2020 is anticipated.

Bridge Replacement /Rehabilitation

Grant applications have been approved by the CT Department of Transportation for replacement or rehabilitation of 2 Town-owned bridges. The grants will provide 80% reimbursement funding for design and construction on bridges located on Eastern Boulevard and Fisher Hill Road.

- Eastern Boulevard – project complete 2017.
- Fisher Hill Bridge – Construction phase was initiated in April 2020. Completion and road opening expected on or around November 1
- Mill St Bridge- This structure has been deemed eligible for funding under the Federal Local Bridge program and the State Department of Transportation has recently informed the Town of grant application approval for this project. A Consulting Structural Engineer selection process will commence shortly.

Bulky Waste Closure Fund

This is an ongoing capital allocation to the Bulky Waste Closure Fund. First capital allocation of \$50,000 effective July 2020.

Intersection Realignment

This involves preliminary concept design for potential realignment of the Douglas Road, Sycamore Street and New London Turnpike intersection. Consultant selected and has identified options. Additional discussions with State DOT staff necessary to determine scope and specific funding formulas. CONNDOT staff has indicated a willingness to further investigate the feasibility of roundabout construction on New London Turnpike in lieu of traffic signal installation at a newly realigned Rt 17 off ramp intersection with NLT.

Parking and Access Drives

Multi-year capital appropriation for repaving of parking and access drives at Town and School facilities. 2019 work addressed a portion of the Smith Middle School site and the Welles Chapman House property at the corner of Main St and Hebron Ave. Fire Company # 3 complete. Hopewell School site was addressed in its entirety earlier in the 2020 Construction season .

Sidewalk Construction

Contract award has been made for sidewalk construction on Main St (Route 17) for sections between Stockade Rd and Red Hill Dr along with the section between Mallard Dr and the Cider Mill. Completion expected by November 30, 2020. \$300,000 state grant awarded through Community Connectivity Program. Other Sidewalk construction at four separate locations was completed in Spring 2020 on Addison Rd, Bell St, New London Turnpike and Neipsic Rd.

Cedar Ridge Public Water

Project complete and in service. Funded by property owners. Awaiting final closeout costs from Town of Manchester for payment to Manchester and release of available funds to four contributing property owners.

Sidewalk Repair and Maintenance

Second year of a multi-year capital appropriation to support annual operating budget for repair and replacement of sidewalks throughout community. Inspection and priority ratings developed. Repairs to high pedestrian volume locations completed Summer 2020. Annual capital investment \$175,000.

Town-wide Drainage

This project allocates \$100,000 effective July 2019 and July 2020 as the first in a continuing capital allocation to resolve smaller scale drainage projects throughout the community. Specific projects to be determined.

Town Center Improvements

Continuing project to improve Town Center area. Improvements completed include updates to the Building Zone Regulations, new bus shelters, pavement rehabilitation along Hebron Avenue corridor, intersection realignment (roundabouts) at Hebron and NLT and Hebron and House Street and related improvements. Most recently, a raised traffic island was installed at the Hebron Ave/Main St /Daybreak Coffee driveway intersection to reduce pedestrian crossing distance and improve safety for vehicles egressing the driveway. Grant application pending for additional improvements to brick snowshelf areas and resurfacing of Main Street between Rankin Road and New London Turnpike.

Old Maids Lane Water Line

This project provides for extension of the public water line on Old Maids Lane from the Elementary school to the intersection with Tryon Street and along Tryon Street to the Bulky Waste entrance drive. Design and construction by the MDC with materials purchase by the Town. Construction was completed in Fall 2019. Permanent pavement restoration associated with this work will be complete by October 2020.

Annual Paving Program

Milling and paving Contractors have completed work on numerous Town roads per the list developed and posted to the website. Additional work will continue throughout the month of October 2020 such that the entire list is addressed. As in past years, Highway Division staff completed both preparatory and restoration work with actual paving operations performed by a private contractor.

Gen Bicycle/Pedestrian Imprvmt

Funds allocated through the July 2020 Capital Program for initial improvements identified through the BikeWalk Plan.

Highway Division - Heavy Equipment

This Capital Improvement category was established to fund annual or periodic replacement of Highway Division heavy equipment. Past purchases include a paving box, front end loader, street sweeper etc. FY 2019 budget approval allowed for replacement of the Division's aging skid steer loader. Specifications were developed and this machine was purchased in September 2018. FY 2020 budget approvals allowed for purchase of a mini excavator during the summer of 2019. This piece of equipment has also been purchased and delivered. Specifications are currently being developed for purchase of a new Roadside Mower in advance of the 2021 Spring growing season.

Glastonbury Blvd Pavement Rehabilitation

This proposal was recently approved for State grant funding covering 100% of the nearly \$2M construction cost to deep mill and repave Glastonbury Boulevard in its entirety. Project components will also include several substantive pedestrian safety improvements. A Public Information Hearing has been held and Engineering Division staff has completed design. Pending State DOT final plan review, this project will be advertised shortly and construction will take place during the 2020 construction season. Construction was initiated in Summer of 2020 and substantial completion is expected by October 31, 2020 .

Traffic Calming

A multi-year project to improve pedestrian circulation along Main Street corridor and identify traffic calming options throughout the community. Solar speed/radar sign permanently installed on Main Street approaching center north bound. COMPLETE

Reviewing feasibility of installing raised center median along sections of Main Street approaching the center north bound. IN PROGRESS

Rerouted pedestrian bus route from residential connector road (Ripley) to commercial road COMPLETE

Painting shoulder lines on residential connector road (Ripley) in response to speed complaints (IN PROGRESS)

See "Town Center Improvements" above re sidewalk/intersection improvements on Main at Hebron (COMPLETE)

Evaluating options for pedestrian crosswalk at Route 17-Main and Buttonball. Also discussing with State DOT potential for roundabout at this location.

Town Center Traffic/Street Imp

Roundabout construction at House and Hebron Avenue and Hebron Avenue and New London Turnpike complete. Resurfacing of Hebron Avenue, Sycamore to Main complete. Grant pending for improvements to Main Street corridor between Rankin Road and New London Turnpike.

Public Water Service - Uranium

MDC has identified potential water service and costs. Consultant selection complete and working through State Clean Water Fund. Some delays as all regrouped during initial stage of pandemic. Process now under way to include District and Manchester Water.

Addison Park Renovations

Park is in its 26th year of operation. First of a multi-year project to renovate and update facilities in progress. To include bath house, tennis and basketball courts, and pool repairs.

Aquatics Facility

Preliminary analysis of project scope and preliminary cost scenarios complete. Next steps TBD.

Minnechaug Golf Course Improvements

Removal sediment and restoration of the primary irrigation pond next to Hole #9 is complete. Next phase to involve updates to irrigation system in 2021. Kitchen hood modifications are complete. Miscellaneous building improvements completed in August 2020, which included renovation of the pro shop, window replacements, and kitchen repairs. Miscellaneous building improvements including pro shop renovations to continue in 2020. Current year highly successful with 25,000 rounds possible.

Glastonbury Multi-Use Trail

The second off road Multi Use Trail section between Western Blvd and House St is under construction and is progressing well. Substantial completion of the work and subsequent opening to the general public is anticipated by the end of October 2020 . The construction phase of this project is 100% funded through the State Local Transportation Capital Improvement Program (LOTCIP)

Splash Pad

This is a cooperative project with the Rotary Club with estimated costs of \$500,000 with a \$250,000 offsetting contribution by the Rotary Club. Design complete and work scheduled for fall 2021. Given pandemic, Rotary Club will need to modify its contribution schedule but remains committed to the project and a donation of \$250,000.

Park Maintenance Garage

Construction of the new cold storage garage and site improvements are complete. The addition and renovation portion of the project is complete. The chemical storage building has been installed and final electrical work in place.

Welles-Turner Memorial Library

Renovation and addition project approved at referendum November of 2018. Project budget of \$6.5 million with \$2.1 million in grants and community support. State Bond Commission has approved \$1M grant and all requirements of State Library finalized. Competitive bids due on Friday, October 16th. Award of construction contract and work to begin promptly upon review of bid proposals.

Salmon Brook Park

Preliminary indications are that sediment removal and pond restoration work would be very costly and require extensive federal, state and local permitting. Site constraints pose a challenge with respect to the amount of available working area adjacent to the pond. The amount of area on site available for the placement of removed sediments is extremely limited. At this point, there are no plans to move forward with this work.

Outdoor Pool/Park Development

Conceptual design options for a new outdoor pool, complete and presented. Repairs to Grange Pool complete and expected to meaningfully extend useful life.

Street Trees

This is a multi-year capital appropriation with initial funding of \$125,000 effective July 1, 2019. An additional \$125,000 was received effective July 1, 2020. Goal is to identify and complete tree trimming and removal necessitated by prior year drought and invasive insects. Link on website being developed showing phased approach, explaining rights of way, use of GIS, priorities and plan of approach to address timing and phases. Launching January 2021.

Cider Mill

Future improvements could include removal of existing residential structure and construction of a new barn-like facility to support ongoing lessee and overall park use. Potential for grant funding continually evaluated.

Open Space Access

This is an ongoing process to improve access to the Town's various open space acquisitions. The Town has been awarded a STEAP grant in the amount of \$250,000 to offset previous construction costs. Projects completed include:

- Blackledge Falls
- Longo Farm Open Space
- Slocomb Mill
- Arbor Acres/Greyledge Open Space

Preliminary design complete for new parking area and access drive at J.B. Williams Park complete, , which includes energy efficient site lighting, widening the access drive, fence replacement, and other amenities. Construction options to be reviewed for work in 2021.

HVAC-Gideon Welles School

Air Conditioning project complete. Boiler in future year.

Energy Audit for All Schools

Energy Audit at all schools complete. Exterior lights at SMS received LED lighting retrofit. GHS exterior lights retrofit complete. Study of Auxiliary Gym heating at SMS complete.

GHS Fieldhouse

Design underway along with Town approvals. Project to be bid this fall and funding addressed in CIP. Current configuration includes 6 locker rooms and a restroom facility.

Elementary School Air-Conditioning

Project to air condition classroom space complete for Buttonball, Hopewell, Hebron Ave and parts of Naubuc School complete.

School Code Compliance

Major tasks involving sprinkler and electrical work are complete. Housekeeping items will be ongoing through completion.

GHS Kitchen Upgrades

Project substantially complete summer 2020.

Smith Middle School Floor

This involves moisture penetration to poured floor. Preliminary analysis complete. Further review required to identify underlying cause and identify solution.

School Roofs

Condition analysis of school roofs complete. BOE staff has identified general schedule for roof work to be presented through capital program. Some significant re-roofing costs identified in future years. Best funding option requires review including possible bond authorization.

Water Pollution (WPC) Emergency Power

Project substantially complete.

Water Pollution (WPC) Energy Conservation Prog

Priorities being confirmed with work to proceed with available and new project funding as cost benefit supports.

Cider Mill Pump Station Replacement

Project completed April 2020.

Tryon Street/Dug Road Drainage

Prior design , permitting and construction efforts on Tryon St have been expanded to include drainage system expansion on Dug Rd . Work on this phase was completed in Spring of 2020 by Highway Division staff . Work completed addresses a long-standing drainage issue in the vicinity of the Tryon St/Dug Rd intersection.

Fire Apparatus

Competitive request for proposal process complete. Contract awarded and apparatus delivered early 2020.

RECENTLY COMPLETED PROJECTS

The following projects are recently completed on time and within budget:

- Showmobile
- GHS Generators
- Electrical Outlets at Elementary Schools
- Security Equipment at Schools
- Security Window Film Installation All Schools
- GHS Security Cameras
- Addison Road Bridge
- Main Street Traffic Signals
- Winter Hill Farm
- Nutmeg Pump Station
- Main Street Pavement Rehabilitation
- Fire Apparatus - Ladder Truck
- Police Firing Range - Backstop System
- Griswold/Harris/House Street Intersection
- Naubuc Avenue Bridge Reconstruction
- Smith Middle School Gym Floor Replacement
- School PA Phone Systems - Elementary Schools
- Elementary School HVAC/Boiler - Complete at Buttonball, Hebron Avenue and Hopewell Schools
- Articulating Loader
- GHS Practice Football Field
- Planimetric/Topographic Mapping
- Smith Middle School A/C Replacement
- Roll-Off Truck
- Fire Company 3 and 4 roofs
- Riverfront Community Center Community Room floor
- BoE Energy Audit
- Generator Replacement- Town Hall, Parks Maintenance Facility, Highway Garage Transfer Station
- Electrical Service Entrance Replacement
- Boathouse Transfer Switch Installation
- Riverfront Community Center Transfer Switch Upgrade
- Sally Port Roof
- GHS Pool Improvements
- New generator for Boathouse/RCC
- RCC Community Room Flooring
- Hopewell Gym Floor Replacement
- Welles-Turner Library Windows
- Arts and Crafts Room - Youth & Family Services
- Naubuc School phone and PA upgrades
- Town Hall boiler replacement
- PD boiler replacement
- GHS Turf Field and track improvements
- Highway Division Paving Box
- Multi-Town Dispatch Project
- Welles-Turner Library Phase 1 renovation
- Gideon Welles School Window Replacement
- Boiler Replacement Design-Town Hall and Police Department
- New Carpeting-Elementary Schools
- Town Wide Phone System Upgrade
- Police Locker Room Upgrades

- Town Hall Site Lighting Upgrade
- Youth and Family Annex Addition
- Fire Company #4 Boiler Upgrade
- Riverfront Park – Phase II
- Backup Generator – Riverfront Boathouse
- Master Sewer Study
- Hebron Avenue Trail Fencing
- Bulky Waste Vehicle Scale
- Blackledge Dam Restoration
- GHS Auditorium Acoustics
- Town Phone System Upgrade
- Upgrade Police Surveillance System
- Refuse Wheel Loader
- Grange Pool
- Hebron Avenue Resurfacing
- House Street/Hebron Avenue
- School Code Compliance
- Library Windows
- Fire Rescue Boat



Town of Glastonbury

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Richard J. Johnson
Town Manager

ITEM NO. 5(A)
10-13-2020 Meeting

October 9, 2020

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: 210 Griswold Street

Dear Council Members:

In 2007, the Town purchased the residential property at 210 Griswold Street for realignment of the Griswold/House/Harris Street intersection. Subsequently, the Town received a grant through the Congestion Mitigation and Air Quality Program for the intersection project with design and construction proceeding thereafter. The project required much of the parcel at 210 Griswold Street for the reconfigured intersection. The attached pages show the site before and after the intersection project.

Rabbi Wolvovsky of Chabad Jewish Center recently inquired if the Town would convey the balance of the property at 210 Griswold Street. I understand the Center is planning to build a residence at 200 Griswold Street and would like to add the Town-owned land at 210 to the site. The primary purpose for the acquisition is for driveway access to House Street in lieu of the current driveway/curb cut along Griswold Street near the traffic signal. The House Street driveway is much preferred.

For Council to consider this matter, two actions are required. First, a referral to the Land Appraisal Subcommittee to determine the estimated value of the parcel and second, a referral to the Town Plan and Zoning Commission per CGS Section 8-24. Both actions are proposed for Tuesday evening.

Lastly, any conveyance of the Town-owned land would include a stipulation that the area be used for a driveway access to House Street and excess acreage to 200 Griswold Street.

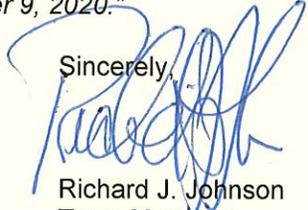
The following is provided for Council consideration on Tuesday evening:

"BE IT RESOLVED, that the Glastonbury Town Council hereby refers the potential sale of Town-owned land at 210 Griswold Street as follows:

- 1. Referral to the Land Appraisal Subcommittee for a determination of estimated value;*
- 2. Referral to the Town Plan and Zoning Commission for a report and recommendation per CGS Section 8-24;*

as described in a report by the Town Manager dated October 9, 2020."

Sincerely,


Richard J. Johnson
Town Manager

RJJ/sal
Attachments







Town of Glastonbury

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Richard J. Johnson
Town Manager

ITEM NO. 5(B)
10-13-2020 Meeting

October 9, 2020

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Addison Park – Splash Pad

Dear Council Members:

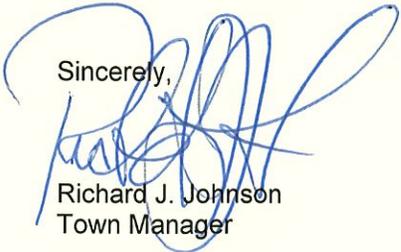
This is the project to construct a splash pad at Addison Pool to replace the children's wading pool constructed when the facility opened in 1995. As shown on the attached page, the design is complete with construction planned for September – November 2021. The project budget totals \$500,000 to be offset by a \$250,000 contribution by the Glastonbury Rotary Club. A \$500,000 allocation is approved through the July 2020 Capital Program.

