



RECEIVED  
MAY 15 REC'D  
BRANFORD TOWN CLERK

Representative Town Meeting  
May 9, 2023  
Meeting Minutes

Moderator: Dennis Flanigan	Clerk: Donna Laich
Majority Leader: Ray Ingraham	Minority Leader: Tracy Everson

The RTM convened on Tuesday, May 9, 2023 at 8:00 p.m. at Branford Fire Headquarters, 45 North Main Street, to consider and act upon the following matters.

1. Roll Call:

**Representatives present:** Alfone, Amore, Anderson, Barron (virtual), Black, Brooks, Conklin, Erlanger, Everson, Flanigan, Greenberg, Healy, Hentschel, Hynes, Ingraham, Laich, Maresca, Prete, Sires, Shrestha, Stepanek, Sullivan, Riccio, Twohill, Verderame.

**Representatives absent:** Bonenberger, Torelli, Wells, Witkowski.

**Ex Officios present:** 1<sup>st</sup> Selectman Cosgrove, Town Clerk Arpin

2. Approval of the minutes of the previous meeting:

Rep. Ingraham moved to accept the minutes of the 4/19/23 RTM meeting, 2<sup>nd</sup> by Rep. Riccio. The motion was unanimously approved in a voice vote.

3. Reception of communications, reports of committees, and citizen petitions:

Moderator Flanigan read the following communications (see attached):

- a. Letter from Kate Galambos re: leaf blowing ordinance. Moderator Flanigan sent this item to Rules and Ordinances.
- b. Letter from Selectman Cosgrove re: the establishment of a harbor management commission. Moderator Flanigan sent this to Rules and Ordinances.
- c. Letter from J. Finch (finance director) re: the neighborhood tax credit program. Moderator Flanigan referred the letter to Administrative Services.

4. To consider, and if appropriate, approve the following transfer in the current year to reduce tax requirements in the FY2024 requested budget:

Transfers from Fund Balance

Increase: 10190000-480296	Fund Balance	\$646,000
Increase: 10150000-599110	Transfer Out-Capital Fund 700	\$646,000

Transfers Capital Fund 700

Increase: 700-90000-490010	Transfer In	\$646,000
Increase: 700-48000-579400-23xx	BOE Security System	\$646,000

**RESOLVED:** That the RTM approves an appropriation from undesignated fund balance of \$646,000 to

fund an appropriation for a school security system. This appropriation increases the Fiscal year 2023 General Fund budget from \$124,821,065 to \$125,467,065.

Rep. Healy reported Ways and Means heard this last month as a re-referral. He gave a brief description of the new system and reported it passed committee 4-0 with 1 abstention. Rep. Healy amended the number quoted above from \$646,000 to \$540,800 and put the item forward as a motion to the RTM for approval. This changes the General Budget amount from \$124,821,065 to \$125,361,865.00. Rep. Sires made a motion to re-refer the item; 2<sup>nd</sup> by Rep. Riccio. A lengthy discussion continued. Superintendent Hernandez provided clarification to questions raised. Mr. Jerolmann (resident) spoke regarding his concerns. Rep. Brooks requested a brief recess. After a five-minute recess, the motion to re-refer failed in a voice vote. Rep. Healy's original motion for approval passed in a voice vote.

**5. The Board of Finance approved the following budget for fiscal year 2023-2024:**

<b>Board of Education: Operating Budget</b>	<b>\$62,911,644</b>
<b>Board of Education: Special Education</b>	<b>\$0</b>
<b>Board of Education Capital &amp; Leases</b>	<b>\$571,925</b>
<b>Subtotal Board of Education:</b>	<b>\$63,483,569</b>
<b>Town Departments:</b>	<b>\$67,027,199</b>
<b>TOTAL</b>	<b>\$130,510,768</b>

A. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$63,483,569 to the Board of Education (Operating Budget + Capital) for fiscal year 2023-2024. (modified to \$62,911,644)

B. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$67,027,199 (changed to \$66,832,199) for all other Town Departments for fiscal year 2023-2024.

- a. Report and adoption of Education Committee budgets
- b. Report and adoption of Ways and Means budgets
- c. Report and adoption of Rules and Ordinances budgets
- d. Report and adoption of Public Services budgets
- e. Report and adoption of Administrative Services budgets.

Rep. Ingraham made a motion to approve the budget as recommended by the board of Finance. The motion was 2<sup>nd</sup> by Rep. Healy. Individual committee budget reports follow:

Rep. Prete reported on the Education Budget stating it passed 6-0 in committee (1 member absent). (Procedural questions re: tonight's format raised and answered)

Rep. Prete reported on the two library budgets (Willoughby Wallace and Blackstone) stating the budgets passed in committee 6-0. A brief discussion followed with comments from RTM representatives.

Rep. Healy reported on the budgets reviewed by the Ways and Means committee, listing each budget heard, stating they approved in committee 5-0.

Rep. Black reported on the budgets reviewed by the Rules and Ordinances committee. He listed the budgets stating all budgets were approved in committee.

Rep. Conklin reported on the budgets reviewed by the Public Services committee. He listed the budgets stating the budgets passed in committee 4-0. Brief comments were made by RTM Rep. Sullivan.

Rep. Verderame reported on the budgets reviewed by the Administrative Services committee. She listed the budgets reviewed and stated the budgets passed as presented 5 in favor and 1 abstention.

Rep. Ingraham made a motion to amend the Town Departments budgets to reflect a reduction in an amount of \$195,000.00 (from pensions and contributions), 2<sup>nd</sup> by Rep. Sullivan. Rep. Hentschel made a motion to amend the amendment made by Rep. Ingraham. He moved to reduce the \$195,000.00 reduction (motion by Rep. Ingraham) to \$167,560.00 in order to add a part time employer to the Planning and Zoning department (\$27,440.00), 2<sup>nd</sup> by Rep. Brooks. A brief discussion continued. Selectman Cosgrove stated that the role of this body is not to create new positions, and clarified other questions and recommendations regarding Public Works. Rep. Hentschel's motion failed in a voice vote. Rep. Ingraham's original motion passed in a voice vote.

Rep. Sullivan made a motion to move \$250,000.00 from contingency to fund a capital project item for future energy projects, 2<sup>nd</sup> by Rep. Laich. He stated we need to be more proactive with regard to mitigating climate change and reducing our use of fossil fuels. Selectman Cosgrove listed many of the actions already taken to support clean energy efforts. A lengthy discussion continued. Rep. Sullivan's motion failed in a roll call vote 10 yes - 14 no.

