



RECEIVED

2022 MAY 18 P 12: 25

Isa Arpin
BRANFORD TOWN CLERK

**Representative Town Meeting
Budget Meeting
May 10, 2022**

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

The RTM convened on Tuesday, May 10, 2022 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, Black (zoom), Bonenberger, Brooks, Conklin, Everson, Erlanger, Flanigan, Greenberg, Healy, Hentschel (zoom), Hynes, Ingraham, Kelly, Laich, Maresca, Prete, Riccio Shrestha (zoom), Sires, Stepanek, Sullivan, Torelli (zoom), Twohill, Verderame, Witkowski, Wells

Ex Officios present: 1st Selectman Cosgrove, Clerk Arpin

2. Approval of the minutes of the previous meeting:

Rep. Ingraham made a motion to approve the minutes of the April RTM meeting, 2nd by Rep Kelly. The minutes were unanimously approved.

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

Moderator Flanigan referred a lease agreement extension between the Town of Branford and Zambelli Fireworks to Administrative Services.

Moderator Flanigan referred a lease agreement extension between the Town of Branford and J & J Blasting corporation to Administrative Services.

Moderator Flanigan read a letter from the Finance Director regarding the Neighborhood Assistance Tax Credit program. The Moderator referred this item to Administrative Services.

Moderator Flanigan read a letter from Rep. Ingraham regarding A236-2; RTM clerk rule 2.2 dealing with the absences of RTM representatives. The Moderator referred this to Rules and Ordinances.

4. The Board of Finance approved the following budget for fiscal year 2022-2023:

Board of Education: Operating Budget	\$60,931,374
Board of Education: Special Education	\$0
Board of Education Capital & Leases	\$263,000
Subtotal Board of Education:	\$61,194,374
Town Departments:	\$63,329,691
TOTAL	\$124,524,065

Rep. Ingraham made a motion to approve the budget for the fiscal year 2022 - 2023, 2nd by Rep. Healy.

A. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$61,194,374 to the Board of Education (Operating Budget + Capital) for fiscal year 2022-2023.

B. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$63,329,691 for all other Town Departments for fiscal year 2022-2023.

a. Report and adoption of Education Committee budgets:

- i. Rep. Prete spoke on the Education budget reporting that the budget passed unanimously in committee and made a motion to approve the Board of Ed. Budget of \$61,194,374.00. The motion was 2nd by Rep. Verderame. A lengthy discussion followed with comments from several RTM members. Rep. Riccio made a motion for an amendment to the education budget, which would provide the BOE budget a 0% increase. The motion was seconded by Rep. Stepanek. Rep. Ingraham and Rep. Sullivan both rose in opposition to this amendment. After a lengthy discussion, Representatives Riccio and Stepanek removed the motion to amend the budget. Citizen Jerolman provided comments regarding his concerns with this budget.
- ii. The education operating budget passed in a roll call vote 26 - 2 with 1 abstention (see attached).
- iii. Rep. Prete reported on the remainder of the education budget stating it was unanimously approved in committee. This portion of the budget includes School Aged Child Care, Adult Education, the Willoughby Wallace Library, the Blackstone Library and overall operating expenses. Rep. Prete praised and acknowledged the director of the Library, Karen Jensen, who will be retiring at the end of this year. He put the budget forward for a vote, 2nd by Rep. Kelly. Adam Spilka, assistant treasurer of the Blackstone Library introduced himself as the new president of the Library Board. The motion to approve this portion of the education budget was unanimously approved in a voice vote.

b. Report and adoption of Ways and Means budgets:

- i. Rep. Healy listed the budgets included, stating the Ways and Means budgets as approved by the Board of Finance passed committee 3-0. He made a motion for approval, the budgets passed unanimously in a voice vote.

c. Report and adoption of Rules and Ordinances budgets:

- i. Rep. Anderson listed the budgets included. The budgets were unanimously approved in committee as amended by the Board of Finance. Rep. Anderson made a motion for approval by the RTM. After brief comments from Representative Brooks, the budgets passed unanimously in a voice vote.

d. Report and adoption of Public Services budgets:

- i. Rep. Conklin listed the budgets included. The budgets passed committee 4-0 as amended by the Board of Finance. Rep. Conklin made a motion for approval of the budgets. Rep. Sullivan made a motion to amend this budget by removing the amount reserved for the Public Works Director position (\$110,305.00) out of the wages and salaries line item and move it into contingency. The motion was 2nd by Rep. Amore. After a brief discussion, the motion failed in a roll call vote (see attached). The Public Services budgets passed in a voice vote (1 no vote).

e. Report and adoption of Administrative Services budgets:

- i. Rep. Verderame listed the budgets included as presented and amended by the Board of Finance. She stated the budgets passed unanimously in committee and made a motion for approval. After prepared comments from minority leader Everson, the budget passed unanimously in a voice vote.

f. Vote to approve overall budget:

- i. Moderator Flanigan returned to the original motion made by Rep. Ingraham to accept the overall town budget of \$124,524,065 for the year 2022-2023. The budget as recommended by the Board of Finance passed in a roll call vote 27 yes, 1 no (see attached).

5. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$63,051 to the Open Space Fund Budget for fiscal year 202-2023:

Approved unanimously in a voice vote.

6. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$14,949 to the Sewer Assessment Fund Budget for fiscal year 2022-2023:

Approved in a voice vote (1no).

7. 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 2022-2023:

Approved unanimously in a voice vote. Rep. Prete stated this budget is self-funded with no cost to tax payers.

8. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$373,460 to the BOE School Age Child Care Fund Budget for year fiscal 2022-2023:

Approved unanimously in a voice vote. Rep. Prete stated this budget is self-funded with no cost to tax payers.

9. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$4,797,890 to the Wastewater Treatment Plant Budget for the fiscal year 2022-2023.

Approved unanimously in a voice vote.

10. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$441,935 to the Animal Control Fund Budget for fiscal year 2022-2023:

Approved unanimously in a voice vote.

11. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$1,813,938 to the Human Services Special Revenue Fund Budget for fiscal year 2022-2023:

Approved unanimously in a voice vote.

12. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$404,000 Lease Fund Budget for fiscal year 2022-2023:

Approved unanimously in a voice vote.

13. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$2,232,000 to the ARPA Fund Budget for the fiscal year 2022-2023:

Approved unanimously with a voice vote.

14. To consider and, if appropriate, approve the recommendation of the Board of Finance that the RTM evaluate the request to fund the positions of Registrar of Voters on a full-time basis beginning January 1, 2023 for each year of their two-year term of office at a rate of pay recommended by the Human Resources Department and approved by the RTM. This recommendation will be made pursuant to an analysis of the department's operations and staffing requirements:

Rep. Verderame stated the Administrative Services Committee voted unanimously to re-refer this item and asked for approval from the RTM. The item was unanimously re-referred in a voice vote.

15. Any other business to come before the RTM:

- a. Selectman Cosgrove thanked everyone involved in the budget process for their time and commitment to the Town of Branford.

16. Adjournment: 9:30

Motion to adjourn by Rep. Torelli, 2nd by Rep. Kelly

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

Dated this 18th day of May, 2022

Donna Laich

RTM Clerk

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") dated as of _____, 2022 by and between **TOWN OF BRANFORD**, a Connecticut municipality, having an address of 1019 Main Street, Branford, CT 06405 ("**Landlord**"), and **ZAMBELLI FIREWORKS**, a Pennsylvania Corporation, with a principal business address of 120 Marshall Drive, Warrendale, Pennsylvania ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a certain lease dated May 25, 2021 (the "**Lease**") for the use and occupancy of a certain piece and parcel of real property known as Stony Creek Quarry and more particularly described in Exhibit A to the Lease for a term (the "**Term**") commencing on May 14, 2021 (the "**Commencement Date**") and ending at 12 o'clock midnight May 14, 2022;

WHEREAS, the parties now wish to amend the Lease to provide for a renewal term of three (3) additional years on the same terms and conditions included in the Lease as provided for in Section 3.2 of the Lease and to eliminate the provision providing for additional renewal terms.

NOW, THEREFORE, the parties agree as follows:

1. Landlord and Tenant agree that the Term of the Amended Lease shall be extended for a period of three (3) years, commencing on May 14, 2022 (the "**Renewal Term Commencement Date**") and expiring on May 14, 2025 (the "**Expiration Date**").

2. Section 3.1 of the Lease is hereby deleted

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

4. 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 May 25, 2021, is hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Second Amendment to Lease as of the ____ day of _____, 2022

Witnessed as to Landlord by:

**LANDLORD
TOWN OF BRANFORD**

By: _____

James B. Cosgrove
Its First Selectman
Duly Authorized

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") dated as of June ~~15~~ ^{October} 2018 by and between TOWN OF BRANFORD, a Connecticut municipality, having an address of 1019 Main Street, Branford, CT 06405 ("Landlord"), and J&J BLASTING CORPORATION, a Connecticut corporation, with a principal business address of ~~147~~ ¹³⁵ Duck Hole Road, Madison, CT 06443 ("Tenant").

WHEREAS, Landlord and Tenant entered into a certain lease dated November 6, 2012 (the "Lease") for the use and occupancy of a certain piece and parcel of real property known as Stony Creek Quarry and more particularly described in Exhibit A to the Lease for a term (the "Term") commencing on July 1, 2012 (the "Commencement Date") and ending at 12 o'clock midnight three (3) years after the Commencement Date on June 30, 2015;

WHEREAS, the parties entered into an Amendment to Lease dated November 24, 2015 (the "First Amendment"), pursuant to which Section 3.2 of the Lease was deleted in its entirety and the term of the Lease was extended for a three-year period commencing on July 1, 2015 and expiring on June 31, 2018. The Lease, as amended by the First Amendment is referred to herein as the "Amended Lease".

WHEREAS, the parties now wish to enter into a second amendment to the Lease in order to extend the term for three (3) additional years on the same terms and conditions included in the Amended Lease.

NOW, THEREFORE, the parties agree as follows:

1. Landlord and Tenant agree that the Term of the Amended Lease shall be extended for a period of three (3) years, commencing on July 1, 2018 (the "Renewal Term Commencement Date") and expiring on June 30, 2021 (the "Expiration Date").
2. At the end of Section 3.1 Term, after "2015" and before the period, insert the following. "; provided, however, that the parties hereto may by mutual agreement extend the Term (or any extended term) for periods not to exceed three (3) years."
3. Except as specifically set forth in this Amendment, all terms used in this Amendment shall have the meanings ascribed to them in the Amended Lease.
4. 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 November 6, 2012, is hereby ratified and shall remain in full force and effect.

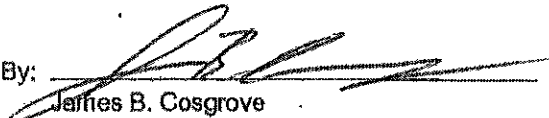
IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Second Amendment to Lease as of the ~~15~~ ^{October} day of June, ~~2018~~ ²⁰¹⁸.