The Club recently confirmed its commitment to the \$250,000 donation. However, the continuing pandemic has limited the Club's ability to conduct annual fund raisers, most particularly, the Lobster Festival. The Club is prepared to donate \$100,000 this year to help fund purchase of equipment. This will help avoid a 3%± price increase estimated in the coming year. The balance of \$150,000 will be forwarded as fund raising activities resume.

Since the pandemic has disrupted fund raising activities and the contribution of \$250,000 is not to be received on the schedule originally anticipated, I wanted to make Council aware so that next steps can proceed accordingly. Namely, purchase of equipment in the current year to avoid the anticipated price increase, putting the project on hold pending the full \$250,000 donation or other options as may be identified.

This matter is scheduled for discussion and possible action on Tuesday evening. A specific action can be developed as applicable following the discussion.

Sincerely,


Richard J. Johnson
Town Manager

RJJ/sal
Attachments



Glastonbury Rotary Club, Inc.

P.O. Box 67 ♦ Glastonbury, CT 06033

www.glastonburyrotaryclub.org

October 9, 2020

RECEIVED
2020 OCT - 9 PM 1:14:2
TOWN MANAGER

Mr. Richard J. Johnson
Town Manager
2155 Main Street
Glastonbury, CT 06033

Re: Splash Pad

Dear Richard:

Thank you for meeting with me and members of the Glastonbury Rotary Club on September 30 to discuss the Splash Pad project. As we indicated, the Rotary Club remains committed to our 50-50 partnership with the Town of Glastonbury, up to \$250,000.00, to construct the Splash Pad. We are ready to contribute up to \$100,000 by the end of this calendar year for the purchase of the project's equipment and expect to be able to pay an additional \$75,000 by the end of calendar year 2021.

Our ability to pay our remaining 50% share by the project's expected completion date in Spring 2022, however, is dependent on whether we will be able to hold our annual Lobsterfest in 2021 or make up for it with alternative fundraising efforts. As we discussed, due to the uncertainties caused by the Covid Pandemic, we may need to make our final payment in Spring 2023. Obviously, if we can pay the remaining balance beforehand, we will.

At our meeting, we also discussed opportunities to minimize the project's cost through the discretionary selection of faucets and by using Rotarians to perform some of the labor. Finally, we hope to raise additional funds by selling pavers or plaques to local businesses and other individuals that will be displayed on the project site.

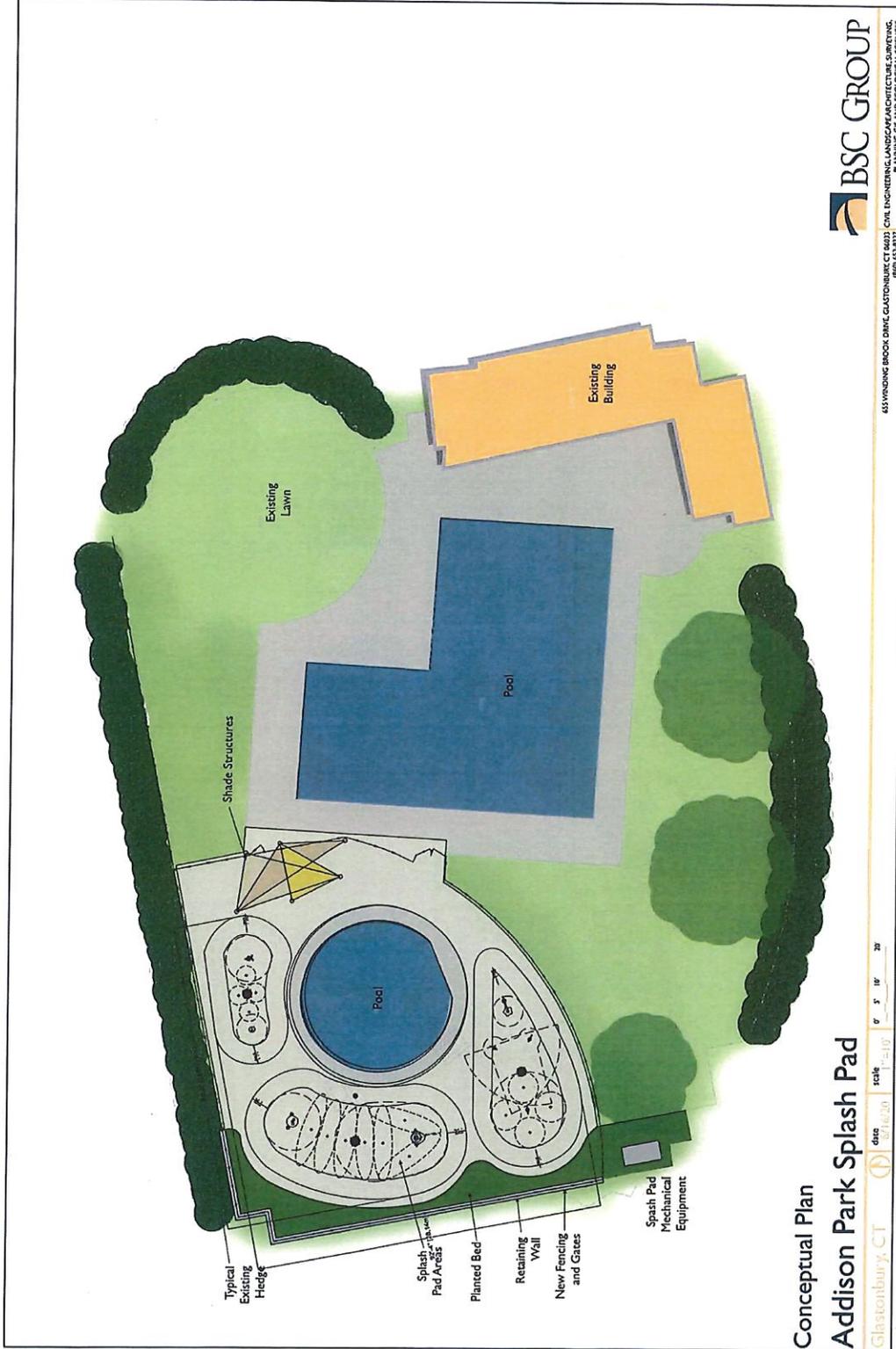
We look forward to working with you on this exciting community project.

Sincerely yours,

A handwritten signature in cursive script that reads "Deborah R. Eisenberg".

Deborah R. Eisenberg
President, Glastonbury Rotary Club

Cc: Lisa Zerio



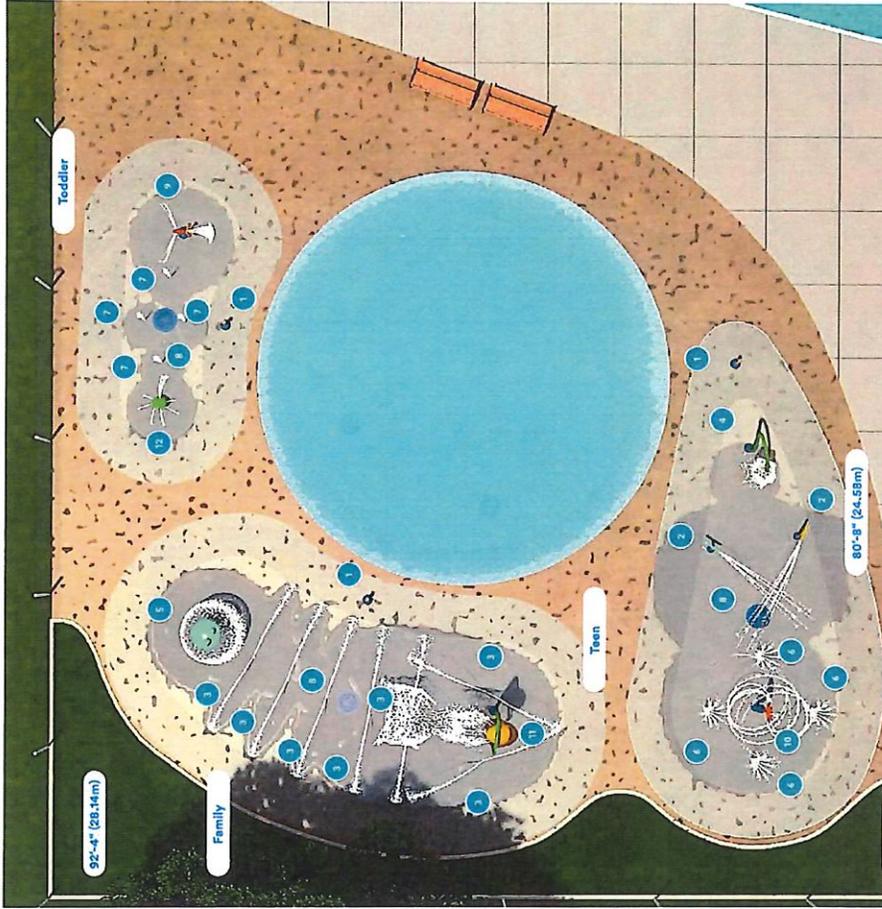
Conceptual Plan
Addison Park Splash Pad

Glastonbury, CT date: 03/20/20 scale: 1"=10' 0' 5' 10' 20'

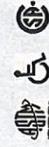
Total Area : 3498 ft² (325 m²)
 Spray Area: 1747 sq ft (162 m²)

REF	PRODUCT	QTY	GPM	LPM
1	Bellard Activator No 3 VOR 0611	3	0	0
2	Tube N ¹ VOR 0220	2	15	56.8
3	Directional Jet N ² VOR 0321	7	24.5	92.7
4	Flower N ¹ VOR 7549	1	15	56.8
5	Frog N ⁵ VOR 7658	1	90	340.7
6	Geyser VOR 0301	4	30	113.6
7	Jet Stream N ¹ VOR 7512	4	10	37.9
8	Playsafe Drain N ¹ VOR-10014000	3	0	0
9	Snail N ⁴ VOR 7217	1	6.5	24.6
10	Sunspray N ¹ VOR 7578	1	12.5	47.3
11	Twinsplash VOR 7242	1	12	45.4
12	Waterbus N ³ VOR 7592	1	6	22.7
TOTAL WATER FLOW		29	221.5	838.5

Colored concrete and environment are for illustration purposes only and not supplied by Vortex. Not for construction. Actual colors and textures of products and materials may appear differently than pictured.
 Shown in Color Palette Nature 2.



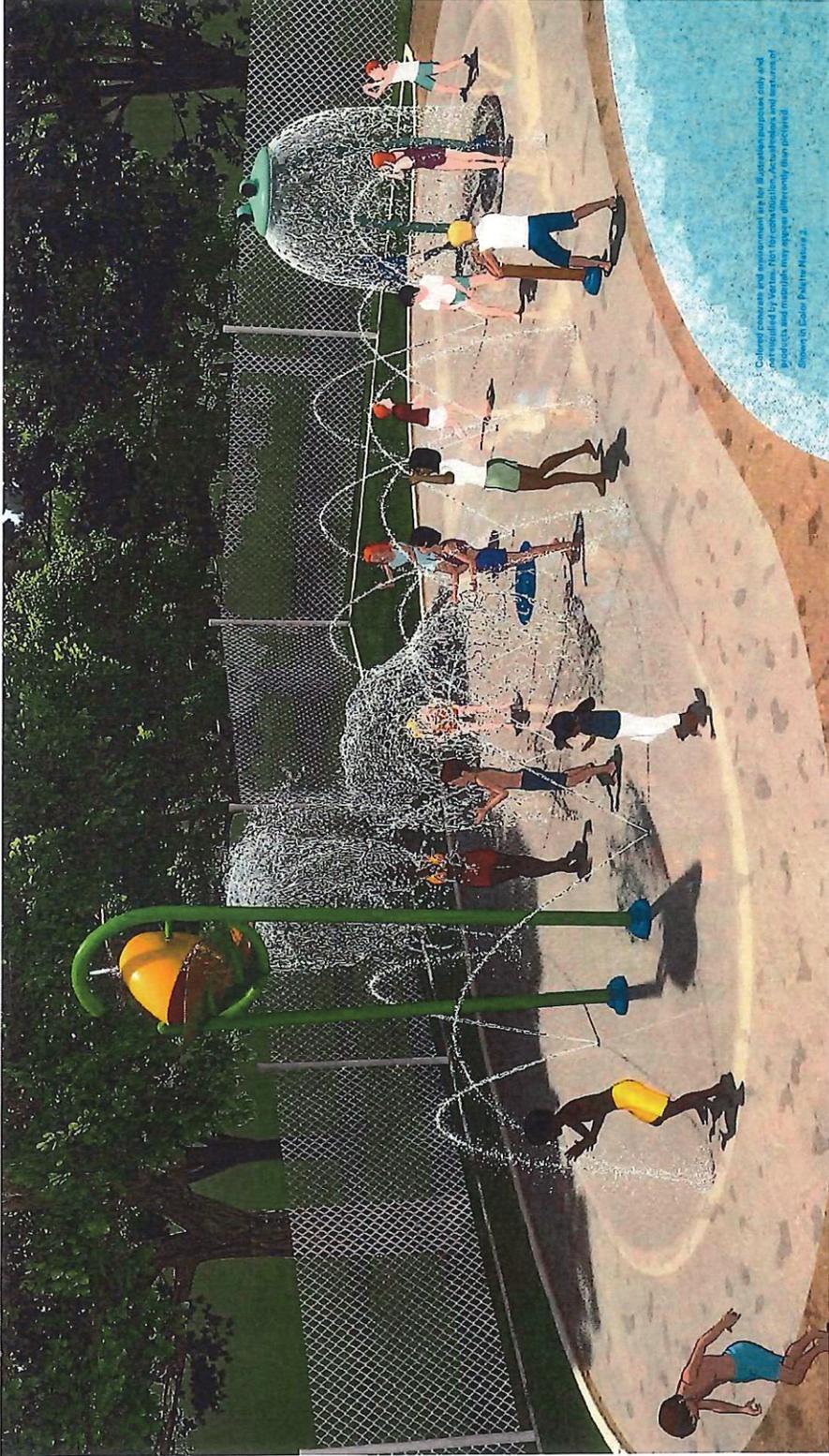
Addison Park Splashpad, CT
 Version B - 34666



Splashpad
 Components



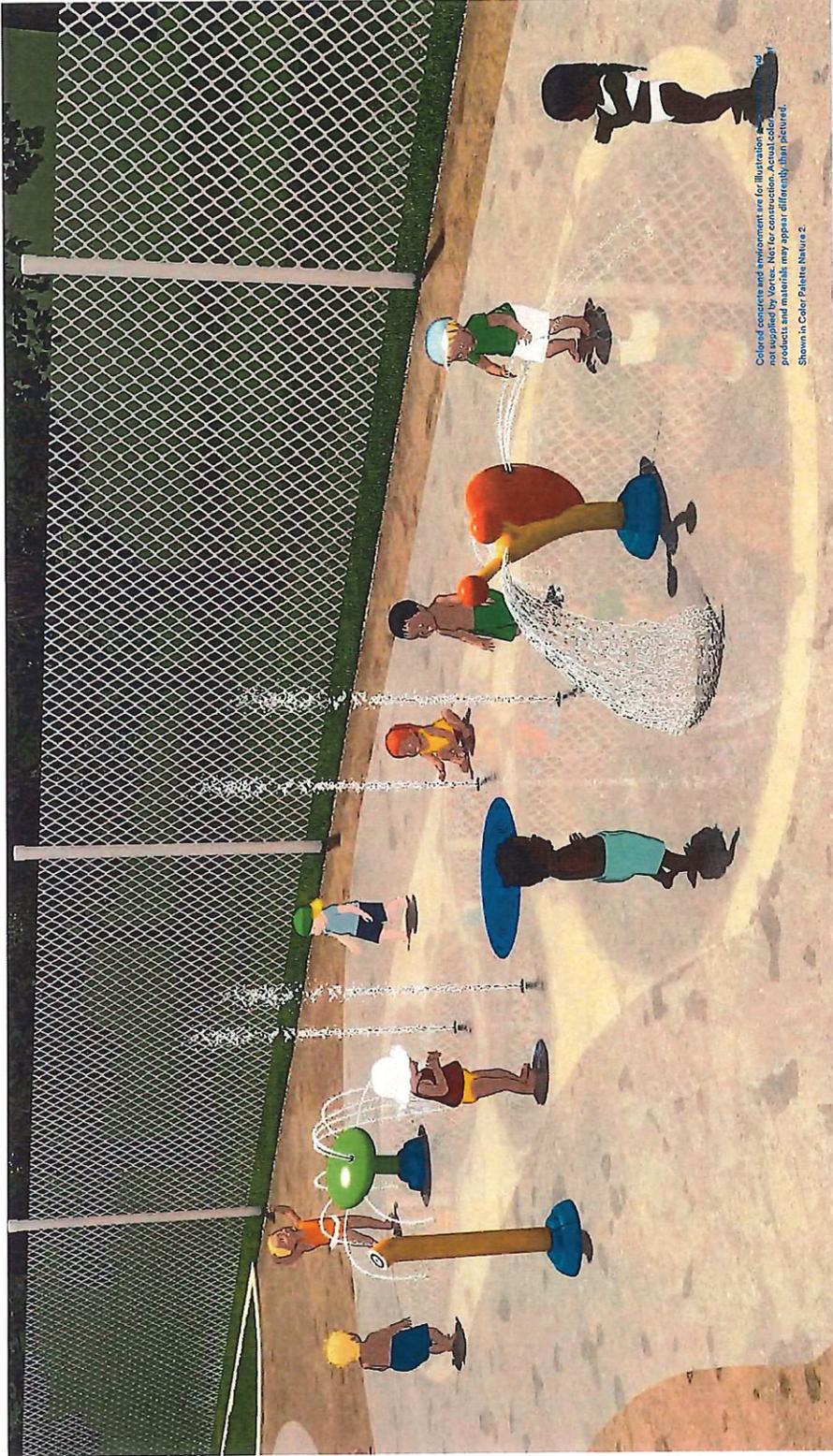
Colored components are for illustration purposes only and not supplied by Vortex. Not for construction. Actual colors and features of products and materials may appear differently than pictured.
Shown in Cedar Palette Nature 2.