A discussion followed with comments made by RTM representatives regarding the entire budget. Moderator Flanigan called for a five-minute recess.

Rep. Ingraham amended his original motion to change the Town Departments number to \$66,832,199 dollars and the total for the Town \$130,315,768 dollars, 2<sup>nd</sup> by Rep. Prete. Resident Jerolmann added comments regarding the education budget. Rep. Ingraham's motion passed in a roll call vote 21 yes, 2 no, 1 abstention.

6. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$69,887 to the Open Space Fund Budget for fiscal year 2023-2024:** Rep. Healy stated Ways and Means voted to approve this 5-0. The RTM voted to approve the recommendation unanimously in a voice vote.
7. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$16,472 to the Sewer Assessment Fund Budget for fiscal year 2023-2024:** Rep. Healy stated this was approved in committee 5-0. The RTM unanimously approved the recommendation in a voice vote.
8. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$71,600 to the BOE Shoreline Adult Education Enrichment Fund Budget for fiscal year 2023-2024:** Rep. Prete stated this passed 6-0 in committee. The RTM unanimously approved the recommendation in a voice vote.
9. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$511,472 to the BOE School Age Child Care Fund Budget for year fiscal 2023-2024:** Rep. Prete stated this passed in committee 6-0 and motioned for approval. The RTM unanimously approved the recommendation in a voice vote.
10. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$4,813,105 to the Wastewater Treatment Plant Budget for the fiscal year 2023-**

**2024:** Rep. Black stated Rules and Ordinances approved this unanimously in committee. The RTM unanimously approved the recommendation in a voice vote.

11. **To consider and, if appropriate, approve the recommendation of the Board of Finance of appropriation of \$450,106 to the Animal Control Fund Budget for fiscal year 2023-2024:** Rep. Conklin stated Public Services approved this 4-0 in committee. After a brief discussion the RTM unanimously approved the recommendation in a voice vote.
12. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$1,913,499 to the Human Services Special Revenue Fund Budget for fiscal year 2023-2024:** Rep. Verderame stated Administrative Services voted 5 in favor with 1 abstention. The RTM approved the recommendation in a voice vote with 1 abstention.
13. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$420,000 Lease Fund Budget for fiscal year 2023-2024:** Rep. Healy made a motion to waive rule 4.4 (1), 2<sup>nd</sup> by Rep. Black. The motion passed unanimously in a voice vote. Rep. Healy made a motion to approve this, 2<sup>nd</sup> by Rep. Black. The motion passed unanimously in a voice vote.
14. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$2,115,000 to the ARPA Fund Budget for the fiscal year 2023-2024:** Rep. Healy made a motion to re-refer this item, 2<sup>nd</sup> by Rep. Black. Mr. Finch (finance director) provided clarification to questions/comments posed by RTM representatives. The motion to re-refer passed in a voice vote.
15. **To consider and, if appropriate, approve the recommendation of the Board of Finance to the RTM that, with the exceptions of the 1st Selectman who has elected to take a 0% increase, salaries for the following elected officials increase by 2.0% for each year of their two-year term of office: Second Selectman, Third Selectman, Treasurer, Board of Assessment Appeals, RTM Moderator, RTM Clerk and Finance Clerk:** Rep. Verderame stated Administrative Services voted to approve 5 in favor with one abstention. Rep. Verderame made a motion for approval, the item passed unanimously in a voice vote. Rep. Amore made a motion to amend the language above by adding the word "year", 2<sup>nd</sup> by Rep. Hentschel. The motion passed with 1 abstention (the word was added in agenda item 15 above).
16. **To consider and, if appropriate, approve the recommendation of the Board of Finance to the RTM that, the salary for the following elected official increase by 2.25% for each year of the two-year term of office: Town Clerk:** Rep. Verderame reported this passed committee 5 in favor, 1 abstention. Rep. Verderame made a motion for approval, the item passed unanimously in a voice vote. Rep. Amore made a motion to amend the language above by adding the word "year", 2<sup>nd</sup> by Rep. Laich. The motion passed in a voice vote (the word "year" was added to item 16 above). The initial motion for approval of this recommendation passed in a voice vote.
17. **To consider, and if appropriate, adopt a policy, for virtual meetings into our Town Meeting Rules:** Rules and Ordinances unanimously approved this in committee. Rep. Black put forward a motion for approval. After brief comments, the item passed in a voice vote with 1 abstention.
18. **To consider, and if appropriate, approve a ten (10) year extension to a lease agreement between the Town of Branford and Branford Early Learning Center, Inc:** Rep. Verderame stated this passed unanimously in committee. She moved for passage. The item passed with 1 no vote.
19. **Any other business to come before the RTM:**  
Moderator Flanigan reminded everyone of the upcoming Memorial Day Parade on May 29<sup>th</sup>.
20. **Adjournment: 10:52**  
Rep. Verderame made a motion to adjourn, 2<sup>nd</sup> by Rep. Healy and unanimously approved by the full RTM.

**See the BCTV recording of this meeting for details of the conversations.**

**Donna Laich, RTM Clerk**

**Dated this 15th day of May 2023**

BRANFORD RTM RECORDED VOTES

RECEIVED

MAY 15 REC'D

RTM Roll Call List ~ Date: 5/9/2023

BRANFORD TOWN CLERK

	NAME	ATTENDANCE	Motion made by Rep. Sullivan	Motion by Rep. Ingraham	
1	ALFONE	Present	No	Yes	
2	AMORE	Present	Yes	abstain	
3	ANDERSON	Present	No	Yes	
4	BARRON	Present (virtual)	Yes	Yes	
5	BLACK	Present	No	Yes	
6	BONENBERGER	A			
7	BROOKS	Present	Yes	Yes	
8	CONKLIN	Present	No	Yes	
9	ERLANGER	Present	Yes	Yes	
10	EVERSON	Present	Yes	No	
11	FLANIGAN	Present			
12	GREENBERG	Present	No	Yes	
13	HEALY	Present	No	Yes	
14	HENTSCHEL	Present	Yes	Yes	
15	HESSE				
16	HYNES	Present	No	Yes	
17	INGRAHAM	Present	No	Yes	
18	LAICH	Present	Yes	Yes	
19	MARESCA	Present	No	Yes	
20	PRETE	Present	No	Yes	
21	RICCIO	Present	Yes	Yes	
22	SHRESTHA	Present	Yes	Yes	
23	SIRES	Present	No	Yes	
24	STEPANEK	Present	No	Yes	
25	SULLIVAN	Present	Yes	No	
26	TORELLI	A			
27	TWOHILL	Present	No	Yes	
28	VERDERAME	Present	No	Yes	
29	WITKOWSKI	A			
30	WELLS	A			
	<b>Total</b>	<b>25</b>	<b>14 no - 10 yes</b>	<b>21 yes - 2 no 1 abstain</b>	
	Ex Officios				
	1st Selectman Cosgrove	Present			
	Selectman Higgins				
	Selectman Dunbar				
	Town Clerk Arpin	Present			
	Treasurer Conklin				
	Attorney Aniskovich				