Witnessed as to Landlord by:

LANDLORD
TOWN OF BRANFORD


Jennifer Lawler

Trista Milici

By: 
James B. Cosgrove
Its First Selectman
Duly Authorized

Witnessed as to Landlord by:

TENANT
J&J BLASTING CORPORATION

Tatiana Bicchetti
Tatiana Bicchetti

By: JEROME E COX
Its PRES
Duly Authorized

William Frank
William Frank

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: Branford

October
June 15 2018

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.

Trista Milici
Commissioner of the Superior Court
Notary Public
My Commission Expires: Oct 10 2018
TRISTA MILICI
NOTARY PUBLIC

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: Branford

STATE OF CONNECTICUT Oct 10 2018
MY COMMISSION EXPIRES MAY 31, 2023
June, 2018

Personally appeared, JEROME E COX, PRES of J&J Blasting Corporation, 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.

Kristen M Kilbride
Commissioner of the Superior Court/
Notary Public
My Commission Expires:

KRISTEN M. KILBRIDE
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 1/31/2021

Lisa Arpin

From: Trista Milici
Sent: Thursday, May 5, 2022 4:56 PM
To: Dennis Flanigan; Donna Laich
Cc: Lisa Arpin
Subject: Referral Zambelli Lease Extension
Attachments: Zambelli - Amendment to Lease 2022-2025 Final DRAFT.pdf; Zambelli Lease 2021-2022 Executed.pdf

Good afternoon Dennis,

Please see the attached memo from First Selectman Cosgrove requesting a referral for the Amendment to Lease Agreement between the town and Zambelli Fireworks. The current lease expires this month. The amendment is for a three year extension on the current lease agreement.

Attached please find a copy of the 2021-2022 lease and the proposed amendment.

Thank you.

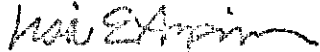
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*Trista Milici, Executive Assistant
 Selectman's Office
 Town of Branford
 P.O. Box 150
 Branford, CT 06405
 203-315-0620 direct*

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 2022 MAY -6 A 10:08
 Lisa Arpin
 BRANFORD TOWN CLERK

RECEIVED

2022 MAY -6 A 10:08


BRANFORD TOWN CLERK

LEASE AGREEMENT

This **LEASE** is made as of the 25 day of May, 2021, by and between The Town of Branford, Connecticut, a Township located in the State of Connecticut, County of New Haven (hereinafter "**LANDLORD**"), and Zambelli Fireworks, a Pennsylvania Corporation with an address of 120 Marshall Drive, Warrendale, Pennsylvania 15086 (hereinafter "**TENANT**").

WITNESSETH:

WHEREAS, LANDLORD is the fee simple owner of certain real property located in the State of Connecticut, County of New Haven, Township of Branford, legally described in EXHIBIT "A" attached hereto and made a part hereof, together with all improvements located thereon and the appurtenances thereunto belonging (collectively the "Premises"); and

WHEREAS, LANDLORD has agreed to lease the Premises to **TENANT** and **TENANT** has agreed to lease the Premises from **LANDLORD** on the terms stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, **LANDLORD** and **TENANT** hereby covenant and agree as follows:

1. **PREMISES:** **LANDLORD** leases the Premises to **TENANT**, and **TENANT** leases the Premises from **LANDLORD**. **TENANT** may use the Premises for the purpose of storing consumer and display fireworks (collectively, "Articles Pyrotechnic") as well as all vehicles, tools and materials

associated with Articles Pyrotechnic and pyrotechnic displays on the Premises, and to conduct business therefrom for the term of this Agreement, unless sooner terminated or extended. All other use of Premises shall require the **LANDLORD'S** prior written consent, which shall not be unreasonably withheld.

2. **RENT:** The Tenant shall pay the Landlord, in advance, as rent for the Premises Two Thousand dollars (\$2,000.00) per year.

3. **TERM:**

3.1. **Term:** The Term of this Lease shall be one (1) year, commencing on May 14, 2021, and ending at midnight on May 14, 2022.

3.2. **Options:** At **LANDLORD'S** sole and exclusive discretion, **LANDLORD** may extend to **TENANT** an option to renew this Lease under terms and conditions satisfactory to **LANDLORD**.

4. **DELIVERY AND ACCEPTANCE OF PREMISES:** **TENANT** has inspected and knows the condition of the Premises, and accepts the same in their present condition. **TENANT** acknowledges that **LANDLORD** has made no warranties or representations concerning the Premises.

5. **UTILITIES:** **TENANT** agrees to furnish all necessary utilities and pay all applicable charges for those used at the Premises.

6. **TAXES:** At or before the execution of the Lease, **TENANT** shall have paid to the Town of Branford all taxes due and owing to the Town of Branford, if any. **TENANT** shall pay or cause to be paid when due all personal property, sales, use and other taxes, now or hereafter imposed by any federal, state, or local government on the Premises or on the ownership, lease, sale,

possession or use of the Premises. Upon reasonable demand, **TENANT** shall provide **LANDLORD** with proof of all payments.