Colored concrete and equipment are for illustrative purposes only and not specified by Vortex. Not for construction. Actual colors and textures of products and materials may appear differently than pictured. Shown in Color: Pool for Nature 2.

VORTEX | Addison Park Splashpad, CT
Version B - 34656

Splashpad
View 2



Colored concrete and environment are for illustration and not supplied by Vortex. Not for construction. Actual Color products and materials may appear differently than pictured. Shown in Color Palette Nature 2.



Addison Park Splashpad, CT
Version B - 3/4/56

Splashpad
View 2



Town of Glastonbury

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ITEM NO. 5(C)
10-13-2020 Meeting

Richard J. Johnson
Town Manager

October 9, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Wastewater Sampling – COVID-19

Dear Council Members:

Council Member Gullotta recently asked a question on potential testing of wastewater as an advance warning for increases in potential COVID-19 infections. The following responds to this question.

The basic concept involves wastewater testing to predict increases in COVID-19 cases earlier than typical testing methods. This would involve sampling at the plant on a periodic basis to identify fluctuations in levels of markers for potential COVID-19. Based on discussions with a local engineering firm, a cost in the \$5,000 - \$6,000 range per month is estimated. This would include two sample tests per week with the primary cost resulting from lab fees.

Upon review with State DEEP and others, there are several questions that would need to be considered if this process is to proceed.

- How long (months) will the protocol continue?
- Establish initial benchmark and determine a meaningful change test results.
- Approximately 63% of the community is served by sanitary sewers. This includes commercial development (retail, office, medical office, etc.), nursing homes, residential properties and others.
- Should test results show a statistically meaningful increase, what will next steps involve? For example, testing at locations throughout the sanitary sewer system to identify the areas contributing to the test results, notice to the community or area most likely contributing to the higher levels, enhanced COVID-19 testing protocols, etc.
- Ability for local Health Department to keep pace with calls and inquiries that are likely to result from the testing protocol and public notice.
- How will recommendations (social distancing, masks, quarantine, etc.) differ from current protocols?

Again, we do not have experience in this general process and will need to learn more if the testing proceeds. Should Council wish to implement this testing protocol, a funding allocation will be required based on the estimated duration of testing. This topic is scheduled for discussion for Tuesday evening with next steps as applicable.

Sincerely,


Richard J. Johnson
Town Manager

RJJ/sal



Town of Glastonbury

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ITEM NO. 5(D)
10-13-2020 Meeting

Richard J. Johnson
Town Manager

October 9, 2019

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Council Statement – 2020 Election Season

Dear Council Members:

Council Member Gullotta forwarded the attached statement concerning the upcoming election season. This is proposed for Council action Tuesday evening.

"BE IT RESOLVED, that the Glastonbury Town Council hereby expresses support for the following statement concerning the 2020 election season:

In view of recent events the Glastonbury Town Council urges our community to continue its long history of behaving in a calm and considerate manner leading to the election date of November 3 and beyond, to assure our residents an environment in which they can freely and without any fear or concern exercise their duty and vote as we have always done in Glastonbury.

Citizens are as always free and are in fact encouraged to express their views in any forum without any reservation as long they are done in a civil manner with mutual respect to other views and opinions.

as described in a report by the Town Manager dated October 9, 2020."

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal
Attachment



Town of Glastonbury

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Richard J. Johnson
Town Manager

ITEM # 6(A)
10-13-2020 Meeting

October 9, 2020

The Glastonbury Town Council
2155 Main Street
Glastonbury, CT 06033

Re: Consent Calendar

Dear Council Members:

The following items are scheduled for Consent Calendar action on Tuesday evening:

a. Age-Friendly Community

At the September 22nd meeting, Council received a status report/presentation on the Age-Friendly Community Initiative. A copy of the presentation is attached. As shown, the program includes eight domains of livability. Based on the results of the survey and conversations, the leadership team has established three domains as initial priorities. These include 1) housing, 2) transportation and 3) outdoor spaces and buildings. The leadership team is seeking Council support of these priorities so that continued work of the core leadership team can be focused accordingly.

Such action is scheduled for Tuesday evening as follows:

"BE IT RESOLVED, that the Glastonbury Town Council hereby expresses its continuing support of the AARP Network of Age-Friendly Communities Initiative and the three Domains of Housing, Transportation and Outdoor Spaces Buildings as initial priorities, as described in a report by the Town Manager dated October 9, 2020 and as presented and recommended by the Core Leadership Team for the Age-Friendly Community Project."

Sincerely,

Richard J. Johnson
Town Manager

RJJ/sal
Attachment



Age-Friendly Community Town Council Meeting

September 22, 2020



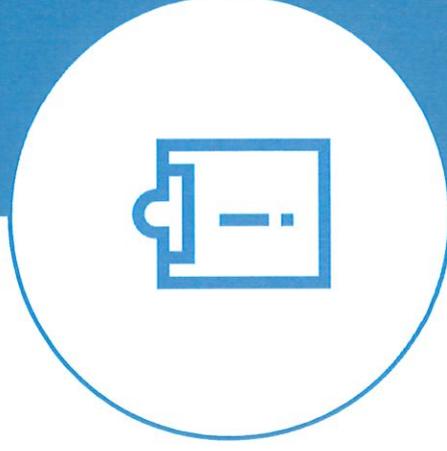
Presentation

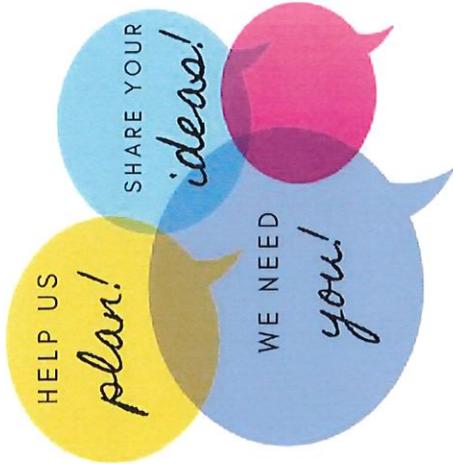
OUTLINE

- AARP Eight Domains of Livability
- Core Leadership Team
- Community Outreach
- Three Domains of Livability Priorities
- “Best Practices” AFC Action Plan Research
- Proposed Action Plan Outline
- Next Steps

ACTION

- Approval of Three Domains of Livability Priorities





8 Domains of Livability

- 1. Outdoor Spaces and Buildings
- 2. Transportation
- 3. Housing
- 4. Social Participation

The **AARP** Network of Age-Friendly Communities
and work within
The 8 Domains of Livability
help communities become great for people of all ages

- 5. Respect and Social Inclusion
- 6. Civic Participation and Employment
- 7. Communication and Information
- 8. Community and Health Services

Learn more at AARP.org/agefriendly





Town of Glastonbury Age-Friendly Community Core Leadership Team

Jennifer DiSette, Chair, Core Leadership Team

Richard J. Johnson, Town Manager

Dr. Stewart Beckett III, Town Council Liaison

Deborah Carroll, Town Council Liaison

Lisa Zerio, Director of Parks & Recreation

Barbara Bailey, Library Director

Neil Griffin, Housing Authority Director

Michael Magrey, Community Outreach Officer

Wendy Mies, Health Department Director

Patti White, Supervisor of Senior Services

Barbara Evans, AARP Chapter # 2010 Representative

Jeff Stein, Bike Walk Glastonbury Representative

Bruce Bowman, Glastonbury TALK Representative

Dr. Carrie Andreoletti, Central State University

Doug Brown, Rotary Club Representative



Core Leadership Team

Purpose

- Support the Age-Friendly Community Initiative
- Work with Town Officials and the Commission on Aging
- Serve as Community Ambassadors
- Create Partnerships
- Assist with the preparation of Age-Friendly Action Plan

AGE- FRIENDLY COMMUNITY OUTREACH

- Survey
- Community Conversation
- Focus Group Meetings
 - Housing
 - Youth
 - Business

Survey

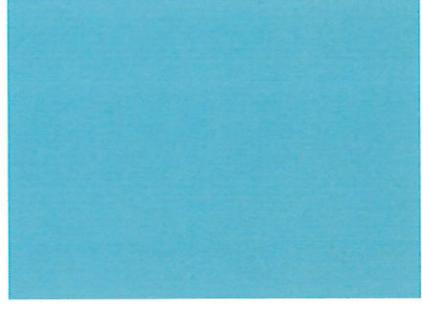
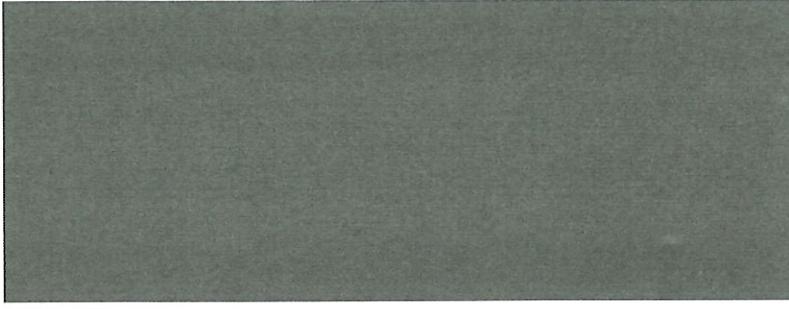
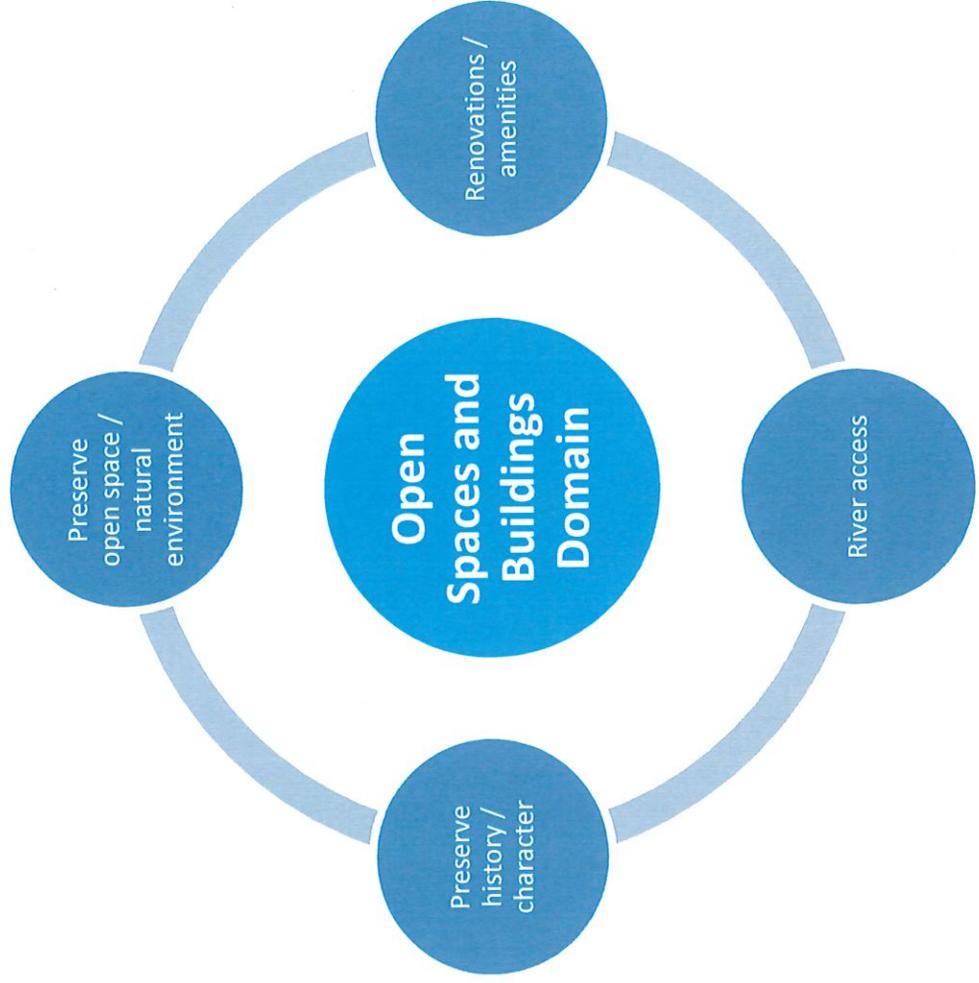
- Responses – 283
- Conducted Fall of 2019
- Age of Respondents:
 - Range 22 to 95 Years
 - Median Age – 66
 - Open Spaces and Buildings, Transportation and Housing were High Priorities