Lisa Arpin

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**From:** Kate Galambos <kategalambos@aol.com>  
**Sent:** Thursday, April 27, 2023 5:38 PM  
**To:** dflanigan1215@aol.com  
**Cc:** Peter Black; dlaitchrtm@gmail.com; Lisa Arpin; Tyler Bowne; Trista Millici  
**Subject:** Proposed Ordinance Change: Leaf Blowers  
**Attachments:** Leaf Blower Ordinance - Branford - 4.27.23.pdf; Leaf Blowing Ordinance Timeline and Fact Sheet.pdf

**[EXTERNAL EMAIL]** This email originated from outside of the Town of Branford's Email System. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

Mr. Flanigan,

Please accept the attached documents for review by the Rules and Ordinances Committee of the Branford RTM.

Thank you.

Kate Galambos  
307 Field Point Road, Branford

Noel Corry  
84 Riverview Ave, Branford

Leaf Blowing Ordinance  
Town of Branford CT  
  
LEAF BLOWERS

**ARTICLE \_\_**

**\_\_-1. Purpose.**

Consistent with the municipal powers granted under sections 7-148(c)(7) and (10) of the Connecticut General Statutes, including the protection of the health and safety of residents and abatement of nuisances, it is the intent of this ordinance to set specific controls on the use of Leaf Blowers, in particular Gas-Powered Leaf Blowers.

**\_\_-2. Definitions.**

For the purpose of this Article, the following terms shall have the meanings indicated:

“Leaf Blower” shall mean any device that is used or designed to move leaves, grass clippings, dust, dirt, or other matter by blowing them with air emitted by such device.

“Gas-Powered Leaf Blower” shall mean any backpack or handheld Leaf Blower that is powered by an internal combustion engine utilizing gasoline, diesel, or any other similar fuel.

“Electric-Powered Leaf Blower” shall mean any Leaf Blower that is powered by electricity utilizing a plug-in cord or battery power.

“Summer” shall mean the days beginning on May 1st and ending on October 15<sup>th</sup> of each year.

“Approved Hours” shall mean Monday through Friday 8:00 am to 6:00 pm; and Saturdays, Sundays and holidays 9:00 am to 5:00 pm.

**\_\_-3. Regulation of Leaf Blower Activity.**

(a) Electric-Powered Leaf Blowers may be used during the Approved Hours on all properties within the Town.

(b) Beginning on May 1, 2024, Gas-Powered Leaf Blowers may not be used on any state or federal holiday.

(c) Beginning on May 1, 2024, and ending on October 15, 2024:

(1) Gas-Powered Leaf Blowers may be used between 9:00 am and 6:00 pm on Mondays through Fridays, and between 9:00 am and 3:00 pm on Saturdays. Gas-Powered Leaf Blowers may not be used on Sundays.

(2) Only one (1) Gas-Powered Leaf Blower may be used on a property of one-quarter (1/4) acre or less.

Leaf Blowing Ordinance  
Town of Branford CT

- (d) Beginning on October 15, 2024, Gas-Powered Leaf Blowers may only be used between 9:00 am and 5:00 pm.
- (e) Beginning on May 1, 2025, Gas-Powered Leaf Blowers may not be used during Summer.
- (f) Notwithstanding the provisions of Sections \_\_-3 (a) through (e):
  - (1) Individual residents maintaining their own property shall be permitted to use Gas-Powered Leaf Blowers during the Approved Hours. Effective May 1, 2025, individual residents shall comply with Section \_\_-3(e) regarding the use of Gas-Powered Leaf Blowers during Summer.
  - (2) The use of Gas-Powered Leaf Blowers and Electric-Powered Leaf Blowers shall be permitted for storm condition clean-up, emergency situations affecting the health or safety of residents, and snow removal operations.
  - (3) The provisions of this Article shall not apply to the use of Leaf Blowers on State- or Town-owned property, or on any property in excess of 20 acres except residential communities, or the use of Leaf Blowers by public utilities.

**\_\_-4. Education.**

The Sustainability and Compliance Office shall broadly communicate the terms of this Article and encourage property owners to comply. Upon receipt of a written complaint (via email or hard copy) of a potential violation of this Article, the Sustainability and Compliance Officer or their designee shall provide written information and educational materials about the terms of this Article to the property owner.

**\_\_-5. Severability.**

If any section, paragraph, subparagraph, clause, or provision of this Article shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, subparagraph, clause, or provision so adjudged and the remainder of this Article shall be deemed valid and effective.

**\_\_-6. Effective Date.**

The provisions of this Article shall become effective on May 1, 2024.



Town of Branford CT  
**Leaf Blowing Ordinance**  
**Proposed Timeline**

May 1, 2024	Oct 15, 2024	May 1, 2025
<ul style="list-style-type: none"> <li>• Ordinance goes into effect</li> <li>• Gas-Powered Leaf Blowers may not be used on any state or federal holiday.</li> <li>• Gas-Powered Leaf Blowers may be used between 9:00 am and 6:00 pm on Mondays through Fridays, and between 9:00 am and 3:00 pm on Saturdays.</li> <li>• Gas-Powered Leaf Blowers may not be used on Sundays.</li> <li>• Only one Gas-Powered Leaf Blower may be used on a property of ¼ acre or less</li> </ul>	<p>Gas-Powered Leaf Blowers may only be used between 9:00 am and 5:00 pm.</p>	<p>Gas-Powered Leaf Blowers may not be used during Summer.</p>

## Why Does Branford Need Controls on Gas-Powered Leaf Blowers (GLBs)?

- GLBs produce toxic raw exhaust and blow 3 of the top 4 most carcinogenic particulates into the air that linger for hours and are inhaled by landscape workers, children, adults, and pets.
- GLBs emit excessive ozone and more greenhouse gases than a truck driving 3900 miles.
- GLBs destroy the natural leaf litter cover that protects and feeds plants, wildlife, insects, and pollinators. They desiccate and harden the top soil, increasing storm water runoff and flooding.