7. **INSURANCE**: The following provisions shall apply:

7.1. **TENANT** shall, at **TENANT'S** expense, obtain or cause to be obtained and keep in force during the entire term of this Lease a Commercial General Liability policy which should include \$1,000,000 occurrence limit/& \$2,000,000 aggregate from an insurer licensed in the State of Connecticut with an AM Best Rating of A- or better to the **LANDLORD**. The **TENANT** shall also provide an Umbrella policy not less than \$4,000,000 per occurrence. **TENANT** shall name the **LANDLORD** and Stony Creek Quarry Corporation and such other person or entity as designated by Landlord as additional insured including a thirty (30) day notice of cancellation. The Tenant will include a waiver of segregation for all matters including primary and non-contributory endorsements, possibly relating to the Landlord.

7.2. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to **LANDLORD**. **TENANT** shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Lease. If **TENANT** does or permits to be done anything which shall increase the cost of the insurance policies, then **TENANT** shall forthwith upon demand reimburse **LANDLORD** for any additional premiums attributable to any act or omission or operation of **TENANT** causing such increase in the cost of insurance.

8. **LIENS AND ENCUMBRANCES**: This Lease shall be subject and

subordinate to any present or future mortgages, deeds of trust, and other liens or encumbrances executed or consented to by **LANDLORD**, which do not materially adversely affect **TENANT'S** use of the Premises. The holder of any such mortgage, deed of trust, lien or encumbrance may notify in writing of its interest, and in such event **TENANT** shall send copies of all notices or communications regarding this Lease to the holder of the mortgage, deed of trust, lien or encumbrance. Such holder shall be entitled to take any action or exercise any rights reserved under this Lease. **TENANT** shall, within ten (10) days after receipt of a request therefor, execute and deliver to **LANDLORD** and the holder of such a mortgage, deed of trust, lien or other encumbrance, an estoppel certificate and/or agreement evidencing the subordination of this Lease as described above, which estoppel certificate and/or agreement shall be in form satisfactory to **LANDLORD** and such holder.

8.1. **TENANT** shall not encumber or permit the encumbrance of the Premises or this leasehold estate by any mortgage, deed of trust, assignment, security interest, lien or other charge, without **LANDLORD'S** prior written consent, which consent shall not be unreasonably withheld.

8.2. This Lease does not require **TENANT** to improve the Premises or construct any improvements or additions on the Premises. Any improvements or additions to the Premises which **TENANT** might make or permit are for the sole use of **TENANT**. **TENANT** is not, and shall not be deemed to be, the agent of **LANDLORD** in contracting or arranging for any improvements to the Premises or any construction on the Premises. Additional

provisions relating to alterations and improvements are contained in Section 11 of this Lease.

8.3. **TENANT** shall promptly pay all bills for labor done or material or equipment supplied for any construction or repair work done on the Premises. **TENANT** shall defend and indemnify **LANDLORD** from all liability, damages or expense resulting from any mechanic's lien claims affecting the Premises.

9. **MAINTENANCE AND REPAIR:** **LANDLORD** shall maintain in the normal course the main Town Roads which provide access to the Premises,

9.1. **TENANT** shall have the obligation of maintaining all portions of the Premises which **LANDLORD** is not specifically obligated to maintain under the above section or its agreements with **OTHER TENANTS**. **TENANT** shall maintain and keep in good working order all equipment, fixtures, and systems on the Premises, and shall perform routine repair and maintenance on the same.

10. **USE OF PREMISES:** **TENANT** may use the Premises for any purpose set forth in Section 1 of this Lease. **TENANT** shall not, however, commit or allow any waste, nuisance, or other such act or omission to occur on the Premises. Any cessation of operations at the Premises which does not last for more than twelve (12) months shall not be considered waste or abandonment.

10.1. **TENANT** shall fully comply with all federal, state and local laws and regulations. **TENANT** shall notify **LANDLORD** of any allegation

that **TENANT'S** operations are in violation of any federal, state and local requirements. **TENANT** will make all reasonable efforts necessary to resolve said violation in an effort to bring **TENANT** into compliance within said requirement within a reasonable timeframe.

10.2. **TENANT** shall indemnify and hold harmless **LANDLORD** from and against any and all damage, expense, claim, liability or loss, for any non-compliance or nonconformance of this Lease or the Leased Premises except for any and all damage, expense, claim, liability or loss, for any non-compliance or non-conformance of **LANDLORD'S OTHER TENANTS** or to the extent caused by the gross negligence or will full misconduct of the **LANDLORD**.

11. **ALTERATIONS**: At its sole expense, **TENANT** may, but is not required to, make improvements, alterations or additions to the Premises. Any alterations shall be of good workmanship and materials which shall be used for and in the **TENANT'S** ordinary course of business.

12. **ASSIGNMENT OR SUBLEASE**: **TENANT** shall not assign this Lease without **LANDLORD'S** prior written consent, which consent shall not unreasonably be withheld.

13. **INSPECTION**: **LANDLORD** and its agents may enter the Premises at reasonable hours to examine the same and do anything required of **LANDLORD** by this Lease.

14. **EMINENT DOMAIN**: If any part of the Premises affecting **TENANT'S** operations is taken under the power of eminent domain, conveyed

in lieu of condemnation, or acquired for any public or quasi-public use, this Lease may be terminated by either party. The parties shall make their individual claims for the award, which shall be distributed according to law.

15. **DEFAULT BY LANDLORD:** **TENANT** shall give **LANDLORD** written notice of any default by **LANDLORD**. If (a) the default is not cured within thirty (30) days after **LANDLORD** receives the written notice, or (b) **LANDLORD** does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then **TENANT** at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.

16. **DEFAULT BY TENANT:** The following provisions shall govern default by the **TENANT**:

16.1. **TENANT** will be in default under this Lease upon the happening of any one or more of the following events:

16.1.1. Failure of **TENANT** to make any payment required to be made as and when due and such failure shall continue for a period of thirty (30) days after written notice by **LANDLORD** to **TENANT** that such payment was due.