**DOMAINS OF LIVABILITY –
FOCUS AREAS
FROM THE 2/13/20
GLASTONBURY COMMUNITY
CONVERSATION**

Outdoor Spaces and Buildings
Transportation
Housing

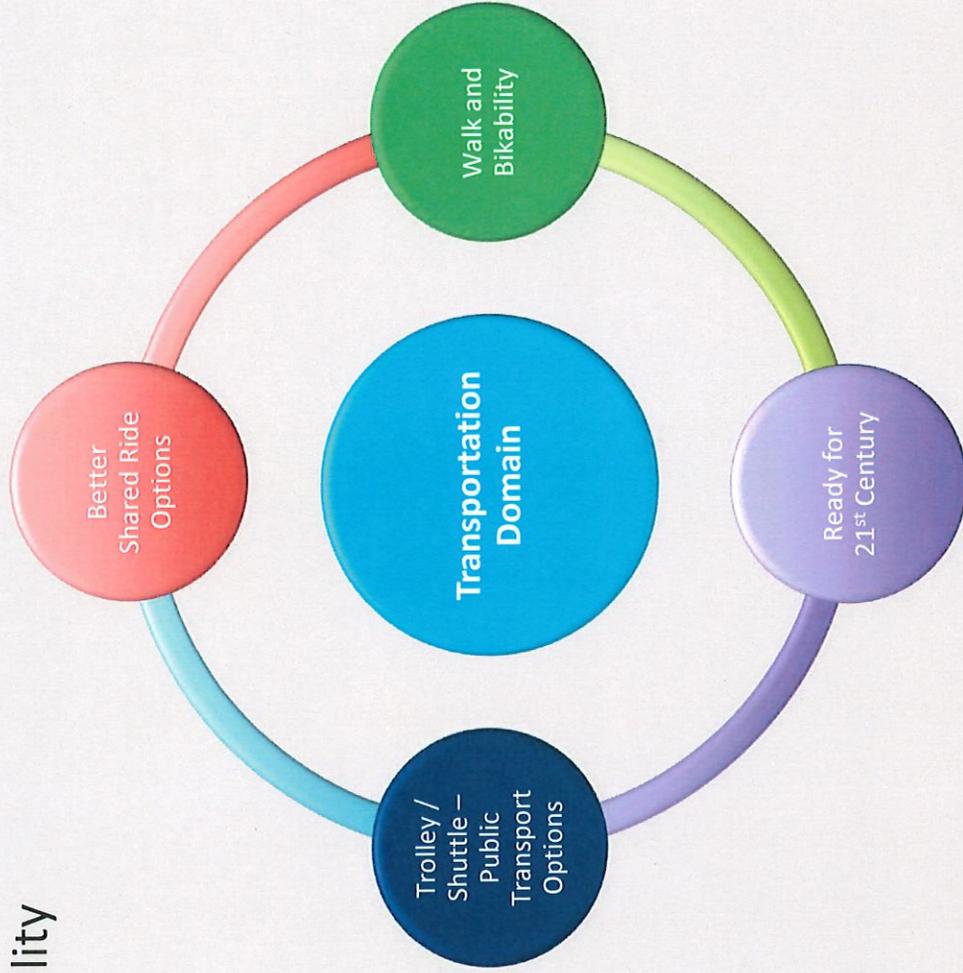
COMMUNITY CONVERSATION

Open Spaces and Buildings – Domain of Livability



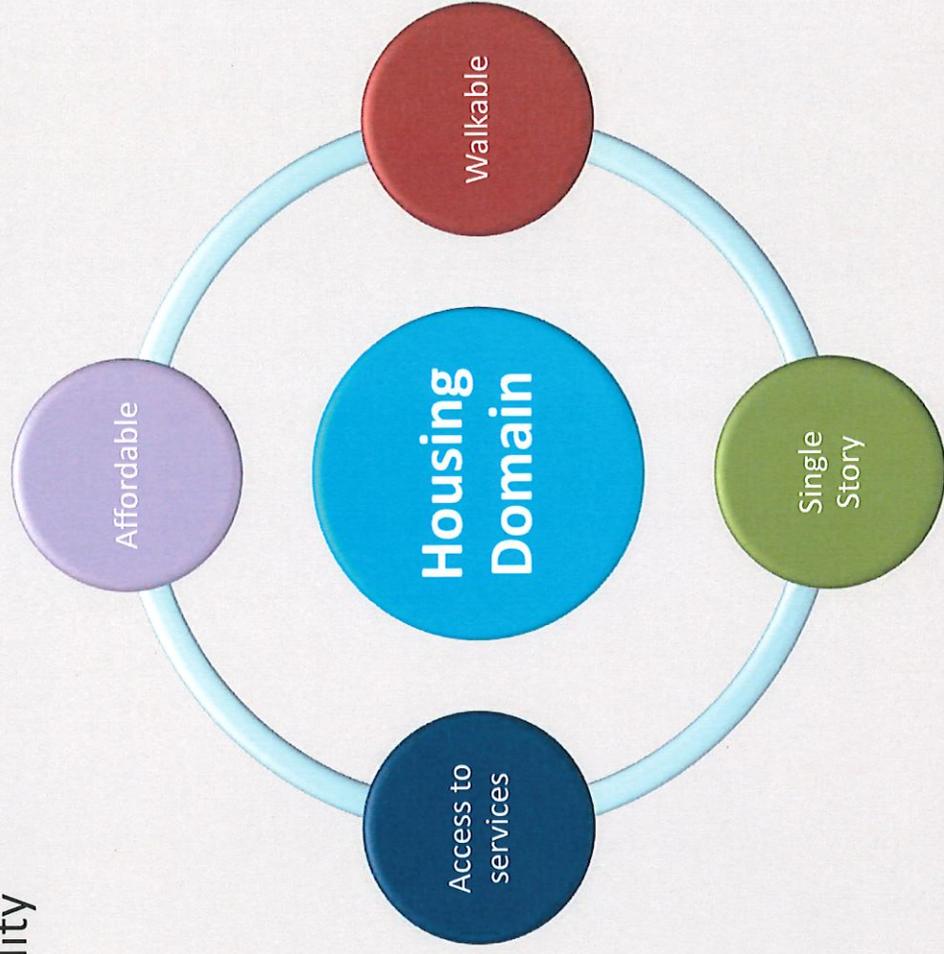
COMMUNITY CONVERSATION

Transportation –
Domain of Livability



COMMUNITY CONVERSATION

Housing –
Domain of Livability



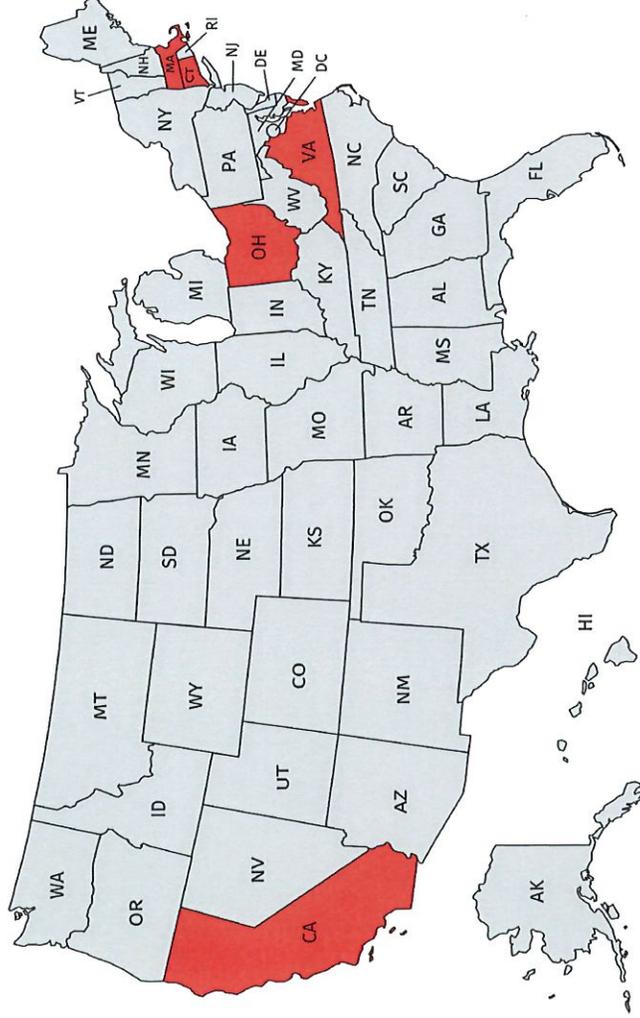
Three Focus Groups

1. **Housing Authority Residents 6/8/20**
 2. **Youth (8th and 10th Grader Students) 6/16/20**
 3. **Business Participants 7/21/20**
- What is the town presently doing well?
 - What should be done to enhance what the town is doing well?
 - What new needs/recommendations, if any, should the town address?



“Best Practices” Communities

- **Arlington County, VA**
Population 236,842
- **Boston, MA**
Population: 617,594
- **Clinton County, OH**
Population: 41,968
- **Greenwich, CT**
Population: 62,396
- **West Sacramento, CA**
Population: 54,483



“Best Practices” - Key Takeaways



Selected Examples:

- Defined Vision and Mission to Help Drive the Action Plan
- Leadership Support Crucial
- New Topics: Dementia, Economic Security, Social Isolation
- AARP Livability Index Score
- “Aging Lens” - Local/County Government and Stakeholders
- Concise Action Plans More Effective

Glastonbury Age-Friendly Community

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Town of Glastonbury

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

Richard J. Johnson
Town Manager

ITEM #7
10-13-2020 Meeting

October 9, 2020

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. COVID-19

Attached is a copy of the most recent weekly report and summary of Town operations.

2. Town Staff Appreciation

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

3. Building Permit Activity

Attached is the Building Permit Activity Report for the period August through September.

4. Director of Youth and Family Services

As noted previously, Durlene Mikkelson will retire this month after a 13-year career with the Town. Lori LaCapra is appointed to succeed as Director of Youth and Family Services. Lori started her career with the Town in 2009 as an Outreach Social Worker based at Smith Middle School and more recently at GHS. Before coming to Glastonbury, she worked with Middlesex Hospital as a Crisis Social Worker and with organizations providing employee assistance programs. Lori holds a BS in Social Work from St. Joseph's University and a Master's Degree in Social Work from Fordham University. She is licensed in the State of Connecticut as a Clinical Social Worker and member of the Connecticut Youth Services Association and National Association of Social Workers. Lori will assume her new responsibilities this month.

5. Upcoming Programs

- Household Hazardous Waste Collection – final two collection dates this calendar year scheduled for Saturday, October 31st and November 14th at the Collection Facility off Olcott Street in Manchester. Hours 8:00 a.m. to 1:00 p.m. Proof of residency required.
- Bulky Waste - free brush disposal amnesty day held on Saturday, October 10th. Next scheduled for Saturday, November 7th from 7:00 a.m. to 3:00 p.m.
- Paper Shred – 9:00 a.m. to 1:00 p.m. on Saturday, October 17th at the Highway Facility at 2380 New London Turnpike, proof of residency required.
- Sunday Leaf Drop off at TS – 6 weeks on Sundays starting 10/18 thru 11/22 – 8 AM to 4 PM
- Compost Bin/Rain Barrels – as of Friday, October 9th 32 compost bins and 36 rain barrels ordered.

6. Wastewater Treatment Plant

Highly efficient operations continue. As reported recently, the sewer use rate remains among the lowest statewide for similar plants. Nitrogen removal also continues well below limits established by State DEEP. Recent results indicate 62 pounds per day average as compared to the DEEP standard of 98 pounds (lower is better). A credit of \$16,960 is issued to Glastonbury for this performance. Nice job by all.

7. BikeWalk Glastonbury

Recently advised of two gifts for the Western Boulevard/House Street multi-use trail now being completed. Anonymous donor is funding a repair station which includes various tools and hand pumps securely attached to a post. Such stations have been well received on other trails. The organization will be donating two benches to be located along the trail. These benches enhance the trail and also support the Town's Age-Friendly designation. In accordance with the recently enacted policy for acceptance of gifts and donations, I have formally accepted on behalf of the Town and wanted to make you aware accordingly. Many thanks to BikeWalk Glastonbury for its continued support of a variety of Town initiatives.

8. Glastonbury Gives/Food Bank Donations

To date 478 donations have been received totaling \$77,000±.

9. Intersection Realignment

This involves the suggestion to construct a roundabout at the intersection of Route 17/Main Street and Buttonball. I previously discussed this potential with members of State DOT and more recently asked to more formally review the potential. I will advise accordingly. In the meantime, I have attached a copy of a letter of support from Dan Stafford and Christine Wood.

10. Bulky Waste Closure Fund

When establishing the Bulky Waste Closure Fund, annual revenue estimates included three components.

1. Revenue from sale of fill (10-year average - \$40,000);
2. Annual allocation through the capital program (current year - \$50,000); and
3. increasing the rate for non-recyclable items (those items deposited to the land fill) through a bifurcated rate effective July 2021.

For fiscal year 2020, sale of fill totaled \$118,000± and \$100,000 transferred from the General Fund to start the Closure Fund protocol. For the nine years 2011-2019, sale of fill totaled \$590 to \$103,000 and averaged \$32,000±. For the ten years including FY2020, the average is \$40,000.

With the assumptions presented when this matter was last discussed and assuming a 10-12-year period before the Phase I closure, the Fund would total 73%-85% of estimated costs. This includes \$40,000 annually from sale of fill. Should sale of fill revenues vary and other assumption hold true, the percent of reimbursement will change.

A question was asked at the September 22nd meeting on whether annual revenue from sale of fill will automatically be deposited to the Fund or require yearly Council action. My understanding is that sale of fill revenues would automatically be deposited to the Fund along with the increased per ton rate for non-recyclable items and capital funding as applicable. Since this question was asked, I will appreciate Council direction in this regard.

Note: The \$100,000 transfer was based on information available when the Fund was previously discussed and before final revenue totals available.

11. Cotton Hollow – Parking Pass

The recommendation is to discontinue the parking pass requirement for the Cotton Hollow Preserve for the remainder of 2020 and re-establish for the 2021 season. The thought is to have the parking pass required on a seasonal basis. For example, mid-May through mid-September. This captures the Memorial Day and Labor Day holidays and the typically busier warmer months. A proposal for a potential seasonal Friends of Cotton Hollow and daily pass can be established over coming months.

Note: At the September 22nd meeting, there was a public comment suggestion to add trash receptacles at the entrances/exits to the Cotton Hollow Preserve. This would require trash and recycling containers. The decision not to place receptacles at these locations is intentional. The probability of trash and recycling finding its way from the Preserve to these containers is low. However, probability is high that the containers will be abused, e.g. household trash. The goal is to reduce Town cost for trash and recycling containers throughout the system and encourage a carry in/carry out process.

12. Town Manager Expense Report

A copy of my expense report for the three months July through September 2020 was forwarded separately. I will appreciate Council recognizing receipt of this report on Tuesday evening.

13. State Grant – Cemetery Maintenance

Glastonbury is awarded a \$3,332 State grant per the Neglected Cemetery Program. These funds will support care and maintenance of locations typically maintained by the Town including Eastbury Cemetery, John Tom Hill Cemetery, Still Hill (Old South) Cemetery and Wassuc Cemetery.

14. Firing Ranges

State Statute enables local noise control for firing ranges provided such limits do not exceed standards established by State DEEP. A question was recently asked of me concerning a possible Glastonbury regulation for such facilities per State Statute. Should you wish to consider, a referral to the Policy & Ordinance Review Subcommittee is suggested.

15. Uranium

The process of qualifying for the State grant and loan program and the pandemic has slowed progress. Information is received from the Metropolitan District and Tighe and Bond will begin its review of this information shortly along with analysis of the area served by Manchester Water. I would expect this information to be in hand by calendar year end.

16. Slocomb Dam

The Slocomb Dam project is well under way and not all conditions of the structure as anticipated. Specifically, a section of the rubble spillway that was intended to remain was removed given instability of this material. The rubble spillway was resting on a part of the concrete dam structure which was badly deteriorating. In turn, this presented a safety issue and the Town's consultant with Princeton Hydro determined the best course of action was to remove this area. Unfortunately, the plan was to retain this section, but actual conditions did not reasonably allow.

17. Pollution Liability Insurance

After environmental cleanup of the 23± acre former Field Holstein parcel (RCC and fairgrounds), the Town purchased a pollution liability policy in 2003 for a ten-year term. The policy provided for a \$5M aggregate liability coverage. The Riverfront Park Phase II project disturbed some of the earlier environmental remediation and the initial ten-year term extended two years through November 2015. By Council action in November of 2015, the policy was extended an additional five years and the coverage reduced from \$5M to \$3M. The five-year term is ending this month. Since some 17 years have passed since the policy was first established, the question is whether to execute a further extension. AIG has indicated it will not renew the policy. Options include identifying a new carrier to extend at the current or lower liability coverage or letting the policy lapse with no action. Premium estimates are being developed for informational purposes. I can schedule for formal action at the October 27th meeting and wanted to provide this general background. The general sense is with the passing of time there is no strong support for an extended policy or if such an extension is desired, perhaps at a lower liability coverage.

Sincerely,



Richard J. Johnson
Town Manager

RJJ/sal
Attachments

News

Town Manager Weekly COVID-19 Update - October 7, 2020 Features Halloween best practices during the Pandemic

Post Date: 10/07/2020 10:06 AM

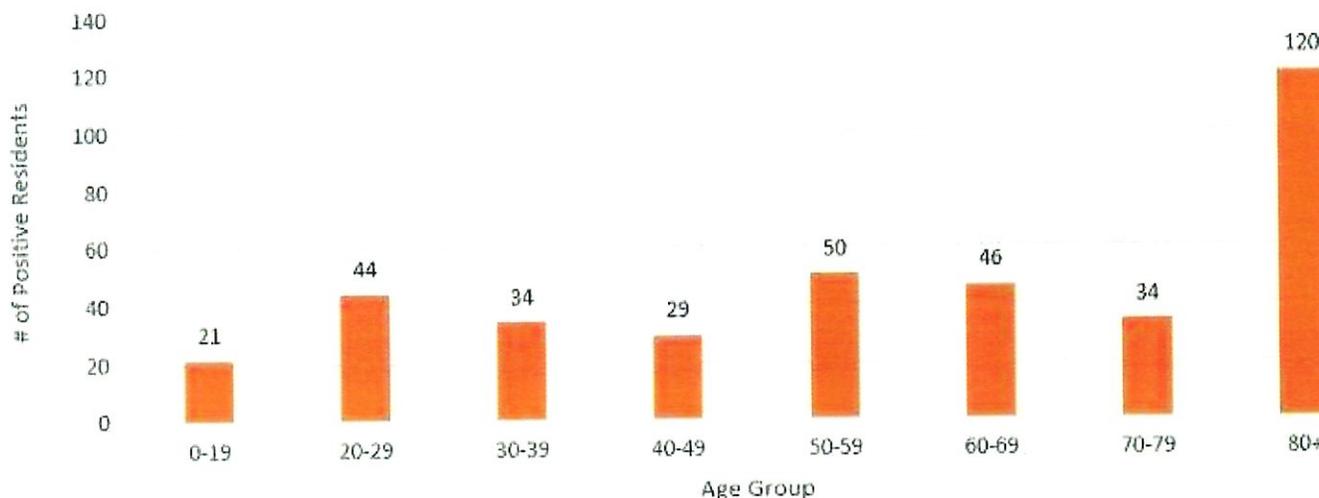
Recent COVID-19 updates for the Town of Glastonbury are summarized herein.