# Branford Would Not Be the First Town to Control GLBs

- Over 200 municipalities around the country have placed controls on gas blowers.
- The state of California and the District of Columbia prohibit GLBs
- Branford's neighbors have GLB controls:
  - Westport, Stamford, and Greenwich CT
  - Over 20 municipalities in Westchester County NY
  - GLBs have been banned in Scarsdale NY for 20 years
  - Several towns in Massachusetts
  - Boston MA will prohibit GLBs for commercial use starting in 2025

# What's The Alternative?

## Option 1: Electric-Powered Leaf Blowers

- Electric leaf blowers represent a viable alternative to GLBs.
- The newer commercial models provide at least 80% of the power that GLBs produce, but are significantly quieter with lower maintenance and no toxic emissions.
- Sound waves from an electric blower are higher register, so they do not penetrate walls and windows or travel long distances as compared to GLB low register sound waves.
- Electric leaf blowers save landscapers significant costs through reduced maintenance and time spent refueling.

# What's the Alternative?

## Option 2: "Leave the Leaves"

- According to the University of Connecticut, mulching a 2" layer of fallen leaves into the lawn in the fall adds approximately 150 lbs. of nitrogen, 20 lbs. of phosphorus, and 65 lbs. of potassium per acre
- Fall fertilizer may be reduced or eliminated by annually incorporating finely chopped leaf litter into the lawn and garden.
- Preserving intact leaves, to which insects may have become attached, protects and allows beneficial insects to complete their life cycle within the garden

[https://ipm.cahn.uconn.edu/leaf\\_disposal\\_mulch\\_mowing/](https://ipm.cahn.uconn.edu/leaf_disposal_mulch_mowing/)

BOARD OF SELECTMEN

BRANFORD, CONNECTICUT



JAMES B. COSGROVE  
*First Selectman*

ANGELA M. HIGGINS  
RAYMOND E. DUNBAR, JR

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[www.branford-ct.gov](http://www.branford-ct.gov)

May 8, 2023

Moderator Flanigan,

I respectfully request the RTM consider the establishment of a harbor management commission as set forth in CGS Sec. 22a-113k. Proper stewardship of Branford's navigable waterways is instrumental in order to maintain the economic, environmental, and recreational vitality of these natural resources. Harbor Master Vin Suppa and I look forward to an opportunity to discuss the merits of a harbor management commission.

Sincerely,

A handwritten signature in black ink, appearing to read "James B. Cosgrove".

James B. Cosgrove

Cc:

Donna Laich, RTM Clerk

Ray Ingraham, Majority Leader

Tracy Everson, Minority Leader

Lisa Arpin, Town Clerk

Vin Suppa, Harbor Master

OFFICE OF THE TREASURER  
BRANFORD, CONNECTICUT



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POST OFFICE BOX 150

(203) 315-0663  
FAX (203) 315-3736  
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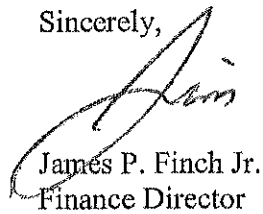
April 28, 2023

Honorable Dennis Flanigan  
RTM Moderator

Dear Mr. Flanigan:

Please be advised that the Town will be participating in the Neighborhood Assistance Tax Credit Program. In order for programs to be eligible they must be approved by the RTM and forwarded to the State by the end of June. In an effort to comply with this timetable I respectfully request that this item be referred to the appropriate RTM committee to facilitate the required approvals before the filing deadline.

Sincerely,

  
James P. Finch Jr.  
Finance Director

CC: J. Cosgrove  
RTM

RECEIVED  
2023 MAY -1 A 11: 22  
W. J. Spivey  
BRANFORD TOWN CLERK

# Item #17

## Rule 8.6 Virtual Meeting Rules of the RTM

- (1) A "virtual meeting" shall be any public "meeting," as defined in C.G.S. 1-200, that is accessible by means of "electronic equipment" as that term is defined in C.G.S. 1-200(12).
- (2) Branford RTM virtual meetings will conform in all respects with the requirements of the Connecticut General Statutes applicable to such meetings, as amended and until repealed.
- (3) Virtual Meeting Selection.
  - a. The determination of whether to hold a virtual meeting within the discretion of the RTM Moderator (with respect to regular or special meetings of the RTM) and the Chair (with respect to RTM committee meetings); provided the meeting is noticed in accordance with the applicable general statutes, and subject to Rule 3(b) below,
  - b. The RTM (and/or an RTM Committee, as applicable) may by simple majority vote establish that a future meeting or meetings be held in-person, in whole or in part.
  - c. All meeting agendas and notices will comply with the requirements of the applicable Connecticut General Statutes for public meetings.
- (4) Virtual Meeting Practices
  - a. A "Virtual Host" is the person, designated by the Moderator or Chair of a meeting who controls the virtual meeting platform (admitting attendees, watching the chat for questions, removing disturbances, etc.).
  - b. The Virtual Host of any virtual meeting must be a member (including ex-officio members) of the body conducting the meeting.
  - c. The Virtual Host of the meeting will be clearly identified at the start of any virtual meeting by the Moderator or Chair.
  - d. The Virtual Host of any virtual meeting can remove an attendee that is being disruptive only at the spoken direction of the Moderator or Chair of that meeting, in accordance with Section 7-8 of Chapter 90 of the Connecticut General Statutes.

*W. S. Hopkins*  
BRANFORD TOWN CLERK

2023 MAY 10 A 10:38

RECEIVED



**BOARD OF SELECTMEN**

BRANFORD, CONNECTICUT



JAMES B. COSGROVE  
*First Selectman*

ANGELA M. HIGGINS  
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DATE: April 19, 2022  
TO: Dennis Flanigan, RTM Moderator  
FROM: James B. Cosgrove, First Selectman *JC*  
RE: RTM Agenda

At the Board of Selectmen's Meeting held on April 5, 2023 the Board unanimously approved a ten (10) year extension to a lease agreement between the Town of Branford and Branford Early Learning Center, Inc.

Attached please find copies of the proposed Amendment to Lease and the original Lease Agreement.

Please place this item on the next agenda of the RTM for legislative approval. Thank you for your consideration.

**LEASE AGREEMENT**

The agreement made as of this 1st day of January 2013, by and between the Town of Branford, 1019 Main Street, Branford, Connecticut (hereinafter referred to as "Lessor") and the Branford Early Learning Center, Inc., a Connecticut non-profit corporation, 16 Birch Road, Branford, Connecticut (hereinafter referred to as "Lessee").