16.1.2. Failure of **TENANT** to comply with any term, provision or covenant of this Lease other than a default pursuant to 16.1.1 and such failure shall continue for a period of thirty (30) days after written

notice by **LANDLORD** to **TENANT**, provided that if more than thirty (30) days is reasonably required to cure, **TENANT** shall not be in default if the curing is prosecuted to completion with due diligence.

16.1.3. **TENANT** abandons the Premises, or **TENANT'S** leasehold interest in the Premises is attached or taken under any court order or writ of execution.

16.2. If **TENANT** defaults, **LANDLORD** may enforce its rights by an action for rent and possession, unlawful detainer, or other legal remedy. **TENANT** agrees to remain liable for and shall pay **LANDLORD** rent to the end of the then-applicable term of this Lease or up until the point in time that the Premises has been relet to a new tenant. **LANDLORD**, upon **TENANT'S** default, shall have the right, without terminating this Lease, to make alterations and repairs for the purpose of reletting the Premises. **LANDLORD** may relet or attempt to relet the Premises or any part of the Premises for the remainder of the then-applicable Lease term or for any longer or shorter period as opportunity may offer, to such persons and at such rent as may be obtained. Nothing in this Lease shall require **LANDLORD** to relet or make any attempt to relet the Premises, and any reletting shall be done by **LANDLORD** as agent for **TENANT**. In the event the Premises is relet to a new tenant, **TENANT** shall be released from all further liabilities and obligations required under the terms of this Agreement.

16.3. At **LANDLORD'S** election, **LANDLORD** may cure any default of **TENANT** by expending funds or by any other actions. If **LANDLORD**

takes any such actions, **TENANT** will promptly, upon demand, reimburse **LANDLORD** for all of **LANDLORD'S** expenses.

16.4. **LANDLORD** shall be entitled to recover from **TENANT** all of **LANDLORD'S** expenses in exercising any of its rights under this Lease, including without limitation **LANDLORD'S** reasonable attorney's fees.

17. **WAIVERS**: Any waiver, consent or approval on the part of **LANDLORD** or **TENANT** must be in writing, and shall be effective only to the extent specifically set forth in the writing. No delay or omission by **LANDLORD** or **TENANT** in the exercise of any right or remedy with respect to any one occasion shall impair **LANDLORD'S** and/or **TENANT'S** ability to exercise the right or remedy in the same or on another occasion.

18. **NOTICES**: All notices or other communications shall be in writing signed by the sender, and shall either be (a) personally delivered or (b) mailed by certified mail, at or to the following addresses:

LANDLORD: The Town of Branford, CT
Town Hall, Attention: First Selectman
1019 Main Street
Branford, Connecticut 06405

TENANT: Zambelli Fireworks
Attention: Robert Haller
120 Marshall Drive
Warrendale, PA 15086

18.1. Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States Mail (if mailed by certified mail).

19. **QUIET ENJOYMENT**: Neither **LANDLORD** nor **LANDLORD'S**

successors or assigns will disturb **TENANT** in its quiet enjoyment of the Premises. **TENANT** shall not disturb **OTHER TENANTS** in their quiet enjoyment of the Premises.

20. **INDEMNITY**: **TENANT** shall indemnify and hold harmless **LANDLORD** from and against any and all damage, expense, claim, liability or loss, for any non-compliance or nonconformance of this Lease or the Leased Premises except for any and all damage, expense, claim, liability or loss, for any non-compliance or non-conformance of **OTHER TENANTS** or to the extent caused by the gross negligence or will full misconduct of the **LANDLORD**.

21. **ATTORNMEN**: **TENANT** agrees to and does attorn to any successor to **LANDLORD'S** interest in all or any part of the Premises, including without limitation any purchaser at any foreclosure sale of all or any part of the Premises.

22. **SUCCESSORS AND ASSIGNS**: This Lease shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and (in the case of **TENANT**, permitted) assigns of the respective parties.

23. **AMENDMENTS**: This Lease represents the entire understanding of the parties hereto concerning the subject of the Lease. All prior statements, representations, and agreements made between or by the parties with respect to the subject matter of this Lease are superseded hereby and no modifications of any provisions of this Lease shall be effective unless in writing and signed by each party.

24. **WAIVER OF JURY TRIAL:** **TENANT** hereby waives trial by jury in any action or proceeding brought in connection with this Lease or relating to any obligation, duty and/or indebtedness under this Lease or collateral referred to in this Lease.

25. **COMMERCIAL TRANSACTION:** **TENANT** ACKNOWLEDGES THAT THIS LEASE EVIDENCES A COMMERCIAL TRANSACTION AS THAT TERM IS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a(a) AND PURSUANT TO CONNECTICUT GENERAL STATUTES SECTIONS 52-278b AND 52-278f, **TENANT** DOES HEREBY WAIVE ITS RIGHTS TO NOTICE AND HEARING PRIOR TO THE ISSUANCE BY THE **LANDLORD** OF ANY PREJUDGMENT REMEDY, AND **TENANT** FURTHER WAIVES ANY RIGHTS AS MAY EXIST UNDER FEDERAL LAWS TO ANY NOTICE AND/OR HEARING PRIOR TO **LANDLORD'S** OBTAINING AND EXERCISING ANY PREJUDGMENT REMEDY.