Glastonbury COVID-19 Figures as of 10/4/2020

Note: Numbers in (parentheses) indicate a change from the previous week.

As per CT Department of Public Health (DPH) lab testing data available 10/4/20, 8,226 (+366) COVID 19 tests have been conducted on residents. Of those 8,226 tests, 378 (+13) are laboratory-confirmed positive and probable cases of COVID-19. This week's results include data corrections for previous weeks. Positive cases were added for May (+1), June (+1), and September (+7), and 4 new cases for this past week. Data correction occurs if test results are not timely provided to DPH, are received in paper form (requiring manual data entry), or need "cleaning" such as clarification of name or demographic data prior to entry into the disease surveillance database. No additional resident deaths were recorded this week. By gender, 214 (+6) female and 164 (+7) male, positive test results have been received.

Glastonbury Residents Positive for COVID 19
as of October 4, 2020



- [View the Connecticut COVID-19 website, including resources & data points](#)
- [Latest COVID-19 Data on Nursing Homes and Assisted Living Facilities](#)

** Data from DPH is considered preliminary and data changes as new reports are received and data errors are corrected. In an ongoing process of data assessment, DPH continues to modify how certain disease-positive lab results are considered, changing some previous counts. Probable cases of COVID-19 involve persons who have not had confirmatory laboratory testing (RT-PCR) performed for COVID-19, but whose symptoms indicate they are likely to have a COVID-19 infection. In Connecticut, most of the probable COVID-19 cases involve persons whose death certificates list COVID-19 disease or SARS-CoV-2 as a cause of death or a significant condition contributing to death. Prior to June 1, probable and confirmed cases were reported together.*

Phase 3 of 'Reopen Connecticut' Begins October 8

Effective Thursday, October 8, the State will enter Phase 3 of 'Reopen Connecticut' after shutdowns due to the COVID-19 pandemic. Governor Ned Lamont said 99% of the economy will be able to open with Phase 3, excluding bars and nightclubs. Many of the changes of Phase 3 encompass expansions to permissible public and private gathering sizes. For example:

- Restaurants, libraries, personal services, hair salons, and barbershops may increase to 75% capacity (previously 50%)
- Indoor commercial venues - capped at 100 people or 50% capacity
- Outdoor commercial venues - capped at 150 people
- Indoor private gatherings - capped at 25 people

Despite this transition to Phase 3, the Glastonbury Health Department reminds residents that it's extremely important to continue to social distance, wear masks when within 6 feet of non-household members, and to wash your hands frequently with soap and water, particularly after touching common surfaces. The cases of COVID-19 continue to rise across the state and it's imperative that residents remain diligent in observing the pandemic best practices outlined by the CDC and CT DPH to help prevent further spread of the virus. [Click here for more information about this next phase.](#)

Halloween Best Practices from CDC and Governor's Office

"The CT DPH recommends that everyone planning to participate in Halloween activities this year review the [guidance](#) recently issued by the Centers for Disease Control and Prevention (CDC), which describes "lower", "moderate", and "higher" risk activities. DPH recommends Connecticut residents avoid "higher risk" Halloween traditions and focus celebrations on the lower and moderate risk activities." [Click here to review this guidance in preparation for Halloween 2020.](#)

Appointment-Based Flu Clinics Offered this October

The Glastonbury Health Department will offer 2 more of 3 flu clinics this October at the Riverfront Community Center on the dates below. Due to the pandemic, appointments will be required and face masks/coverings are mandatory for entry (no exceptions). To schedule your flu shot, contact the Customer Service Center at **(860) 652-7710**. Appointments must be made at least 1 business day in advance. For more information, including insurance accepted, consent forms, and more, please visit www.glastonbury-ct.gov/flushot.

- **Saturday, October 10; 10:00 am - 2:00 pm (Family Event - Ages 6 months and older)**
- **Thursday, October 22; 1:00 pm - 5:00 pm (Ages 19+ only)**

Helpful Reminders

- **Records/Title Searching Workstations** - Now in Meeting Room C in Academy Building
- **Legal Notices** – Posted online until further notice at www.glastonbury-ct.gov/legalnotice
- **Absentee ballot resources** – www.glastonbury-ct.gov/absentee

Resources:

- Real-Time COVID Data & Charts - <https://data.ct.gov/stories/s/COVID-19-data/wa3g-tfvc/>
- State of Connecticut COVID-19 updates - www.ct.gov/coronavirus
- Glastonbury COVID-19 updates - www.glastonbury-ct.gov/covid19
- Town Facebook Pages for Real-Time Updates - [Click here to view all Town Facebook pages.](#)

Sincerely,

Richard J. Johnson
Town Manager

[Return to full list >>](#)



Memo

October 5, 2020

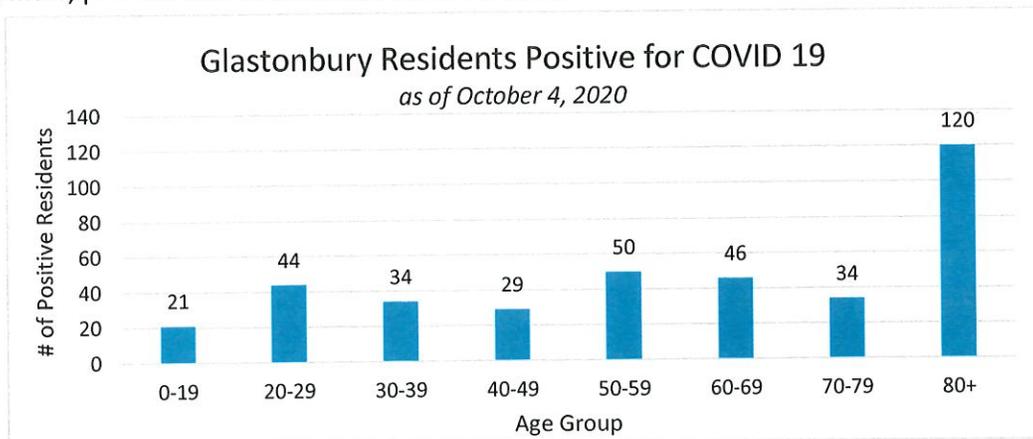
To: Richard J. Johnson
Town Manager

Fr: Wendy S. Mis
Director of Health

Re: COVID 19 update

- Numbers in (parentheses) indicate change from the previous week

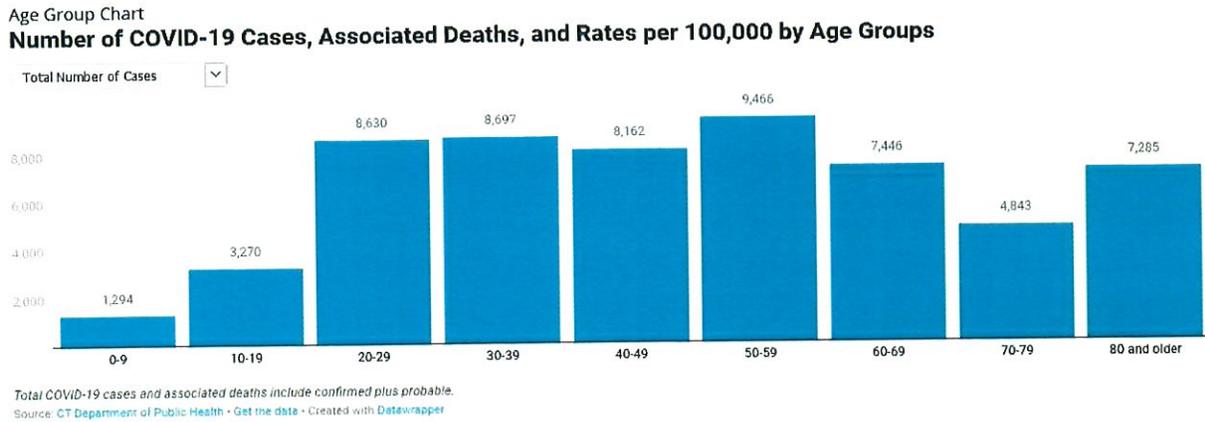
As per CT Department of Public Health (DPH) lab testing data available 10/4/20, 8,226 (+366) COVID 19 tests have been conducted on residents. Of those 8,226 tests, 378 (+13) are laboratory-confirmed positive and probable cases of COVID-19. This week's results include data corrections for previous weeks. Positive cases were added for May (+1), June (+1), and September (+7), and 4 new cases for this past week. Data correction occurs if test results are not provided timely to DPH, are received in paper form (requiring manual data entry), or need "cleaning" such as clarification of name or demographic data prior to entry into the disease surveillance database. No additional resident deaths were recorded this week. By gender, 214 (+6) female and 164 (+7) male, positive test results have been received.



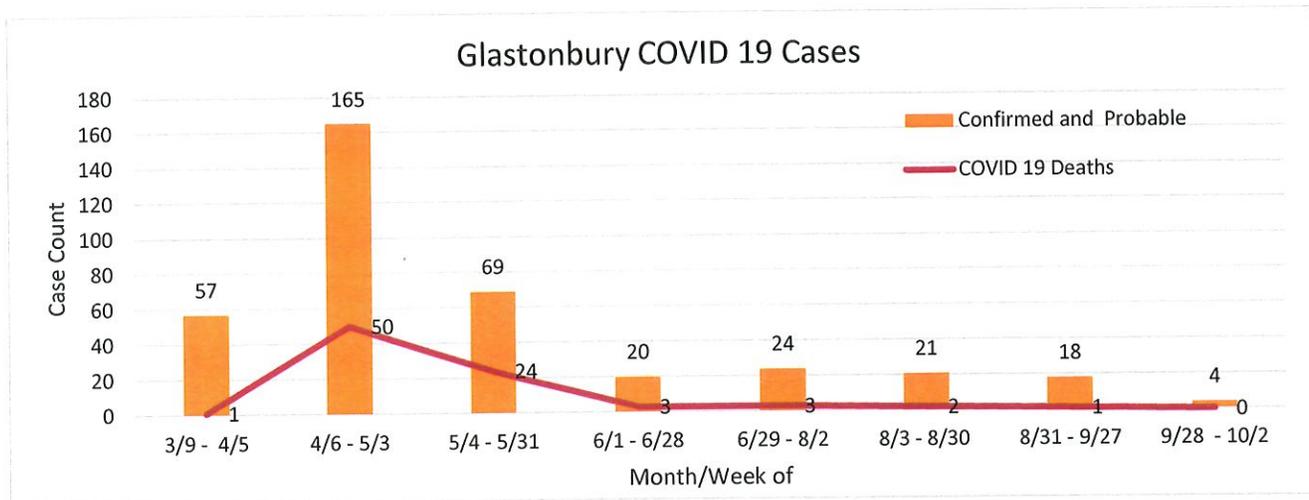
Testing is readily available in multiple locations in the greater Glastonbury area. Testing results are attributed to the town of residency as indicated on the individual's identification at the time of testing. Testing of Glastonbury residents continues to increase across all age groups. The greatest number of residents tested remains the 50 - 59 year age group. The second most frequently tested age group is the 20 - 29 year age group, followed by the 60 - 69 group. Glastonbury Health Department uses the state-required contact tracing

system to follow up on positive cases and contacts in attempt to keep the potential spread of disease and number of new cases down. Residents who answer honestly and share information during contact tracing calls can help prevent the further spread of COVID 19.

The October 5, 2020 data snapshot below from CT DPH shows the number of confirmed and probable cases in Connecticut by age group.



The graph below shows a count of residents with confirmed positive and probable cases and COVID 19 related deaths. Data for the months of March through September have been condensed and shown as monthly columns, while data for October is shown by the week. The positive case counts for the last few months remain relatively consistent, with group exposures causing most new cases.



Data from DPH is considered preliminary, and data changes as new reports are received and data errors are corrected. In an ongoing process of data assessment, DPH continues to modify how certain disease-positive lab results are considered, changing some previous counts. Probable cases of COVID-19 involve persons who have not had confirmatory laboratory testing (RT-PCR) performed for COVID-19, but whose symptoms indicate they are likely to have a COVID-19 infection. In Connecticut, most of the probable COVID-19 cases involve persons whose death certificates list COVID-19 disease or SARS-CoV-2 as a cause of death or a significant condition contributing to death. Prior to June 1, probable and confirmed cases were reported together.¹

¹ <https://portal.ct.gov/Coronavirus/COVID-19-Data-Tracker>

Sent: Monday, August 31, 2020 1:50 PM
To: Marshall Porter <marshall.porter@glastonbury-ct.gov>
Cc: Kenneth Keeney <kenneth.keeney@glastonbury-ct.gov>
Subject: THANK YOU!

Hi Chief Marshall,

Thank you so much for your wonderful letter! It was my pleasure and can't thank you enough for all that our 'Men in Blue' do each and every day to protect our communities.

I want to tell you about a few days that changed the course of my life.

From 2010 -2014, I was in an abusive relationship with no end in sight. This man abused drugs and just about sold everything in my house to support his habit. He had me believing that the police were not there to help me, but to hurt me. I was raised to respect authority and to call on when in trouble. During this relationship I was brainwashed, depressed and forbidden to call or reach out. I was even arrested myself for creating a false police report at the request of my abuser. He had me so brainwashed and scared that it was the right thing to do. I was put in a jail cell until I was able to be bonded out, my name was in the paper, and I was soooo ashamed. What a mistake that was!

UNTIL one day in 2014...A friend of mine called me to tell me that she called the police. My abuser was at M & R purchasing alcohol and proceeded to drink this alcohol while on the motorcycle. I financed this motorcycle for my abuser and he refused to keep up on the payments. I was in process of surrendering the motorcycle back to Harley Davidson but could not find it. (it was being hidden from me) My great credit was suffering, along with the rest of my miserable life at the time. I called a tow truck to help take possession of the motorcycle and headed to M & R package store to find the bike chained up. This was when I met Ken Keeney in person and the day my life FINALLY turned around. Ken must have seen the fear in my eyes and almost seemed to stall the situation (while I waited for the tow truck to arrive). My abuser was picked up by his son and a little while later the tow truck arrived. I was a shaking mess and Ken was there to make sure I was OK. While the tow truck driver was getting the motorcycle on the flatbed, my abuser showed up and caused a scene. Ken stood by my side and protected me from further abuse. He kept the abuser at a distance while the motorcycle was taken into possession. My Nightmare was ALMOST over! Ken showed me that he would get me through this. He was there to help me! Ken was the light that I needed to see that day and I am so grateful! A lightbulb went off in my head. I was DONE being abused and taken advantage of!

Not too long after I finally put all of my abuser's things outside and asked that he come get them. I WAS DONE! I asked that a couple of officers also be present to keep an eye on the situation. 2 officers showed up and helped keep him in line. He was told a few times to pick up with things and be on his way. I felt so supported from those who I was made to believe were there to hurt me.

I can't thank Ken and the rest of our officers on the Glastonbury Police Department enough. I look back at that time in my life with a smile knowing that I DID IT! I got through it. THANKS for the help of our Men in Blue!

I have also attached a picture of my home. The Red, White and Blue lights were put on in late March to show all of our first responders that we are in this together. Numerous people have stopped by to thank us for showing the community our support. The lights are lit up each night and will continue to until we are past COVID -19! We are USA STRONG.

It really feels good to know that my once dim light shines brightly and I'm able to make others smile too.

My Utmost Respect to You and Yours, Chief! Stay safe and healthy!

Sent: Friday, September 4, 2020 1:43 PM
To: khara dodds; Richard Johnson
Subject: Thank You

My wife and I want to thank you for your promptness in sending Mark DeCapua to our property on [REDACTED] in response to the clear cutting of trees behind our property. Our main concern was the logging company hired by [REDACTED] (adjacent property owner) over extending the clear cutting into our property. Mark and I went to the property lines in the back. I felt somewhat reassured that a town official witnessed the property lines and the posted no trespassing signs along the boundary between the two properties. Should any problems develop I can at least contact the town for a resolution. Mark's prompt visit this morning also gave me confidence that Glastonbury's town government is functioning well for its citizens. Mark is a great asset for the town in that he was both courteous and knowledgeable.

Thank you.

Regards,

lisa zerio

From: Glastonbury, CT Webmaster <webmaster@glastonbury-ct.gov>
Sent: Sunday, September 13, 2020 10:09 AM
To: lisa zerio
Subject: Great day at JB Williams Park

Message submitted from the <Glastonbury, CT> website.