**WITNESSETH:**

The Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept by the Lessee, and upon the terms and conditions outlined below, hereby demises and leases to the Lessee, and the Lessee agrees to lease certain space, as described below, from the Lessor.

1. **Term.** The term of this lease shall be from January 1, 2013 and shall end December 31, 2022. Either party may terminate this lease at the end of said period upon six (6) months written notice to the other.

2. **Areas to be Leased.** The areas included within this lease are the building known as Pine Orchard School and the land area upon which it is located. The property is located at 190 Pine Orchard Road, Branford, Connecticut. (See Attachment A)

3. **Lease.** The lease shall be \$1.00 per year payable to the Town of Branford.

4. **Use of Premises.** Lessee shall use and occupy the leased premises only for the purposes of an early learning/daycare center.

5. **Employees.** All employment arrangements are solely the Lessee's concern and the Lessor shall have no liability with respect thereto.

6. **Conduct on Premises.** The Lessee shall not commit or permit any act upon the leased premises which may subject the lessor to any liability by reason of any illegal business or conduct upon the demised premises, or by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the demised premises as to fully protect the Lessor. Notwithstanding that joint or concurrent liability may be imposed upon the Lessor by statute, ordinance, rule, regulations, or order, the Lessee shall indemnify and hold the Lessor harmless against any liability or expense of any nature, due to the following:

(a) Any breach of any covenant in this Lease required to be performed by the Lessee.

(b) Any claim for personal injuries, death or property damage,

including attorneys' fees, occasioned by the Lessee's use and occupancy of the demised premises or by any use or occupancy of the demised premises or by any use or occupancy of the demised premises which the Lessee may permit, except for damage, loss, or injury resulting from neglect or negligence of the Lessor, its failure to fulfill its obligations hereunder, or its failure to correct any condition for which it may be responsible under the terms and conditions of this Agreement after reasonable notice in writing.

7. **Property, Fire and Public Liability Insurance and**

**Indemnification**

A. Lessee indemnifies and holds Lessor harmless from any injury or damage to Lessor, its agents or employees, and from any and all liability for injury to other Lessees or third persons or damage to the property of other Lessees or third persons while lawfully upon the Premises, occurring by reason of any negligent act or omission of Lessee, its agents, employees, guests or clients.

B. Lessor indemnifies and holds Lessee harmless from any injury or damage to Lessee or its agents or employees, and from any and all liability

for injury to third persons or damage to the property of third persons while lawfully upon the Premises, occurring by reason of any negligent act or omission of Lessor, their agents or employees.

C. The Lessee shall agree to maintain in force at all times during the term of the Lease the following minimum insurance coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis. All policies should also include a Waiver of Subrogation in favor of the Town. Insurance coverages will be placed with company(ies) licensed by the State of Connecticut which have at least an "A-" XI policyholders rating according to A.M Best's Rating Guide.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to the issuance of the Lease. Tenant agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of any policy. Should any policy be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

All Contractor's and Subcontractor's doing work at this leased location shall maintain the same coverages and limits of liability as the Tenant and they shall name the Town of Branford as Additional Insured on their insurance policies.

D. It is especially understood that none of Lessee rent or additional rent is allocated by the Landlord towards insurance costs and under no circumstances will the Lessee be deemed a co-insured or implied co-insured under Lessor's insurance policies.

8. **Default.** Should Lessee not operate under the required licenses and inspections for a learning/daycare center, or if default shall be made in any of the provisions herein contained to be kept and fulfilled on the part of the Lessee, then it shall be lawful for the Lessor, at its option, at anytime after such neglect or default and without any previous demand or notice, to end and terminate this Lease.

9. **Fire or Other Casualty.** If at any time the premises are completely destroyed or so damaged by fire or other casualty covered by insurance as to render them unfit for use and occupancy, and repair or restoration is not economically feasible as determined in the sole discretion of the Lessor, the Lessor or the Lessee may terminate this Lease on notice of

at least ten (10) days and no more than thirty (30) days. Such notices shall be given within sixty (60) days after the date of such damage or destruction. If the Lease shall so terminate, all insurance proceeds (with the exception of any such proceeds otherwise payable to Lessee for damage to or destruction of personal property owned by the Lessee) shall belong to the Lessor. Monthly charges shall be apportioned and adjusted as of the time of such fire or other casualty.

10. **Repairs.** The Lessor shall, at all times during the term of this Lease, be responsible for any major repairs. The lessee will be responsible for any damage, breakage, and minor repairs. For the purposes of this provision, major repairs will be any repairs costing in excess of \$500.00. All repairs shall be made within a reasonable period of time. However, prior to any minor repairs, the Lessee will inform the Lessor and obtain its approval or recommendations. The Town will then inspect the repair work to insure that such repairs meet its approval. Lessee shall hold the Lessor harmless from any cost and expenses attributable to waste, damage or injury caused by Lessee's use at the school identified in this Lease. Lessor and Lessee shall use reasonable precaution to prevent waste, damage or injury. At the

## **LEASE AGREEMENT**

The agreement made as of this 1st day of January 2013, by and between the Town of Branford, 1019 Main Street, Branford, Connecticut (hereinafter referred to as "Lessor") and the Branford Early Learning Center, Inc., a Connecticut non-profit corporation, 16 Birch Road, Branford, Connecticut (hereinafter referred to as "Lessee").

### **WITNESSETH:**

The Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept by the Lessee, and upon the terms and conditions outlined below, hereby demises and leases to the Lessee, and the Lessee agrees to lease certain space, as described below, from the Lessor.

1. **Term.** The term of this lease shall be from January 1, 2013 and shall end December 31, 2022. Either party may terminate this lease at the end of said period upon six (6) months written notice to the other.

2. **Areas to be Leased.** The areas included within this lease are the building known as Pine Orchard School and the land area upon which it is located. The property is located at 190 Pine Orchard Road, Branford, Connecticut. (See Attachment A)



expiration of this Lease, the Lessee shall surrender the premises and fixtures in as good condition as reasonable use and care will allow.

11. **Utilities and Maintenance.** All utility costs (water, fuel, electricity, etc.) and all inside maintenance shall be the responsibility of the Lessee. All outside maintenance (snow removal, grass cutting, trash removal, etc.) shall be the responsibility of the Lessor.