26. **MISCELLANEOUS:** The following provisions are additional terms of this Lease:

26.1. The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.

26.2. If any provision of this Lease is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this Lease, shall remain in full force and effect.

26.3. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction of interpretation of this Lease.

LANDLORD
The Town of Branford

BY: 
James B. Cosgrove, First Selectman

TENANT
Zambelli Fireworks

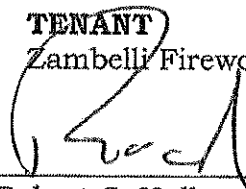
BY: 
Robert C. Haller, Controller

EXHIBIT A

All that certain piece or parcel of land located in the Town of Branford, County of New Haven, State of Connecticut, known as PARCEL A, having an area of 28,253± square feet as shown on a map entitled "Quarry Lease Lines, Scale 1" = 75", produced by Danuta Szostek, Town of Branford", dated June 15, 2011 (Note: This map is for ease of reference only) as more particularly described as follows:

Beginning at a point on the approximate Southwesterly Lease Line from a point $41^{\circ}17'3.87''\text{N}/72^{\circ}44'31.88''\text{W}$ Northeasterly to a point $41^{\circ}17'4.47''\text{N}/72^{\circ}44'31.52''\text{W}$; thence again Northeasterly to a point $41^{\circ}17'6.24''\text{N}/72^{\circ}44'33.72''\text{W}$; thence again Northeasterly to a point $41^{\circ}17'6.08''\text{N}/72^{\circ}44'34.16''\text{W}$; thence again Southwesterly to a point $41^{\circ}17'4.54''\text{N}/72^{\circ}44'34.66''\text{W}$; thence again Northwesterly to a point and place of beginning.

Said PARCEL A is a portion of all that certain piece or parcel of land located in the Town of Branford, County of New Haven, State of Connecticut, consisting of a portion of the land shown on a series of eight (8) maps entitled "Maps Showing Property to be Acquired by the Town of Branford from The Stony Creek Granite Corp., Branford, Connecticut, Scale 1" = 100', July, 1977", prepared by Arthur W. Sjogren, L.S. #5556, said portion being designated on said maps as "Main Quarry Hole Area" ("Stony Creek Quarry"). Said portion consists of approximately fifty (50) acres and is shown on sheets B1, C1 and D1 of said series of maps as referenced in a Quit claim Deed from Stony Creek Granite Corporation to the Town of Branford, dated December 28, 1977 and recorded January 4, 1978 in Volume 293 at Page 283.

The LANDLORD also grants to the TENANT, its successors and assigns in common with other Tenants of other portions of said "Stony Creek Quarry", the right of ingress and egress to said parcel of land on foot or with vehicles on the road leading thereto from Leetes Island Road, which road is designated on said maps as Quarry Road. This grant of ingress and egress includes the portion of said parcel of land reserved to the LANDLORD.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") dated as of _____, 2022 by and between **TOWN OF BRANFORD**, a Connecticut municipality, having an address of 1019 Main Street, Branford, CT 06405 ("**Landlord**"), and **ZAMBELLI FIREWORKS**, a Pennsylvania Corporation, with a principal business address of 120 Marshall Drive, Warrendale, Pennsylvania ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a certain lease dated May 25, 2021 (the "**Lease**") for the use and occupancy of a certain piece and parcel of real property known as Stony Creek Quarry and more particularly described in **Exhibit A** to the Lease for a term (the "**Term**") commencing on May 14, 2021 (the "**Commencement Date**") and ending at 12 o'clock midnight May 14, 2022;

WHEREAS, the parties now wish to amend the Lease to provide for a renewal term of three (3) additional years on the same terms and conditions included in the Lease as provided for in Section 3.2 of the Lease and to eliminate the provision providing for additional renewal terms.

NOW, THEREFORE, the parties agree as follows:

1. Landlord and Tenant agree that the Term of the Amended Lease shall be extended for a period of three (3) years, commencing on May 14, 2022 (the "**Renewal Term Commencement Date**") and expiring on May 14, 2025 (the "**Expiration Date**").

2. Section 3.1 of the Lease is hereby deleted

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

4. 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 May 25, 2021, is hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Second Amendment to Lease as of the ____ day of _____, 2022

Witnessed as to Landlord by:

LANDLORD
TOWN OF BRANFORD

By: _____
James B. Cosgrove
Its First Selectman
Duly Authorized

Mai S. Appin
BRANFORD TOWN CLERK

2022 MAY -6 A 10: 07

RECEIVED

OFFICE OF THE TREASURER
BRANFORD, CONNECTICUT



1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405

TEL: (203) 488-8394
FAX: (203) 315-3736
www.branford-ct.gov

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APR 29 REC'D
BRANFORD TOWN CLERK

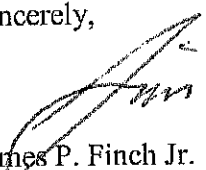
April 28, 2022

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

Town of Branford

RECEIVED

APR 29 REC'D

BRANFORD TOWN CLERK



2022 Neighborhood Assistance Act Application

OFFICE OF THE TREASURER

BRANFORD, CONNECTICUT



1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405

TEL: (203) 488-8394
FAX: (203) 315-3736
www.branford-ct.gov

To: All Parties Interested in 2022 Neighborhood
Assistance Act Tax Credit Program

From: James P. Finch Jr. Finance Director/Municipal Liaison

Date: April 27, 2022

Re: 2022 Applications

I am writing to inform you that Town of Branford will be participating in the Neighborhood Assistance Act for 2022. Please find attached application forms or if you prefer you can access these forms at the Department of Revenue Services website.