Site Visitor Name: [REDACTED]
Site Visitor Email: [REDACTED]

Dear Ms. Zerio,
My family rented the pavilion at JB Williams Park on September 12 to host a hike and luncheon in memory of my father-in-law. We had a great afternoon at the park.

The kitchen, bathrooms and pavilion were so clean and beautiful. The kids enjoyed the playground and volleyball net. Many of us hiked the red/orange trail which was well maintained and wide to accommodate distancing for the group.

Please extend our thanks to the staff who maintain and coordinate events at JB Williams Park. They do a terrific job.

Sincerely,

9-14-2020

P.S. Please accept
this donation to
the K9 program

Thank you
To Everyone at The
Glastonbury Police
Department for your
hard work.
You are appreciated!

Hello Mark How many officers work during the day at GPD? I ask because I want to bring over Seed bagels and cream cheese one day this or next week. They have to be ordered ahead so I don't take all their stock. FYI I wasn't anywhere near the Fountain yesterday but I saw plenty of video from both sides. I commend your team for their demeanor and patience. Best always
Maria

From: Michael Magrey

Sent: Monday, September 14, 2020 8:47 AM

To: Police Department Users <PoliceDepartmentUsers@glastonbury-ct.gov>

Subject: Appreciation Photo

FYI, Some of you may be aware of the drive in event that has been going on at the Elks club in town weekly. I was sent this photo, reportedly this is what's up on the screen prior to the movie showing. Just another example of the appreciation we get in this town.



9/16/20

With immense
gratitude to all the
men + women of The
Glastonbury Police Dept.
Thank you.
I'm a grateful resident.

-----Original Message-----

Sent: Friday, September 25, 2020 8:51 AM
To: recreation <recreation@glastonbury-ct.gov>
Subject: Re: Visiting on Thursday 9/24/2020

Dear Angela,

Your facilities were superb and exactly what was described. We loved sitting in your Gazebo overlooking the river.

We met my brother there from Boston, whom we'd not seen since February and thank you very much for helping me make the decision.

The decision to come to you - was perfect.

Thanks. Stay safe and healthy.

Warm regards.

> On Sep 23, 2020, at 10:13 AM, recreation <recreation@glastonbury-ct.gov> wrote:

>

> You're very welcome. Have a wonderful visit!

>

>

> Angela Paiker

> Executive Assistant

> Town of Glastonbury

> Parks & Recreation

> (860) 652-7680

> angela.paiker@glastonbury-ct.gov

>

From: Cynthia Lea
Sent: Friday, September 25, 2020 8:27 AM
To: lisa zero; Gregory Foran
Subject: Thank you

called

She had done a Qalert about the fallen trees at Shoddy Mill and wanted to thank everyone for cleaning them up



East Hampton Ambulance Association Inc.
4 Middletown Avenue
P.O. Box 144
East Hampton, CT 06424
Neighbors Helping Neighbors Since 1953

September 22, 2020

Dispatcher Kimberly Winalski, Dispatcher Jonathan Quealy, Officer Matthew Hanlon, Sergeant Timothy Dowty, FF Jim Burke, FF Peter Freund, FF Scott Howell, FF Dan Miller, FF Chris McDowell, FF Paul Owen, FF Robb Rainville, FF Ken Royce, EMT Michelle Fuchs, EMT Dante Petruzzello, Paramedic Jeffrey Vaughan;

On behalf of East Hampton Ambulance Association, I would like to express our sincerest thanks for your rapid response to the cardiac arrest at [REDACTED] in East Hampton on September 6th, 2020.

I've personally witnessed your exemplary actions during this call, and I'm proud of how it was handled from the initial 911 call, to the first aid provided on scene and the transfer to the hospital.

I'm happy to report that the patient was successfully resuscitated and is being discharged from the hospital today. Your dedication and commitment made all the difference in obtaining a positive outcome for this family.

A personalized letter will follow in the mail to be included in your file.

Thank you for saving a life in our community.

Donald Scranton
Chief of Service
Cell: 860-918-4544
Office: 860-267-9679
Chief@ehems.org

cc: Dennis Woessner; East Hampton Police Chief
Greg Voelker; East Hampton Fire Chief
James Burke; East Hampton Fire EMS Coordinator
Gene Jopeck; Glastonbury Police Communications Supervisor
Mark Catania; Glastonbury Police Captain
Jim Santacrocce; Middlesex Health EMS Coordinator
Thomas Donnelly; East Hampton Ambulance Association Assistant Chief

Chief Donald Scranton

Phone (860) 267-9679 - Cell Phone (860) 918-4544 - chief@ehems.org - www.ehems.org

From: Smith, Austin <ATSmith@middletownctpolice.com>

Sent: Tuesday, September 29, 2020 12:09 PM

To: Marshall Porter <marshall.porter@glastonbury-ct.gov>; Mark Catania <mark.catania@glastonbury-ct.gov>

Subject: Thank you

Chief Porter and Captain Catania,

My name is Austin Smith and I am a patrol officer with the Middletown Police Department.

This morning 09/29/2020 I was dispatched to a well-being check of a resident recently discharged from the hospital who did not show up or call out of work. The resident was in fact in medical distress when I found him.

I learned during the well being check that the patient was the brother of retired Glastonbury Police Officer [REDACTED] and his sister is a resident of South Glastonbury. The patient wished for me to contact with his family to notify them that he was going to be hospitalized again. The only phone number that the patient was able to provide for me was out of service.

I called your agency and spoke to Dispatcher William Little. Dispatcher Little was tremendously helpful and thorough. It took two phone calls from me to Dispatcher Little and him researching several possible address and people files in NexGen and carry over files from Spillman before finding a working phone number.

I want to extend my gratitude to your agency and specifically to Dispatcher Little for going above and beyond to assist me. Please let Dispatcher Little know how much I appreciate his assistance.

Officer Austin Smith
Patrol Division
Middletown Police Department
[222 Main Street](#)
[Middletown, CT 06457](#)
atsmith@middletownctpolice.com
[\(860\) 638-4000](tel:(860)638-4000) Headquarters
[\(860\) 347-2541](tel:(860)347-2541) Central Dispatch
[\(860\) 638-4078](tel:(860)638-4078) Fax

Department of Community Development-Building Inspection

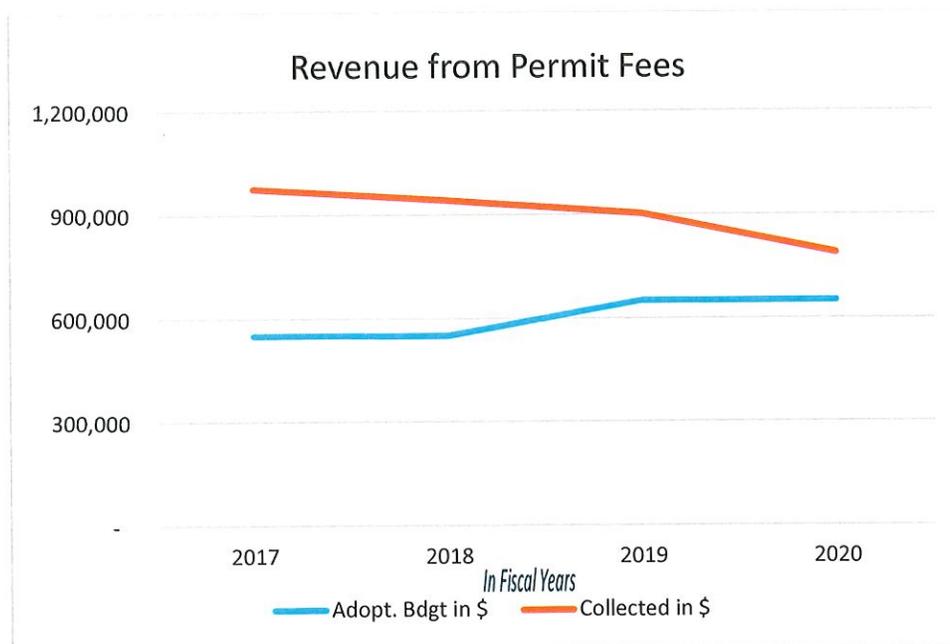
Building Permit Activity Report

October 8, 2020

At the end of FY 2020, \$788,074 was collected in revenue from building permit fees which exceeded the projected budget by \$138,074. The revenue collection was not as high at the end of the fiscal year as it was in the fiscal years proceeding it. However, this was a positive outcome considering the last quarter of the fiscal year was disrupted by the COVID-19 pandemic, which reached its peak in Connecticut in the month of April. In Glastonbury, the peak for illnesses and deaths reported was the week of April 13-19.

Analyzing the last four fiscal years, overall building permit fee collection is trending downward. However, the revenue collected stays above the projected budget each fiscal year. Overall, the gap between what is projected and what is actually collected over the past two fiscal years has narrowed.

FY	Adopt. Bdgt. in \$	Collected in \$	% Collected
2020	650,000	788,074	121.2
2019	650,150	901,868	138.7
2018	550,150	941,858	169.7
2017	550,100	975,584	177.3



Ending the first quarter of FY 2021, \$96,427 in building permit fees has been collected. This is 59 percent of what was collected last fiscal year at the end of the first quarter, which was \$164,075. This could be attributed to a number of external and internal factors. It is very likely that the drop in revenue collection is largely due to the COVID-19 pandemic which has had negative impacts on the economy and has resulted in market instability. This leads to uncertainty and hesitancy when making investment decisions in development projects. This change may also be partially attributed to the technological infrastructure issues with the new online permitting software program, which has slowed down the permit processing speed. The software vendor is currently working to troubleshoot the challenges so that more permits can be processed in less time. This may result in a slight uptick in collection over time.

Month	Adopt. Bdgt in \$	Collected in \$	% Collected
FY2020			
Aug	750,000	51,865	6.9
*Sept	750,000	96,427	12.9
FY2019			
Aug	650,000	107,592	16.6
*Sept	650,000	164,075	25.2

**End of first quarter of fiscal year*

In terms of the number of permits processed, a total of 575 permits have been processed during the first quarter of FY 2021. This is 67 percent of what was collected at the end of the first quarter of FY 2020. In both fiscal years, more permits were processed for residential uses than any other use type. In the beginning of the first quarter of this fiscal year (July and August), a higher percentage of residential permits were processed than the beginning of the first quarter of last fiscal year. At the end of September, this number dropped slightly, but there was a substantial uptick in municipal permits processed.

FY 21- Number of Permits Processed						
Month	Total	Residential		Commercial		*Municipal
			% of Total		% of Total	
Jul	199	183	91%	10	50%	5
Aug	178	162	91%	11	60%	1
Sept	198	154	78%	5	3%	39
Total	575	499		26		45

All Numbers also include electrical, mechanical and plumbing permits

Municipal permits include municipal and Board of Ed buildings

FY 20- Number of Permits Processed						
Month	Total	Residential		Commercial		*Municipal
			% of Total		% of Total	
Jul	314	242	84%	38	12%	10
Aug	277	236	85%	35	13%	6
Sept	274	266	88%	29	11%	3
Total	865	744		102		19

All Numbers also include electrical, mechanical and plumbing permits

Municipal permits include municipal and Board of Ed buildings

susan lauzier

Subject: FW: Letter to the Glastonbury Town Council and Town Manager Re: The Main Street, Buttonball, Rt. 17 Intersection

From: CHRISTINE WOOD <czw30@aol.com>

Sent: Sunday, September 27, 2020 2:16 PM

To: Thomas P. Gullotta <thomas.gullotta@glastonbury-ct.gov>; Lawrence Niland <lawrence.niland@glastonbury-ct.gov>; Deborah Carroll <deborah.carroll@glastonbury-ct.gov>; Chip Beckett <chip.beckett@glastonbury-ct.gov>; Kurt P. Cavanaugh <kurt.cavanaugh@glastonbury-ct.gov>; Mary LaChance <mary.lachance@glastonbury-ct.gov>; Jacob McChesney <jacob.mcchesney@glastonbury-ct.gov>; lillian tanski <lillian.tanski@glastonbury-ct.gov>; Whit C. Osgood <whit.osgood@glastonbury-ct.gov>; Richard Johnson <richard.johnson@glastonbury-ct.gov>

Cc: Dan Stafford <dan@danstafford.net>

Subject: Letter to the Glastonbury Town Council and Town Manager Re: The Main Street, Buttonball, Rt. 17 Intersection

Dear Glastonbury Town Council and Town Manager Richard Johnson:

With regard to the article on the front page of the Glastonbury Citizen, dated September 24, 2020: Rt. 17 Buttonball Crosswalk Discussed:

As residents on Overlook Road, just south of the Main Street, Buttonball, Rte 17 intersection, We would like to see a roundabout installed at this intersection, in agreement with Council Chairman Thomas Gullotta, as a "calming measure" to slow vehicles approaching the intersection.

This "calming measure" may also help to slow typical speeding traffic on Overlook Road, which has caused numerous accidents and property damage. If you try to maintain the speed limit on Overlook Road, you risk being traumatized by bullying drivers who seem to be in a 'highway' mentality.

Thank you,

Dan Stafford (dan@danstafford.net)

Christine Wood (czw30@aol.com)

83 Overlook Road

Glastonbury, CT 06033



INSTR # 2020006981
DATE FILED 09/29/2020 03:13:15 PM
MICHELLE KRAMPITZ
TOWN CLERK
GLASTONBURY CT

**GLASTONBURY TOWN COUNCIL
REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 22, 2020**

The Glastonbury Town Council with Town Manager, Richard J. Johnson, in attendance, held a Regular Meeting at 7:00 p.m. via Zoom video conferencing. The video was broadcast in real time and via a live video stream.

1. Roll Call.

Council Members

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

a. Pledge of Allegiance

Led by consultant Mr. Tom Phillips

2. Public Comment.

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

Erik Emanuele of 114 South Mill Drive stated that town residents need to be more welcoming of non-residents because all of the issues raised of late, such as trash and noise in public spaces, are not only caused by outsiders. Mr. Emanuele explained that he moved to Glastonbury for this reason, and he is ashamed of what he has read and heard lately. Most residents also use facilities and trails in other towns, so they should welcome others as they welcome us.

Janet Burlingame of 130 Stonepost Road stated that the proposed revision to the recreational use regulations concerning access to the Great Pond and Cotton Hollow Preserves is a good idea. Opening access to the public would bring the regulations into compliance with state law and be a welcoming gesture to visitors in town. She urged the Council to approve this bipartisan revision.

Rosy Kapur of 101 Foote Road supports the Council amendment to the resolution on the recreational use regulations. Ms. Kapur stated that, while she is a Glastonbury resident, she has a business in Avon, where she walks along the river park. If Avon were to close it off to residents only, that would be unfortunate. She is open to charging cars and providing monitoring, so that the neighboring residents are not disturbed. She noted that the issues at Cotton Hollow were caused not only by visitors, but also by town residents. She also noted that there are no trash cans available on the Cotton Hollow side or on the open space side, so a receptacle should be provided.

Tammy Ferris of 203 Lincoln Drive also strongly supports the Council's revision of the recreational use regulations, citing state code which is against prohibiting anyone from entering a park based on city of residence. Glastonbury should not open itself up to litigation. Secondly, Ms. Ferris is against racial profiling at parks.

Mr. Niland opened the floor for attendees to comment.

Bruce Bowman of 62 Morgan Drive asked for signage in front of the Town Hall, asking people to vote on Election Day. He would like to see more done for civic engagement. Mr. Bowman also requested the formation of community stakeholders to help the Town draft an affordable housing plan.

Paula Bacolini of 11 Garland Drive, also requested signage for Election Day in front of the Town Hall. She also spoke for Anne Bowman, who was not able to get on the call to speak tonight. She noted that they were both at the meeting for the Commission on Aging. She requested that the Town do more to expand affordable housing, as well as ensure that members of the community are able to be on the committee.

3. Special Reports.
a. Status Report on Age-Friendly Community Project.

Glastonbury Age-Friendly Community Initiative Core Leadership Team (CIL) Chair, Jennifer DiSette, presented a PowerPoint presentation on the initiative of making Glastonbury an age-friendly community.

Tom Phillips, consultant at TL Phillips Consulting, added that they have conducted three community outreach initiatives thus far. He noted that Mr. Johnson, Dr. Beckett, and Ms. Carroll were present at the February 13 focus meeting, where there was a consensus to focus on three high priority areas: open spaces/public buildings, transportation, and housing. He then reviewed the specifics of each domain priority: Glastonbury is rich with open spaces, which should be preserved, and renovations should be conducted on certain public buildings. For transportation, suggestions were made, such as offering a bus trolley, more shared ride options, and increasing the walkability and bikeability in town. The main issues regarding housing were affordability and walkable accessibility to services in town. Mr. Phillips also noted that they are looking at five different communities across the country which met the criteria for 'Best Practices.'