12. **Property of Lessee and Others.** The Lessee agrees that all property, of any kind, which may be at the premises, shall be at the sole risk of the Lessee or those claiming by, through or under the premises in any event, and that the Lessor shall not be liable for any damage or injury to the premises or to any property of the Lessee or any other person thereon for any cause whatsoever, to the extent such damage or injury is occasioned by the Lessee's use or occupancy of the demised premises.

13. **Compliance with Laws.** The Lessee agrees to comply with and to conform to all laws local, state and federal and to save the Lessor harmless from all fines, penalties, and costs for violations of or non-compliance with the same.

14. **Assignment.** The Lessee shall not assign or sublet any

portion of the premises without the written consent of the Lessor.

15. **Right of Entry.** The Lessor shall have the right to enter the premises at any reasonable time for any reasonable purpose, and at all times during an emergency.

16. **Attorneys' Fees.** If the Lessor is caused to institute legal proceedings to enforce any aspect of this Lease, against the lessee, the lessee agrees to pay the lessor the costs and expenses incurred in doing so, including reasonable attorneys' fees.

17. **Alterations.** Lessee shall not make any improvements, additions, installations and renovations in or on the premises without the written consent of the Lessor. Any fixtures installed as part of such alterations, or installed under the operation of paragraph 10, shall remain the property of the Lessor upon the expiration or termination of this. Lease.

18. **Taxes and Assessments**

A. Lessee shall also pay all lawful personal property taxes, if any, assessed against all equipment and personal properties placed by Lessee on the Premises during the term hereof.

B. Lessee shall have the right to contest the validity of any tax

which it has paid or is required to pay hereunder, and for that purpose shall have the right at its sole cost to institute such proceeding or proceedings in the name of Lessor or Lessee as the Lessee may deem necessary. Such proceedings may be commenced in the name of the Lessor, Lessee, or both. Lessor shall cooperate with Lessee, execute such documents and perform such acts to the extent reasonably required by Lessee to effectively contest the validity of such tax, all at Lessee's sole cost.

19. **Condition of Premises.** Lessee stipulates that it has examined the demised Premises, including the grounds and all the building and improvements and accepts same in "As Is" condition. Lessor agrees to mow the lawn, plow snow, and maintain the common areas at its own expense.

20. **Notices**

A. All notices, demands and consents, under this Lease, shall be in writing addressed to each party at the appropriate address shown below and served personally, by facsimile (with confirming

letter to follow) or by United States Certified Mail.

LESSOR: Town of Branford  
Attention: First Selectman's Office  
1019 Main Street  
Branford, Connecticut 06405  
(203)488-8394; Facsimile No. (203)481-5561

LESSEE: Branford Early Learning Center, Inc.  
16 Birch Road  
Branford, Connecticut 06405  
(203)488-4512

B. Either party shall have the right from time to time to change such address upon notice to the other.

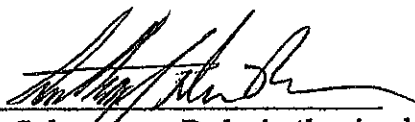
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, as of the day and year first above written.

Signed, sealed and delivered

Branford Early Learning Center,  
Inc.

Town of Branford

By Beryl M. Jensen, director  
Duly Authorized

By   
First Selectman, Duly Authorized

# **ATTACHMENT A**

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME—GREETING:

KNOW YE THAT The Alden M. Young Company, a corporation organized under and pursuant to the laws of the State of Connecticut, located in the Town of Branford, County of New Haven, State of Connecticut, for the consideration of one dollar and other valuable considerations, received to its full satisfaction of Town of Branford, a municipal corporation organized under and pursuant to the laws of the State of Connecticut, located in the County of New Haven, State of Connecticut, does give, grant, bargain, sell and confirm unto the said Town of Branford, and unto its successors and assigns forever, all that certain tract or parcel of land, with all the improvements thereon, situated in said Town of Branford, and shown on a map entitled: "Map showing proposed re-location of a portion of Birch Road, Pine Orchard, Branford, Conn., September, 1954," prepared by Charles H. Miller, Registered Engineer, which map is to be filed in the Branford Town Clerk's Office, simultaneously with the recording of this deed, said tract or parcel of land being bounded and described as follows:

Southwesterly by Pine Orchard Road, 883 feet, more or less;  
 Northwesterly by land formerly of Edna Meeker, now of said Town of Branford, 340 feet, more or less;  
 Northerly by land of the New York, New Haven & Hartford Railroad Company, 670 feet, more or less;  
 Easterly by other land of the grantor, as shown on said map, 225 feet, more or less;  
 Southerly by the northerly line of Birch Road, as shown on said map, 50 feet;  
 Easterly again by Birch Road, as shown on said map, 190 feet, by a straight line;  
 Easterly again by Birch Road, as shown on said map, 98.32 feet, by a curved line;  
 Southerly again by land of the Town of Branford, 157.6 feet;  
 Easterly again by land of the Town of Branford, 401.1 feet, more or less;

TOGETHER with all right, title and interest in and to said Birch Road, as newly located, as shown on said map, for Highway Purposes only;

The above described premises, and land of Edna Meeker and the Town of Branford, as shown on said map, may all be used for school purposes, but for no other purposes, except as hereinafter provided: in the event that said premises are not used for school purposes, the same are subject to the following restrictions: said premises may be

subdivided into lots of not less than one acre in size. No building or other structure may be erected upon any such lot within 50 feet of Pine Orchard Road, or 50 feet of Birch Road, or any other road or roads which may be opened and such buildings may not be erected within 20 feet of any side lines; the said lots shall be used exclusively for private residential purposes, and there may be erected on each lot or suffered to remain thereon only one single family dwelling house, and such other buildings as are reasonable and proper for use in connection therewith, and all subject to legal zoning regulations;

So long as The Alden M. Young Company or a successor corporation continues to own land within the area bounded on the north by the railroad right of way, on the east by a line running directly north from the junction of Elizabeth Street and Pine Orchard Road, and on the southwest side by Pine Orchard Road, no building or structure shall be built upon said premises or altered until plans for the same, showing the location and including a description of the building material and exterior color scheme, shall have been submitted to and approved in writing by The Alden M. Young Company or such successor corporation;

No horse, cow, pig, fowl, or other animal offensive to the neighborhood shall be permitted to remain on said premises;