Enclosed you will find application materials for the 2022 Neighborhood Assistance Act Tax Credit Program. If your organization is interested in participating in the program, please complete the application and return it to me no later than **June 3, 2022.**

I would ask that you carefully read the Instructions for completing the application. Please note that I have completed most of Part IV Municipal Information. However, you should determine if a Post Project Audit is required and fill in that section on the bottom of page 4.

Incomplete applications and applications received after the due date of June 3, 2022 will not be included in Branford's submission to the Department of Revenue Services.

Should you have any questions or comments with regard to the application or timetable, please feel free to contact me at 203-315-0663.

2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01, 2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. For where to direct inquiries, see *For Further Information* below.

Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

Program Title: Assign a unique program title to each program for which your organization is making an application.

Federal Form 990: Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

Part II – Program Information

Description of Program: Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

Need for Program: Demonstrate a need for this program. For example, provide relevant statistics.

Neighborhood Area to Be Served: Describe the neighborhood or municipality this program will serve.

Plan to implement the program: Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

Timetable: Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

Sources of Revenue: The budget must include the requested NAA funding and any other anticipated revenue sources.

NAA Funding Requested: Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

Other Funding Sources: Provide a detailed description(s) and the amount(s) of all funding sources.

Proposed Program Expenditures: The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

Direct Operating Expenses: Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

Municipal Liaison: The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

Post-Project Audit: Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program. This audit must be submitted to the municipality no later than three months after the program completion date.

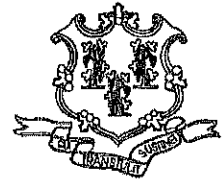
For Further Information

Email inquiries to:

- NAAProgram@ct.gov

or call DRS Monday through Friday, 8:30 a.m. to 4:30 p.m. at:

- **860-297-5687**
- **860-297-4911** (TTY, TDD, and Text Telephone users **only**, let the 711 relay operator know the number you wish to call and the relay operator will dial it and then communicate using a TTY.)



Municipality: Branford

Form NAA-01
2022 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____

Address: _____

Federal Employer Identification Number: _____

Program title: _____

Name of contact person: _____

Telephone number: _____

Email address: _____

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ _____

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- Energy conservation; **or**
- Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for persons with physical disabilities;
- Program serving low-income persons;
- Child care services;
- Establishment of a child day care facility;
- Open space acquisition fund; **or**
- Other (specify): _____

Description of program: _____

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Need for program: _____

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Neighborhood area to be served: _____

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Plan to implement the program: _____

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Timetable:

Program start date: _____

Program completion date: _____

The program completion date must not be more than two years from the program start date. A certified post-project audit is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.

Part III — Financial Information

Program Budget:

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested _____

Other funding sources - itemized sources:

a) _____

b) _____

c) _____

d) _____

Total Funding: _____

Proposed Program Expenditures:

Direct operating expenses - itemized description:

a) _____

b) _____

c) _____

d) _____

Administrative expenses - itemized description:

a) _____

b) _____

c) _____

d) _____

Total Proposed Expenditures: _____

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ Town of Branford
Mailing address: _____ PO Box 150 1019 Main Street
Name of municipal liaison: <u>James Finch</u>
Telephone number: <u>203-315-0663</u>
Fax number: _____
Email address: <u>jfinch@branford-ct.gov</u>

<p style="text-align: center;">Post-Project Audit</p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: center;">If Yes, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
--

Lisa Arpin

From: ingradad@gmail.com
Sent: Thursday, April 21, 2022 7:37 AM
To: Dennis Flanigan
Cc: Tracy Everson; Donna Laich
Subject: Branford RTM - Please add to call

Dear Moderator, Flanigan,

Please add to the call and assign to R&O – To discuss and if appropriate adjust to align with Connecticut’s Constitution rule A236-2. RTM Clerk. Rule 2.2 , dealing with absences of RTM member.

Thanks,

Ray Ingraham
Branford RTM – Majority Leader
203-627-3022

RECEIVED
2022 MAY 18 P 12:25
Lisa Arpin
BRANFORD TOWN CLERK

BRANFORD REPRESENTATIVE TOWN MEETING

LEGAL NOTICE AND CALL

BUDGET MEETING

TUESDAY, May 10, 2022 at 8:00 p.m.

The RTM will be convened on Tuesday, May 10, 2022 at 8:00 p.m. at Branford Fire Headquarters, 45 North Main Street, to consider and act upon the following matters.

1. Roll Call.
2. Approval of the minutes of the previous meeting.
3. Reception of communications, reports of committees, and citizen petitions.
4. The Board of Finance approved the following budget for fiscal year 2022-2023:

Board of Education: Operating Budget	\$60,931,374
Board of Education: Special Education	\$0
Board of Education Capital & Leases	<u>\$263,000</u>
Subtotal Board of Education:	\$61,194,374
Town Departments:	<u>\$63,329,691</u>
TOTAL	<u>\$124,524,065</u>

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2022 MAY -11 A 8:39
New Hampshire
BRANFORD TOWN CLERK

- A. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$61,194,374 to the Board of Education (Operating Budget + Capital) for fiscal year 2022-2023.
- B. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$63,329,691 for all other Town Departments for fiscal year 2022-2023.
 - 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.
5. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$63,051 to the Open Space Fund Budget for fiscal year 202-2023.
6. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$14,949 to the Sewer Assessment Fund Budget for fiscal year 2022-2023.
7. 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 2022-2023.
8. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$373,460 to the BOE School Age Child Care Fund Budget for year fiscal 2022-2023.
9. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$4,797,890 to the Wastewater Treatment Plant Budget for the fiscal year 2022-2023.