The Council agreed to schedule an item at their next regularly scheduled meeting for further discussion and possible action on this initiative.

4. Old Business.

5. New Business.
a. Discussion and possible action concerning GHS locker and restroom project.

Mr. Johnson explained that, at the last Council meeting, he provided three different concept options for the locker facility project. Last night, the BOE voted to approve all three proposals,

provided that the exterior has material that is graffiti resistant. Mr. Johnson noted that the concepts can be arranged to ensure that the materials satisfy those agreements. Because concept one is cheaper and simpler in design, they will pursue that one.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby supports concept one as the general design for the new locker and restroom facility at Glastonbury High School.

Disc: Mr. Niland is very happy with concept one because it is the cheapest option and serves its purpose. Mr. Gullotta asked when they will know the cost of this project. Mr. Johnson stated that the action tonight allows them to complete the process with the Town Plan and Zoning Commission, which would get them out to bid in the current calendar year.

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

**b. Action on proposed amendment to Town Code, Chapter 14, Article III –
Recreational Areas Use Regulations (set public hearing).**

Mr. Johnson explained that the Policy and Ordinance Review subcommittee made a recommendation that the code be amended so that both preserves, Great Pond and Cotton Hollow, be open to the public, regardless of residency. Town Attorney Laurann Asklof was consulted, who expressed that she is not in favor of barring non-residents from accessing public spaces. Mr. Johnson concluded that there will be a public hearing on October 13.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby schedules a public hearing for 8:00 p.m. on Tuesday, October 13, 2020 through Zoom Video Conferencing to consider proposed changes to Town Code Chapter 14, Article III - Recreational Areas Use Regulations, as described in a report by the Town Manager dated September 18, 2020 and as recommended by the Council Policy & Ordinance Review Subcommittee.

Disc: Mr. Osgood asked what the purpose was behind deleting section 14-44 (g) of the Glastonbury Code of Ordinances for Parks and Recreation. Mr. Johnson explained that it would be difficult to list all of the standards and prohibitions on one sign to then put in every park. They felt that the ordinance was clear in terms of what is and what is not allowed, so posting that on every park would be burdensome.

Ms. Tanski stated that this motion would make Glastonbury one of the few communities in the state to publicly recognize that parks are public spaces for the public. Mr. McChesney stated that Mr. Johnson's explanation about the Town Attorney's legal opinion was incomplete. Her finding was that not only was such a restriction on non-residents inappropriate, but it was ruled as unconstitutional. He noted that section 14-61(a) has a typo with an extra "by". Ms. Carroll echoed Ms. Tanski's comments, adding that, while they are legally obligated to enact this change, the action really comes from a philosophical belief that everyone is welcome in open

spaces in town. Ms. LaChance is very supportive of the changes. She asked if the Council will be discussing those fees at future scheduled meetings. Mr. Gullotta stated that he assumes so. Mr. Osgood noted that they had prior discussions about limiting the parking fee to an active season. He asked that a discussion on the topic be added to the agenda of their next meeting. Mr. Gullotta stated that they will add it to the agenda.

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

c. Action on proposed land acquisition (refer to Board of Finance and Town Plan and Zoning Commission; set public hearing).

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby approves the following concerning proposed Town acquisition of the Cotton Hollow Mill Site:

1. Referral to Town Plan and Zoning Commission for a report and recommendation per CGS Section 8-24;
2. Referral to Board of Finance for a \$225,000 appropriation and transfer for the proposed acquisition;
3. Schedules a public hearing for 8:00 p.m. on Tuesday, October 13, 2020 through Zoom Video Conferencing to consider proposed Town acquisition of the Cotton Hollow Mill Site;

All as described in a report by the Town Manager dated September 18, 2020.

Disc: Mr. Johnson explained that this is a concept that was presented to the Council in the spring, when they heard from residents who presented a petition to preserve the mill. The town will purchase a site for \$225,000, and in collaboration with the Historical Society, will conduct fencing and landscaping work to restore the mill walls. The farm road there would provide perpetual access to the site. Mr. Johnson noted that the Town has done some survey work, and they anticipate closing the deal by December 4, 2020.

Mr. Niland thanked Mr. Johnson for all that he has done on this initiative, and he is very happy to support it. Dr. Beckett echoed Mr. Niland's comments. Mr. McChesney is also very happy to support this, adding that it is an important part of town history. Ms. LaChance thanked Mr. Johnson and all of the citizens who came out and brought this to everyone's attention. Ms. Carroll thanked Mr. Johnson for his patience and tenacity, stating that this is a really important piece of history to preserve. Mr. Gullotta remarked that he will make good on his pledge of \$1,000. He also noted that there were 5,000 signatures asking for the mill to be preserved. There will be a partnership with the Historical Society, and he suspects they will need to fundraise. He asked those 5,000 signatories to give a contribution to the Historical Society.

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

d. Action on appropriation and transfer \$125,000 – renovation of Town-owned residence at 2157 Main Street (refer to Board of Finance; set public hearing).

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, the Glastonbury Town Council hereby refers to the Board of Finance the request for a \$125,000 appropriation and transfer for improvements to the Town-owned property at 2157 Main Street and schedules a public hearing for 8:00 p.m. on Tuesday, October 27, 2020 through Zoom Video Conferencing, as described in a report by the Town Manager dated September 18, 2020.

Amendment by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, the Glastonbury Town Council hereby refers to the Board of Finance the request for a \$150,000 appropriation and transfer for improvements to the Town-owned property at 2157 Main Street and schedules a public hearing for 8:00 p.m. on Tuesday, October 27, 2020 through Zoom Video Conferencing, as described in a report by the Town Manager dated September 18, 2020.

Disc: Mr. Niland is in favor of the amendment, stating that the Council has a unique opportunity to provide affordable housing in a desirable area in town. They absolutely need to move forward on this project. Ms. Tanski is also in agreement. She explained that there is a strong interest on the part of the town to maintain this property anyway, because it is owned by the town. She also recognized the Town Manager for his efforts in ensuring that this property operated as an affordable housing unit for many years, even when it wasn't officially designated as such. She hopes this encourages the Council to find more affordable housing opportunities, so she will support the amendment and the motion.

Dr. Beckett is glad that they are working with the housing authorities. This is a town property, and it is important to take care of town facilities for the 21st century. For example, they need to remove the lead from this property before renting it out. Mr. Osgood understands the desire to do this, but he is concerned about what it reflects for policy. The house was purchased to control the area around the Town Hall. He asked, does the Council still believe that this house has value as a holding for potential expansion to the Town Hall? Mr. Gullotta replied yes, because they cannot predict what the town would do a century from now. This was a good property to acquire.

Mr. McChesney is very excited to see steps towards getting affordable housing. This building presents an opportunity to expand affordable housing in town. That is the value that he sees in this building. Ms. LaChance agreed with Ms. Tanski, Mr. Niland, and Mr. McChesney. Oftentimes, affordable housing is not in the most desirable areas, so to have something in the center that is walkable is very nice and exciting.

Result: Amendment passed with one abstention {7-0-1}. Mr. Osgood abstained.

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

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

NO 1: TRANSFER FROM THE GENERAL FUND-UNASSIGNED FUND BALANCE (\$320,826) AND SEWER OPERATING FUND (\$11,725) FOR GOODS AND SERVICES ORDERED BUT NOT YET RECEIVED AS OF JUNE 30, 2020.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby approves a transfer from the General Fund-Unassigned Fund Balance (\$320,826) and Sewer Operating Fund (\$11,725) for goods and services ordered but not yet received as of June 30, 2020, as described in a report by the Town Manager dated September 18, 2020 and as recommended by the Board of Finance.

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

NO 2: \$100,000 TRANSFER FROM THE GENERAL FUND-UNASSIGNED FUND BALANCE TO THE BULKY WASTE CLOSURE FUND.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby approves a \$100,000 transfer from the General Fund-Unassigned Fund Balance to the Bulky Waste Closure Fund, as described in a report by the Town Manager dated September 18, 2020 and as recommended by the Board of Finance.

Disc: Mr. Johnson explained that this is the action that the Council initiated when they established the Closure Fund. On a going forward basis, sale of fill to the bulky waste facility will automatically be deposited to the Closure Fund. Mr. Osgood asked the Town Manager to check and see if that is indeed the case.

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

NO 3: \$150,000 TRANSFER FROM GENERAL FUND-UNASSIGNED FUND BALANCE TO POLICE-CAPITAL OUTLAY FOR PURCHASE OF POLICE BODY CAMERAS.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby approves a \$150,000 transfer from the General Fund-Unassigned Fund Balance to Police Capital Outlay for purchase of police body cameras, as described in a report by the Town Manager dated September 18, 2020 and as recommended by the Board of Finance.

Disc: Mr. Johnson explained that there is the potential for a grant of up to 50% reimbursement to purchase police body cameras, provided they move forward on the application expeditiously. He noted that body cameras are required by July 1, 2022. Police Chief Marshall Porter concurred with Mr. Johnson's statements. Mr. Niland thanked the Town Manager and the Police Chief for this action. Mr. McChesney concurred, stating that this is a good idea moving forward because video evidence is often the best way to combat baseless claims.

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

e. Action on Resolution authorizing the issuance of refunding bonds for General Obligation Project loan (Sewer Bonds) and General Obligation Bonds.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby approves the RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$13,000,000 REFUNDING BONDS FOR PAYMENT IN WHOLE OR IN PART OF THE OUTSTANDING PRINCIPAL OF AND INTEREST AND ANY CALL PREMIUM ON THE TOWN OF GLASTONBURY'S \$18,600,000 GENERAL OBLIGATION PROJECT LOAN OBLIGATION AND \$2,715,000 GENERAL OBLIGATION BONDS, ISSUE OF 2011, SERIES A; AND COSTS RELATED THERETO as described in a report by the Town Manager dated September 18, 2020.

RESOLVED,

(a) That the Town issue its refunding bonds, in an amount not to exceed THIRTEEN MILLION DOLLARS (\$13,000,000), the proceeds of which are hereby appropriated: (1) to fund one or more escrows, to be applied together with the investment earnings thereon, to the payment in whole or in part, as determined by the Town Manager and the Treasurer of the Town, of the outstanding principal of and interest on the Town's \$18,600,000 General Obligation Project Loan Obligation dated May 31, 2011 (consisting of \$18,600,000 Sewer Bonds) and the \$2,715,000 General Obligation Bonds, Issue of 2011 Series A (consisting of \$2,665,000 School Bonds and \$50,000 General Purpose Bonds), including the payment of interest accrued on said bonds to the date of payment, and (2) to pay costs of issuance of the refunding bonds authorized hereby, including legal fees, consultants' fees, trustee or escrow agent fees, underwriters' fees, net interest and other financing costs and other costs related to the payment of the outstanding bonds described above. The refunding bonds shall be issued pursuant to Section 7-370c of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town. The Town Manager and the Treasurer of the Town shall sign the bonds by their manual or facsimile signatures. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds. The Town Manager and the Treasurer are authorized to determine the amount, date, interest rates, maturities, redemption provisions, form and other details of the bonds; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds; to provide for the keeping of a record of the bonds or notes; to

sell the bonds at public or private sale; to deliver the bonds; and to perform all other acts which are necessary or appropriate to issue the bonds.

(b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that costs of the refunding may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the refunding. The Town Manager and the Treasurer are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(c) That the Town Manager and the Treasurer are authorized to make representations and enter into written agreements for the benefit of holders of the bonds to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds.

(d) That the Town Manager and the Treasurer are authorized to take all other action which is necessary or desirable to enable the Town to effectuate the refunding of all or a portion of the Refunded Bonds, and to issue refunding bonds authorized hereby for such purposes, including, but not limited to, the entrance into agreements on behalf of the Town with underwriters, trustees, escrow agents and others to facilitate the issuance of the refunding bonds, the escrow of the proceeds thereof and investment earnings thereon, and the payment of the outstanding bonds in whole or in part.

(e) That the above authorization to issue refunding bonds shall lapse on June 30, 2022.

Disc: Mr. Johnson explained that they were advised by the State Treasurer's Office of the potential to refund clean water funds that were originally issued in 2011. These are 20-year bonds at a low interest rate of 2%. Given the low market, there is the opportunity for additional savings. He explained that when they saw the notice on September 10, they immediately went forward. It is on a first come, first serve basis. As soon as the community can prepare itself to go forward, they will issue approval to refinance. They have forecasted savings of some \$500,000 over the next 10-11 years. Mr. Gullotta expressed that this action has his full support.

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

f. Action on Pension Plan Amendment No. 18.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Town Council hereby approves Amendment No. 18 to the Town Pension Plan for Divisions 001, 002, 004, 005, 006 and 007, as described in a report by the Town Manager dated September 18, 2020.

Disc: Mr. Johnson explained that these are amendments to the pension that become effective through either collective bargaining or Council action. Periodically, the Council will approve the action and then later go back to make a formal amendment for those changes. This motion is a codifying action of prior collective bargaining approvals or Council action.

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

6. Consent Calendar.

a. Between department transfer – 2020 year-end close out.

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby approves a \$36,302 between department transfer from Parks and Recreation Part-Time Wages to Debt Service (\$2,700) and Legal Services (\$33,602) to close out fiscal year 2020, as described in a report by the Town Manager dated September 18, 2020 and as recommended by the Board of Finance.

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

7. Town Manager's Report.

Mr. Johnson explained that, regarding item #3, they will repeat a very popular program from last year, where residents purchased compost bins and rain barrels, as part of their sustainability initiative. They will schedule pickups behind the Town Hall on Saturday, October 17. Regarding item #1, the Neighborhood Assistance Act project was approved by the state. If anyone wishes to support open space in town, outside of the NAA, they can contribute to the Reserve for Land Acquisition and Preservation fund. Regarding item #5, Mr. Johnson noted that the fiscal year ended in a positive way. There were two one-time revenues: the settlement for the Riverfront Park and a final repayment of funds for the school A/C. Generally, operating revenues met budget but did not greatly over-exceed. There was significant savings on the Town's side in expenditure, with an offset revenue loss, in some cases. In total, the unassigned fund balance grew by a little over \$3 million net.

On item #7, Mr. Johnson explained that the bid process for the Main Street sidewalks is complete, and construction will begin this season. The long-term resident at 1098 New London Turnpike, which is an affordable housing unit, has advised of her plans to purchase a home. Mr. Johnson stated that they would like to work with the Housing Authority to have that property available, the same as 2157 Main Street, for an affordable housing, low-income family. Mr.

Johnson explained that the town runs a very efficient state wastewater treatment plan. Glastonbury's sewer use rates are among the lowest statewide, falling in the lowest quartile.

Mr. Niland noted that, during the public comment session, someone made a comment about installing trash cans at both of the entrances of Cotton Hollow. Mr. Johnson stated that he will check with Parks and Recreation tomorrow to make certain that they are there now. Mr. Niland stated that there was a second question from the public on putting up voting signs by the Town Hall. Mr. Johnson stated that it is a good suggestion, which he will take to the Registrar tomorrow. Mr. McChesney remarked that the 1098 New London Turnpike property is in a nice location, next to the high school. He is looking forward to seeing what comes of that.

8. Committee Reports.
a. Chairman's Report.

Mr. Gullotta explained that the Rules of Procedure Subcommittee is meeting, and he would like to see if there is a consensus on the following suggestion: if a letter submitted for public comment session contains obscenities or allegations against town employees or councilmembers, Ms. Carroll will acknowledge that a letter has been submitted by that individual but will not read it. Ms. Tanski stated that she, Mr. McChesney, and the Town Manager just had a meeting to this effect. She stated that formalizing a policy regarding things like profanity or threatening language would put them in a much more secure place legally than just censoring out people's complaints about town officials or staff. Mr. Osgood agreed with Ms. Tanski, adding that they could refer this to Code of Ordinances and put that on the agenda for their next meeting.

Mr. Niland expressed concern that if people are making false, unfounded allegations against any town employees, then this is not the proper forum for those comments. Dr. Beckett stated that obscenities could easily be addressed with the following statement: "this letter contains obscenities; we will note that in the record." Unethical statements or illegal allegations are a very limited number of comments, so they can say that those comments were received but will not read them because a Zoom meeting is not the appropriate place for that.

Ms. Carroll assured the Council that she will not read any profanity, but the challenge is, when people would attend in-person hearings, they could say whatever they wanted. When egregious comments are submitted in writing and she is asked to read them out loud, she simply does not know what to do. She requested that if anyone in the general public has a heavy-duty grievance against a councilmember or town employee, they should just call in. Mr. McChesney stated that it is important to remember that they are dealing with both their normal rules and procedures, as well as the special rules that they adopted to deal with COVID-19, which entails holding meetings via Zoom. At the end of the day, all public comments are submitted into the record. He stated that, while they do not want to force Ms. Carroll to read obscenities or slanderous comments about her fellow councilmembers, it is appropriate to have this conversation as a group.

- b. MDC. *None*
- c. CRCOG. *None*



d. Rules of Procedure Subcommittee Report and Recommendation.

Mr. McChesney stated that the subcommittee met yesterday and started discussing potential changes. They reviewed some language from the BOE to see how they deal with inappropriate conduct. Mr. McChesney reminded the Council that they have an opportunity to have Mr. Johnson address public comments earlier in the evening in a special reports section.

- 9. **Communications.**
 - a. **Letter from Reverend Richard Allen regarding affordable housing.**
- 10. **Minutes.**
 - a. **Minutes of September 8, 2020 Regular Meeting.**

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

Result: The minutes were accepted as presented {8-0-0}.

- 11. **Appointments and Resignations.** *None*
- 12. **Executive Session.**
 - a. **Potential land acquisition.**

Motion by: Ms. Carroll

Seconded by: Dr. Beckett

BE IT RESOLVED, that the Glastonbury Town Council hereby enters into executive session to discuss a potential land acquisition at 8:55 P.M.

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

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

No votes were taken during the Executive Session, which ended at 9:20 P.M.

Meeting adjourned at 9:21 P.M.

Respectfully submitted,

Lilly Torosyan

Lilly Torosyan
Recording Clerk

Thomas Gullotta
Chairman



**GLASTONBURY TOWN COUNCIL
SPECIAL MEETING/POLICE OPERATIONS WORKSHOP MINUTES
TUESDAY, SEPTEMBER 29, 2020**

The Glastonbury Town Council with Town Manager, Richard J. Johnson, and Police Chief Marshall Porter in attendance, held a Special Meeting at 7:00 p.m. at the Council Chambers of Glastonbury Town Hall, which was broadcast to the public in real time and via a live video stream.

1. Roll Call.

Council Members

Mr. Thomas P. Gullotta, Chairman
Mr. Lawrence Niland, Vice Chairman
Dr. Stewart Beckett III
Ms. Mary LaChance
Ms. Deborah A. Carroll
Mr. Jacob McChesney
Mr. Whit C. Osgood
Mr. Kurt Cavanaugh
Ms. Lillian Tanski

a. Pledge of Allegiance *Led by Dr. Beckett*

2. Special Business as contained in the Call.

a. Presentation and discussion concerning Police operations, protocols and procedures.

Mr. Johnson explained the background behind holding this workshop. He noted that a concern came up of a photo, which circulated on the website of a candidate running for state representative, showing off-duty police officers in uniform. Mr. Johnson brought it to the attention of the bargaining unit, who immediately agreed that it was inappropriate, understanding its unintended consequences, and they removed the photo. Mr. Johnson subsequently asked the Police Chief to update the Glastonbury Police Department's (GPD) policy regarding uniforms, to indicate that uniforms are only appropriate when an officer is on duty and/or on official department matters. He also noted that most officers were not aware that there are state statutes which call for the separation of individual endorsements from their work assignments. Mr. Johnson will send a note to the police department and to all members of Town staff, alerting them of this fact.

Mr. Johnson began the presentation by reviewing the hiring practices and accreditations of police officers, noting that the process to become a police officer in Glastonbury is very rigorous. Chief Porter built on that point, explaining that the GPD is a CALEA accredited agency, which automatically makes them a CLESP accredited agency, as well. He noted that their agency operates under a vast set of standards and policies that are continually reviewed internally and externally by auditors from CALEA. This auditing is primarily done through a software system.

Ms. Carroll remarked that Glastonbury is one of only 28 police departments that are currently CALEA accredited, out of 106. She asked why that number is so low. Chief Porter explained that part of it has to do with cost. The GPD pays CALEA around \$11,500 a year to belong to it and spends another \$5,000 a

year in software fees to ensure compliance. Mr. Johnson added that belonging to CALEA is also a rigorous process, requiring a lot of work from staff. The Chief explained that CALEA's approach is welcomed: they tell them what needs to be done in order to be in compliance, but they do not tell them how to get there.

Dr. Beckett asked if, for non-violent cases, such as those concerning mental illness, how does the GPD address those situations differently than all of the negative cases that have been highlighted nationwide recently. Chief Porter explained that the requisite standards and training put GPD in a good place to respond to things in a tremendous way. When it comes to a concern of mental health, they typically transport the individual to the hospital for a mental health examination. This year alone, they had 107 such cases, but the true number of examinations could be even higher because that statistic only accounts for those who were transported. The Chief also noted that their agency has a crisis intervention coordinator, who is trained and manages their training and policies, reviews cases, and collaborates with other state and local agencies to confer on getting people help. GPD has 23 officers trained in crisis intervention, which is a large number for a department as small as Glastonbury's.

Chief Porter explained the primary functions of the police department, stating that what sets GPD apart from other departments is the tremendous effort they put into community collaboration. They have a lot of specializations that other police departments simply do not have, such as the traffic unit. He also noted that school resource officers play an important role in the school systems, by teaching important topics, like bullying, school safety, and drugs/alcohol safety at the school level.

Ms. Tanski asked for an estimate on the time that the GPD spends on community outreach activities. Chief Porter stated that there is one officer who is dedicated full time to community outreach, but all staff perform some level of community outreach. Ms. Tanski asked if the Chief has an opinion on the importance of personal service in Glastonbury, specifically in regard to its effect on public safety. Chief Porter replied yes, it is important that the community knows and trusts their police department. Policing is much easier and community safety is more solid when the police department has the trust of its community. In the three years he has been the Chief of Police in Glastonbury, the community support and feedback he has received has been incredible.

The Chief explained that GPD has many partnerships. Their community outreach officer collaborates, on some level, with many groups, such as the Community Case Review, which comes together to find a common solution to a specific situation or problem in Town. Chief Porter noted that he has not seen that type of collaboration involving a police department elsewhere. He listed some examples of the types of issues they address, such as working with faith-based organizations, local businesses, and community groups in developing safety plans.

The Chief also explained that their hiring process is very comprehensive. Glastonbury is a very difficult place to become a police officer because they are highly selective. He walked through the process, which starts from HR's posting, written tests, physical tests, interviews (the initial panel interview then an interview with the Chief), background checks, polygraph tests, references, medical examinations/drug screenings, and a physical. At the very end of the process, the Town Manager gets the final say on whether they hire that person or not. Mr. Johnson added that the career fairs they used to attend to try to recruit new hires were great, and they hope to get back to that, once the COVID-19 situation allows. He also noted that workplace diversity is a nice toolkit to best publicize their positions.

Ms. Tanski asked if the GPD has found successful candidates through the efforts of workplace diversity. Mr. Johnson stated that they started some months ago and have not had many recruitments, but their whole effort is to make sure that they have as diverse a candidate pool as possible. Mr. McChesney asked if there are any particular areas they visit, for the job fairs. Chief Porter replied, high schools and a few colleges who reach out to the GPD regularly, such as Quinnipiac University. Mr. Johnson added that they have visited the New Haven area a lot.

Mr. McChesney asked how diverse applicants have been for open positions. Chief Porter stated that he cannot speak to that. He and Mr. Johnson agreed to check in with HR. Mr. Johnson added that one of the challenges with hiring police officers is that, very often, a candidate will apply to many different towns concurrently, and each town is working through the process like Glastonbury. Therefore, that same candidate could have five departments where they have applications pending simultaneously. Mr. McChesney asked if there are other red flags they look for in candidates, other than the polygraph test. Chief Porter stated that psychiatrists look for various psychoses, temperament issues, and the like. Social media, in particular, reveals a lot about an individual's affiliations that may not be in line with the values of GPD. They look at a lot of things and try to put them in the context of the bigger picture.

The Chief noted that once a candidate makes it through the hiring process, they then enter the POST Academy program, which lasts 28 weeks. After that, they enter a 16-week field training program, followed by a one-year probationary period, with monthly evaluations. The final step is the final recommendation from the Police Chief to the Town Manager. Overall, it is a rigorous process, as over 20% of candidates do not get through the post-hire process. The Chief also noted that training never stops. Officers are required by police officer standards to have recertification training every year or every three years, depending on the policy/standard. The Chief added that training is directly correlated with performance and job satisfaction, and Glastonbury goes above and beyond what POST requires.

Mr. Gullotta brought up the nationwide outrage over an officer's fatal act of placing his knee on someone's neck and not being held accountable for it because he was deemed to be simply "doing his job." He asked if there is any focus on ethics in training in Glastonbury, in order to prevent that kind of behavior. Chief Porter stated that their policies reflect CALEA standards, and they are very quick to adapt to situations. Fair and impartial policing is part of everyone's retraining. He acknowledged that, as a police chief, he has no tolerance for that kind of behavior, such as excessive use of force that can result in someone's death. The Chief noted that that problem does not exist in Glastonbury, as he has never received an abuse of force complaint in his entire time as police chief in Glastonbury. Chief Porter also noted that he is working with HR and a vendor to come up with an implicit bias training. Mr. Johnson added that they are working with a consulting firm for the entire Town workforce, to help raise everyone's awareness about this issue, which is kick off soon. Ms. Tanski asked for an estimate of the financial implications of the investment they make in training on a year to year basis. Chief Porter stated that he will get that information to the Council soon.

Chief Porter explained that the Annual Profiling Report, which has existed since 1999, prohibits police officers from stopping, detaining, and/or searching motorists solely based on race, ethnicity, or gender. The IMRP at CCSU analyzes electronic stop stat monthly submissions for the GPD. Glastonbury has never been identified as having racial disparities in their traffic stops. The Chief went over some of the analytics that the system measures, such as the veil of darkness and hit rates, and Glastonbury is right where it needs to be. He also noted that the Racial Profiling Data is accessible to everybody online. Ms. Tanski asked if there is any data on calls for service that the department receives, and any racial

implications that those present. The Chief replied, they have a very robust data mining software, which can pull information on any specific request desired.

Chief Porter then described the complaint process, noting that the department receives complaints about their employees, like every other police department. Many of those complaints revolve around FOI or are just misunderstandings, but they take all complaints seriously and investigate them thoroughly. The GPD complies with CALEA and POST minimum standards when it comes to investigating complaints against staff. The Chief noted that they must retain the records of an officer for a certain period of time following such events as disciplinary action or reprimand.

Chief Porter noted that they see a broad spectrum of complaints for many reasons. Some claims have been refuted by video and/or audio footage from dash cameras. They also have an early warning system to avoid getting to complaints in the disciplinary process. Also, yearly evaluations (monthly and daily evaluations, in the case of new employees), and supervisory notes all serve as preventative methods for complaints against officers. Mr. Gullotta asked if officers' social media posts are still looked at, even after they are hired. Chief Porter said no, but they have a strict social media policy that regulates content. Mr. Gullotta stated that it would be a very good early warning indicator. Chief Porter noted that it is a good suggestion and worth considering, at least with public posts.

Ms. Tanski asked if the policy around social media is reviewed on a regular basis with officers. Chief Porter stated that there are a number of policies that they review regularly. Officers need to review them online on a scheduled basis. In some cases, they are trained on them practically, too, such as with firearms. Ms. Tanski requested that, going forward, they not invest Town resources in staff to baby officers who have been trustworthy so far in their use of social media because they seem to be doing it responsibly.

Mr. McChesney asked about the investigatory complaints process. Chief Porter explained that any staff member can take a complaint, but they are usually directed to a supervisor. Complaints typically go to the Chief, who may assign less serious issues to a line supervisor and very serious ones to either the captain or the lieutenant. Chief Porter noted that, on average, they respond to about 17,500 calls for service per year and receive an incredibly small amount of complaints (3-9 complaints per 17,500 calls), a third of which have been sustained, and all have been investigated. Mr. McChesney asked what the majority of the source of complaints are about. Chief Porter stated that many of them deal with demeanor, such as an officer being rude, but they also typically receive a lot of misinformation or miscommunication types of issues, such as those regarding FOI. Chief Porter noted that the new Police Accountability Act is requiring body cameras by July 2022, but GPD hopes to be ahead of the curve. In-car cameras were installed by October 2018, and the body cameras should be in over the next several months.

Mr. Johnson pointed out that they have received questions about what comprises a personnel file. He explained that the statutes outlined what goes into it. Generally, personnel files are used to determine eligibility of employment, promotion, and discipline. Medical information and civilian complaints are filed separately and are not included in the personnel files. Regarding collective bargaining, their contract with the Town's police department is consistent with State of Connecticut labor laws. Mr. Johnson also clarified that Glastonbury has not participated in the Military Surplus program in two years. Prior to that, they had three rifles for ceremonial purposes. They do have a mobile command center, but it was not part of the Military Surplus program.



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 MICHELLE KRAMPITZ
 TOWN CLERK
 GLASTONBURY CT

Chief Porter went over what the Police Accountability Act encompasses. He noted that the bill is expansive. POST is responsible for coming up with the following: standards and requirements; equipment, such as the requirement of body cameras; training and oversight; certifications; and actions in the field. Ms. Tanski asked about qualified immunity. Chief Porter explained that there are still a lot of questions, so he is not comfortable answering that question. Mr. Johnson stated that changes in liability is on everybody's radar screen, so they will look at that very carefully.

Mr. Osgood asked if there are any issues in performance with officers working overtime. Chief Porter said no, there are rules in place that limit the number of hours of overtime an officer can work. The GPD is also fairly well staffed, and they are careful to make sure that officers are not affected by excessive hours. Mr. McChesney asked how many times the Town has been sued in the last few years for police action, if at all. Mr. Johnson stated that they did have one issue which resulted in a settlement, but that was several years ago.

Dr. Beckett thanked both the Town Manager and the Police Chief for their presentation and remarked that he is very proud of the GPD. Mr. Gullotta echoed his comments. He also noted that while the public was not involved in this meeting, due to the nature of the format caused by the COVID-19 pandemic, members of the public can submit a comment through a Town Council meeting, which will then be directed to the Police Chief and will be addressed.

3. Adjournment.

The meeting was adjourned at 8:55 P.M.

Respectfully submitted,

Lilly Torosyan

Lilly Torosyan
Recording Clerk

Thomas Gullotta / sec

Thomas Gullotta
Chairman

TOWN OF GLASTONBURY
NOTICE OF APPOINTMENT

Date: 9/21/2020

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

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

appointed Jeff Bodcan
(Name)

372 Bird Mountain Rd telephone: 860-463-9296
(Address)

to the Board of Assessment Appeals (alternate)
(Board, Commission, Committee)

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

(Address)

- Renomination of present appointment
- New appointment

Term of office: From 11/1/2020 To 12/2/2024

Political affiliation: Republican

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

Signed: [Signature]
Town Committee Chair

Signed: _____
Council Clerk

susan lauzier

Subject: FW: Board of Ed
Attachments: beut comm nom.pdf; boe nom.pdf

From: Kristy Notarangelo <knotarangelo@me.com>
Sent: Monday, October 5, 2020 12:18 PM
To: George Norman <georgepnorman15@outlook.com>
Subject: Re: Board of Ed

Hi George,

I attached the letter. Please let me know if there are anything further required.

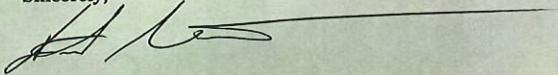
Thanks

October 5, 2020

To Whom It May Concern,

Due to increased work commitments and preparation for relocation, I hereby submit my resignation from the Board of Education.

Sincerely,



Kristy Notarangelo
55 Fawn Run, Glastonbury CT 06033
914-456-0704
knotarangelo@mac.com

TOWN OF GLASTONBURY
NOTICE OF APPOINTMENT

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

Date: 10/6/2020

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

appointed Evan Seratan (Seretan)
(Name)

99 Fox Den Rd telephone: 561-797-2595
(Address)

to the Board of Education
(Board, Commission, Committee)

This appointment was made to fill the vacancy left by: Kristy Notarangelo
(Name)

55 Fawn Run
(Address)

- Renomination of present appointment
- New appointment

Term of office: From Oct 19, 2020 To Nov 2023

Political affiliation: Republican

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

Signed: [Signature]
Town Committee Chair

Signed: _____
Council Clerk

TOWN OF GLASTONBURY
NOTICE OF APPOINTMENT

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

Date: 10/6/2020

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

appointed Jody Kretzmer
(Name)

2400 Hebron Ave. telephone: 860-748-5700
(Address)

Community
to the Beautification Committee
(Board, Commission, Committee)

This appointment was made to fill the vacancy left by: Linda De Groot
(Name)

1803 Main St.
(Address)

Renomination of present appointment

New appointment

Term of office: From Oct 2020 To Nov 2023

Political affiliation: Republican

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

Signed:

[Signature]
Town Committee Chair

Signed:

Council Clerk