The aforesaid restrictions are hereby fully accepted by the grantee, and it is specifically agreed that they shall severally run with the land, and shall be binding upon the grantee, its successors and assigns, for the benefit (save where otherwise specifically provided) of each and every other parcel of land within the area last above described, and of the owner or owners thereof, and shall continue in full force and virtue unless expressly abrogated, changed or modified by written agreement by all persons interested; provided, however, that the grantor, The Alden M. Young Company, reserves the right to make such changes, modifications or abrogations of restrictions in deeds of the conveyed premises in the event said premises are used for any other purpose other than school purposes and of other lots already conveyed or to be conveyed in said area as, in its judgment, will best promote the development of the area into a highly desirable residential section, but such changes only shall be made as will place no greater burden on the grantee as to the premises hereby conveyed;

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises; and a certain agreement made by and between the Alden M. Young Company and Frank V. and Florence M. Bigelow, dated September 24, 1954, to be recorded in the Branford Land Records.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto the said Grantee, and unto its successors and assigns forever, to its and their proper use and behoof. And Also It, the said grantor, does for itself and its successors, covenant with the said grantee, its successors and assigns, that at and until the sealing of these presents the same shall be seized of the premises as a good indefeasible estate in FEE SIMPLE; and

has good right to bargain and sell the same in manner and form as above written; and that the same is free from all incumbrances whatsoever; except as above written;

AND FURTHERMORE It, the said grantor, does by these presents bind itself and its successors forever to Warrant and defend the above granted and bargained premises to it, the said grantee, its successors and assigns, against all claims and demands whatsoever; except as above written.

IN WITNESS WHEREOF On this 24th day of September, A.D. 1954, said corporation, The Alden M. Young Company, hath caused this deed to be executed and delivered, and its corporate seal to be hereto affixed in its behalf by Milton W. Goss, its Vice President, and S. D. Brown, its Assistant Treasurer, who are duly authorized and empowered.

Signed, Sealed and delivered, in presence of:

Paul P. North  
Richard J. Smith

THE ALDEN M. YOUNG COMPANY

BY

Milton W. Goss  
ITS VICE PRESIDENT  
S. D. Brown  
ITS ASSISTANT TREASURER



State of Connecticut }  
County of New Haven } SS. Branford, September 24, 1954

Personally appeared Milton W. Goss, Vice President as aforesaid; and S. D. Brown, Assistant Treasurer as aforesaid, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed as such Vice President and Assistant Treasurer, and the free act and deed of The Alden M. Young Company, before me,

Richard J. Smith  
NOTARY PUBLIC



Received for record September 30, 1954 at 2h 06m P. M. and recorded by  
Ronald H. Holbrook  
Town Clerk



Property Location: 199 PINE ORCHARD RD  
 Vision ID: 5255 Account #011049  
 MAP ID: G08/000 005/ 000021 / Bldg # 1 of 1 Card 1 of 1  
 State Use: 903L Print Date: 04/15/2010 13:10

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
2009	21	EX COM LIN	445,200	2008	21	445,200	2008	21
2009	22	EX COM BL	882,100	2008	22	882,100	2008	22
2009	25	EX CM OTB	11,900	2008	25	11,900	2008	25
<b>Total:</b>			<b>1,339,200</b>	<b>Total:</b>	<b>1,339,200</b>	<b>Total:</b>	<b>1,339,200</b>	<b>Total:</b>

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Other ID: G08/000/005/000021  
 GIS ID: G08/000/005/001002  
 BRANFORD TOWN OF PINE ORCHARD  
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NEHD/SUB 6070/A  
 STREET INDEX NAME TRACING  
 BRANFORD DAYCARE CENTER  
 CONVERTED SCHOOL  
 RUNC - SO  
 LICENSED FOR 76 KIDS  
 COMMUNITY GARDEN ON PROPERTY

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APPROXIMATE VALUE  
 Appraised Bldg. Value (Cdm) 1,260,100  
 Appraised XF (B) Value (Bldg) 0  
 Appraised OB (L) Value (Bldg) 16,900  
 Appraised Land Value (Bldg) 636,000  
 Special Land Value 0  
 Total Appraised Parcel Value 1,913,000  
 Valuation Method: C  
 Adjustment: 0  
 Net Total Appraised Parcel Value 1,913,000