10. To consider and, if appropriate, approve the recommendation of the Board of Finance of appropriation of \$441,935 to the Animal Control Fund Budget for fiscal year 2022-2023.
11. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$1,813,938 to the Human Services Special Revenue Fund Budget for fiscal year 2022-2023.
12. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$404,000 Lease Fund Budget for fiscal year 2022-2023.
13. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$2,232,000 to the ARPA Fund Budget for the fiscal year 2022-2023.
14. To consider and, if appropriate, approve the recommendation of the Board of Finance that the RTM evaluate the request to fund the positions of Registrar of Voters on a full-time basis beginning January 1, 2023 for each year of their two year term of office at a rate of pay recommended by the Human Resources Department and approved by the RTM. This recommendation will be made pursuant to an analysis of the department's operations and staffing requirements.
15. Any other business to come before the RTM.
16. Adjournment.

Dated this 27th day of April, 2022

A handwritten signature in cursive script that reads "Dennis T. Flanigan".

Dennis T. Flanigan, RTM Moderator

HEARST

**CONNECTICUT
MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME
Darlen News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

TOWN OF BRANFORD
~~ASSESSORS OFFICE~~
1019 MAIN STREET
BRANFORD CT 06405

Town Clerk

AFFIDAVIT OF PUBLICATION

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

[Handwritten signature]

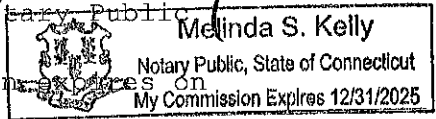
I, _____
Being duly sworn, depose and say
that I am a Representative in the
employ of HEARST CONNECTICUT MEDIA
GROUP, Publisher of the New Haven
Register, that a LEGAL NOTICE as
stated below was published in the
New Haven Register.

Subscribed and sworn to before me
on
this 2nd Day of May, A.D. 2022.

[Handwritten signature]

Notary Public

Melinda S. Kelly



My commission expires on

RECEIVED

2022 MAY -9 A 11:54

[Handwritten signature]
BRANFORD TOWN CLERK

PO Number

Ad Caption

BRANFORD REPRESENTATIV

Publication

New Haven Register

Ad Number

0002701592-01

Publication Schedule

4/29/2022

Connecticut Post | Greenwich Time | New Haven Register | Stamford Advocate | The Middletown Press
The News-Times | The Norwalk Hour | The Register Citizen

Fairfield Citizen | New Canaan Advertiser | Shelton Herald | Shoreline Times | The Darien Times | The Dolphin | The Foothills Trader | The Litchfield County Times
The Milford Mirror | The Ridgefield Press | The Spectrum | The Trumbull Times | The Wilton Bulletin | West Hartford News | Westport News

TOWN OF BRANFORD
ASSESSORS OFFICE
1019 MAIN STREET
BRANFORD CT 06405

AFFIDAVIT OF PUBLICATION

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

**BRANFORD REPRESENTATIVE TOWN MEETING
LEGAL NOTICE AND CALL --
BUDGET MEETING -- May 10, 2022 at 8:00 p.m.**

The RTM will be convened on Tuesday, May 10, 2022 at 8:00 p.m. at Branford Fire Headquarters, 45 North Main Street, to consider and act upon the following matters.

1. Roll Call, 2. Approval of the minutes of the previous meeting, 3. Reception of communications, reports of committees, and citizen petitions.
4. The Board of Finance approved the following budget for fiscal year 2022-2023 (FY23):


Board of Education: Operating Budget	\$60,931,374
Board of Education: Special Education	\$0
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Subtotal Board of Education:	\$61,194,374
Town Departments:	\$63,329,691
TOTAL	\$124,524,065
- A. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$61,194,374 to the Board of Education (Operating Budget + Capital) for FY23.
- B. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$63,329,691 for all other Town Departments for FY23.
 - 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.
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6. To consider and, if appropriate, approve the recommendation of the BOF of an appropriation of \$14,949 to the Sewer Assessment Fund Budget for FY23.
7. To consider and, if appropriate, approve the recommendation of the BOF of an appropriation of \$71,600 to the BOE Shoreline Adult Education Enrichment Fund Budget for FY23.
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13. To consider and, if appropriate, approve the recommendation of the BOF of an appropriation of \$2,232,000 to the ARPA Fund Budget for FY23.
14. To consider and, if appropriate, approve the recommendation of the BOF that the RTM evaluate the request to fund the positions of Registrar of Voters on a full-time basis beginning 1/1/23 for each year of their two year term of office at a rate of pay recommended by the Human Resources Dept. and approved by the RTM. This recommendation will be made pursuant to an analysis of the department's operations and staffing requirements.
15. Any other business to come before the RTM.
16. Adjournment.

Dated this 27th day of April, 2022
Dennis T. Flanagan, RTM Moderator

sworn, depose and say
I, _____ a Representative in the
HEARST CONNECTICUT MEDIA
Group, Publisher of the New Haven
Register, at a LEGAL NOTICE as
required by statute was published in the
New Haven Register.

sworn to before me on
this _____ day of May, A.D. 2022.

Melinda S. Kelly
Notary Public

 Melinda S. Kelly
Notary Public, State of Connecticut
My Commission Expires 12/31/2025

Ad Caption
BRANFORD REPRESENTATIVE

Ad Number
0002701592-01

Publication Schedule
4/29/2022