BRANFORD TOWN OF PINE ORCHARD  
 199 PINE ORCHARD RD  
 BRANFORD, CT 06405  
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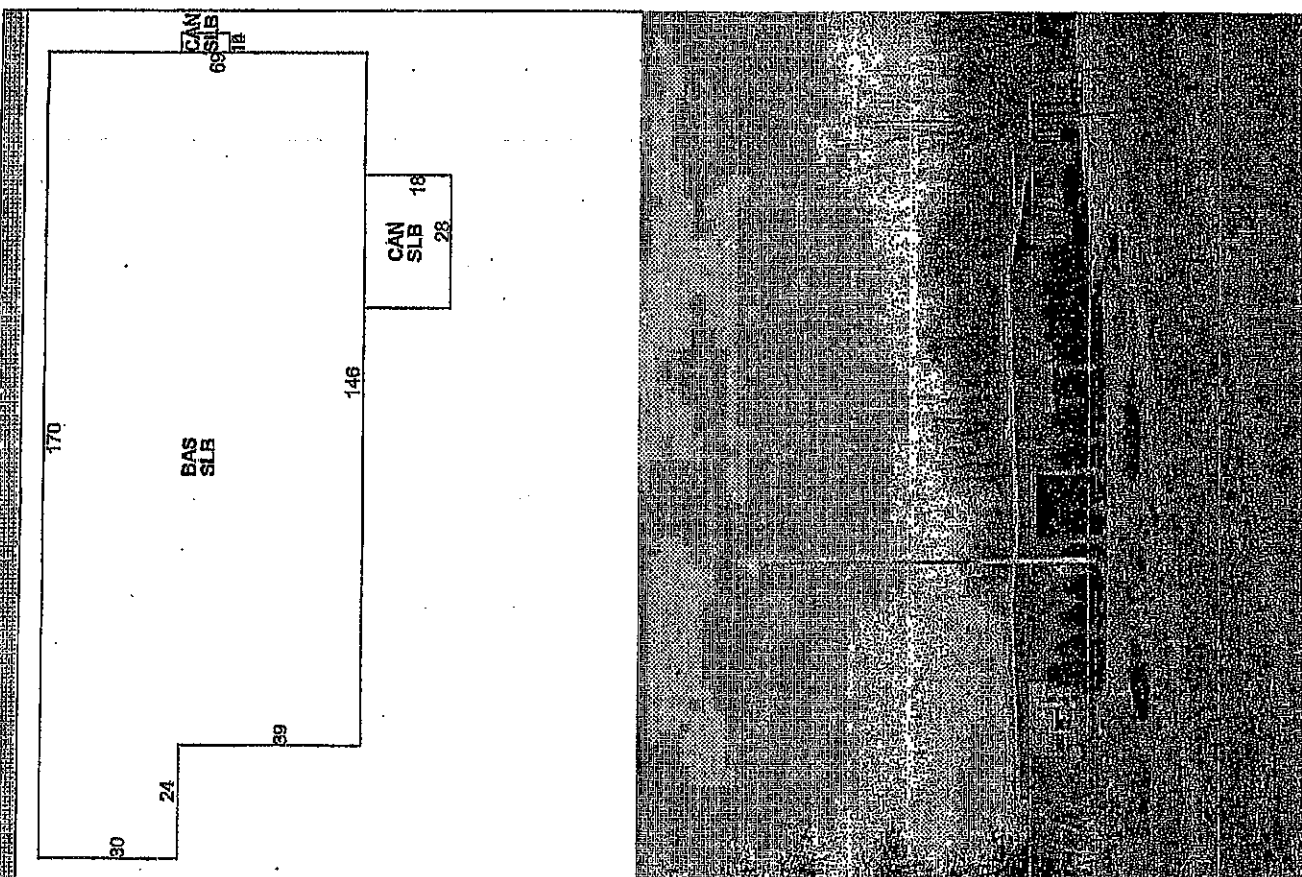
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Element	Ch.	Ch. Description	Element	Ch.	Ch. Description	Unit Price	Qty	Ext. Area	Est. Area	Unit Cost	Undemec. Value
Style	72	Public School									
Model	96	Ind/Column									
Grade	03	C									
Stories	1										
Occupancy	1										
Exterior Wall 1	20	Brick									
Exterior Wall 2	01	Flat									
Roof Structure	04	T&G/Rubber									
Roof Cover	01	Minim/Masonry									
Interior Wall 1	14	Carpet									
Interior Wall 2	05	Vinyl/Asphalt									
Interior Floor 1	02	Oil									
Interior Floor 2	06	Steam									
Heating Fuel	01	None									
Heating Type											
AC Type											
Bldg Use	903L	MUN PUB SC MDL 96									
Total Rooms	00										
Total Bedrms	0										
Total Baths	0										
Heat/AC	00	NONE									
Frame Type	03	MASONRY									
Bats/Framing	02	AVERAGE									
Celling/Wall	06	CEL & WALLS									
Rooms/Etrus	02	AVERAGE									
Wall Height	12										
% Cornn Wall	0										
Code	Description	Sub	Sub Description	L/B	Units	Unit Price	Ext. Area	Est. Area	Unit Cost	Undemec. Value	
PAVI	PAVING-ASPH			L	49.50	1.65	2002	10,794	199.27	2,150,920	
SHDI	SHED FRAME			L	64	12.00	2002	544	39.93	21,720	
RNL	FENCE-4' CHL			L	128	3.60	2009	11,338	0.08	0	
Code	Description	Living Area	Grass Area	Est. Area	Unit Cost	Undemec. Value					
BAS	First Floor	10,794	10,794	10,794	199.27	2,150,920					
CAN	Canopy	0	544	109	39.93	21,720					
SLB	Slab	0	11,338	0	0.08	0					
TTL Gross Liv/Lease Area:		10,794	22,676	10,903		2,172,641					

## AMENDMENT TO LEASE

**THIS AMENDMENT TO LEASE ("Amendment")** dated as of February \_\_\_\_, 2023 by and between **TOWN OF BRANFORD**, a Connecticut municipality, having an address of 1019 Main Street, Branford, CT 06405 ("**Landlord**"), and **BRANFORD EARLY LEARNING CENTER, INC.**, a Connecticut nonstock corporation, with a principal business address of 16 Birch Road, Branford, CT 06405 ("**Tenant**").

**WHEREAS**, Landlord and Tenant entered into a certain lease dated January 1, 2013 (the "**Lease**") for the use and occupancy of a certain piece and parcel of real property known as Pine Orchard School and more particularly described in Exhibit A to the Lease for a term (the "**Term**") commencing on January 1, 2013 (the "**Commencement Date**") and ending on December 31, 2022; and

**WHEREAS**, the parties now wish to enter into an amendment to the Lease in order to extend the term for ten (10) additional years on the same terms and conditions included in the Lease.

**NOW, THEREFORE**, the parties agree as follows:

1. Section 1 of the Lease is deleted in its entirety and replaced with the following:

**"1. Term. The term of this lease shall be from January 1, 2013, and shall end on December 31, 2032. Either party may terminate this lease for any reason, with or without cause, upon thirty (30) days written notice to the other in accordance with the notice provisions contained in Section 20 hereof."**

2. Except as specifically set forth in this Amendment, all terms used in this Amendment shall have the meanings ascribed to them in the Lease.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Facsimile signatures and electronic signatures shall be deemed to be original signatures and pdf electronic transmissions of any executed counterpart of this Amendment and/or retransmission of any executed facsimile or pdf electronic transmission shall be deemed to be the same as the delivery of an executed original. This Amendment shall not be effective unless and until it has been executed by all of the parties hereto.

Except to the extent modified herein, the Lease between the parties dated January 1, 2013, is hereby ratified and shall remain in full force and effect.

**IN WITNESS WHEREOF**, Landlord and Tenant have respectively signed and sealed this Amendment to Lease as of the \_\_\_\_ day of February, 2023.

[Remainder of the Page Intentionally Left Blank]

Witnessed as to Landlord by:

**LANDLORD  
TOWN OF BRANFORD**

\_\_\_\_\_

By: \_\_\_\_\_  
James B. Cosgrove  
Its First Selectman  
Duly Authorized

\_\_\_\_\_

Witnessed as to Tenant by:

**TENANT  
BRANFORD EARLY LEARNING CENTER, INC**

\_\_\_\_\_

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

Its \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_

STATE OF CONNECTICUT   )  
  )  
COUNTY OF NEW HAVEN   )

ss: Branford

February \_\_, 2023

Personally appeared, James B. Cosgrove, First Selectman of the Town of Branford, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed as such Manager and the free act and deed of the limited liability company, before me.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT   )  
  )  
COUNTY OF NEW HAVEN   )

ss: Branford

February \_\_, 2023

Personally appeared, \_\_\_\_\_, \_\_\_\_\_ of Branford Early Learning Center, Inc., signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Manager and the free act and deed of the limited liability company, before me.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public  
My Commission Expires: