



**Representative Town Meeting  
Meeting Minutes  
May 11, 2021 7:00 p.m.**

Moderator: Dennis T. Flanigan	Clerk: Donna Laich
Majority Leader: Ray Ingraham	Minority Leader: Tom Brockett

The RTM held a remote meeting via Zoom on Tuesday, May 11, 2021 at 7:00 p.m. to consider and act upon the following matters. Moderator Flanigan reviewed the procedures for a remote meeting.

**1. Roll Call:**

**Representatives Present:** Adelman, Aitro, Alfone, Anderson, Black, Brockett, Conklin, Everson, Erlanger, Flanigan, Greenberg, Hakun, Healy, Hentschel, Hynes, Ingraham, Jackson, Laich, Prete, Riccio, Sember, Shrestha, Sires, Soomro, Stepanek, Sullivan, Torelli, Twohill, Verderame & Wells.

**Representatives Absent:** none

**Ex Officios Present;** 1<sup>st</sup> Selectman Cosgrove, Selectman Dunbar and Town Clerk Arpin. Board of Finance Director Finch was also present

**2. Approval of the minutes of the previous meeting.**

- a. Motion to approve minutes made by Rep. Ingraham, 2<sup>nd</sup> by Rep. Brockett. Minutes unanimously approved.
- b. Rep. Brockett asked why several items were left off the agenda that had previously been re-referred by Rules and Ordinances. The Moderator noted they were left off the agenda and said he would put them on the June agenda as he was focused on the budget.

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

- a. Moderator Flanigan read a letter from the Finance Director regarding the Neighborhood Assistance Tax Credit program (see attached letter). This was referred to the Administrative Services Committee.

- b. Moderator Flanigan read a letter from 1st Selectman Cosgrove regarding the recent appointment by the Board of to fill a vacancy on the Greater New Haven Transit District (see attached). This item was sent to Administrative Services for approval.
- c. The Moderator read portions of a letter from Mr. W. Cooke regarding the “muting and censoring of citizens”. Mr. Cooke asked that the entire letter be read aloud. The Moderator ruled that the letter would not be read in its entirety at this time (see attached letter for full content)
- d. The Moderator read a Letter from Mr. Cooke regarding “personal attacks” during meetings. The letter was read in its entirety. The Moderator said this will be discussed later under other business.

**4. The Board of Finance approved the following budget for fiscal year 2021-2022:**

<b>Board of Education: Operating Budget</b>	<b>\$60,005,541</b>
<b>Board of Education: Special Education</b>	<b>\$0</b>
<b>Board of Education Capital &amp; Leases</b>	<b>\$298,000</b>
<b>Subtotal Board of Education</b>	-----
	<b>\$60,303,541</b>
<b>Town Departments:</b>	<b>\$60,469,774</b>
	-----
<b>Total</b>	<b>\$120,773,315</b>

**A. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$60,303,541 to the Board of Education (Operating Budget + Capital) for fiscal year 2021-2022.**

**B. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$60,469,774 for all other Town Departments for fiscal year 2021-2022.**

**a. Report and adoption of Education Committee budgets:**

- i. Rep. Prete reported the committee met and made a motion to reduce the operating budget by 100,000.00. The motion passed unanimously in committee with two members absent. There were several comments from RTM representatives and a lengthy discussion continued. A few RTM members stated requests for more transparency from the Board of Education in the future. Citizen Cooke asked a question to the Education Committee chairperson. Rep. Prete said the public had an opportunity to speak at the April

Education Committee meeting. Other RTM members commented in addition to Mr. Cooke. The motion to approve this budget passed unanimously.

- ii. The Education Committee budgets as approved by the Bd. of Finance (there were no changes to the budgets of the Blackstone or Willoughby Wallace Libraries) were presented for approval. After a lengthy discussion with comments from representatives, concerns from citizens, and comments from the assistant treasurer for the Blackstone Library (Mr. Spilka), a vote was held and the budgets passed unanimously.

**b. Report and adoption of Ways and Means budgets:** Rep Black reported that Ways and Means passed these items unanimously with some adjustment (reduce contingency by 100,000 dollars included placing 20,000 in the EV sinking fund, 6,000 to EV charging stations, and 30,000 to the IT budget). The motion to adopt the Ways and Means budgets passed unanimously.

**c. Report and adoption of Rules and Ordinances budgets:** Rep. Black reported that 6 of 7 members were present in committee and voted unanimously to pass the budget. Rep. Everson objected to the way the agenda was presented tonight, suggesting that it is not easy for the public to follow. A lengthy discussion followed regarding this issue and it was agreed that detail can be added as we proceed. The budgets presented by the Rules and Ordinances Committee passed unanimously.

**d. Report and adoption of Public Services budgets:** Rep. Conklin reported on the budgets presented and as amended by the Board of Finance. All of the budgets passed as presented, 6-0 with the exception of 2 budgets. There were two amendments; with a 3-2 vote the committee recommended a 41,000-dollar reduction to the wages and salaries line item for the engineering operations budget. The committee also recommended a reduction in the police services capital for cruisers from 180,000 to 108,000-dollars and for cruiser equipment from 105,000 to 63,000-dollars. These reductions will be covered by transfers from the current fiscal years operating budget to the capital budget to cover the cruisers. Rep. Brockett offered an amendment to Rep. Conklin's motion and made a motion to fully fund the engineering position as presented by the Board of Finance without the 41,000-dollar cut. The motion was seconded by Rep. Conklin. After several comments from RTM representatives in

support of this motion the amendment passed unanimously. Rep. Brockett then offered a motion to reduce the Public Works budget by 107,878.00 dollars for the Public Works Director. The position has not been filled since 2016 (5 yrs.). The motion was 2<sup>nd</sup> by Rep. Erlanger. 1st selectman Cosgrove remarked that this discussion did not come up in committee when the budget work was done and asked that we not be short sighted. He asked for agreement to keep this position funded. After a lengthy discussion amongst RTM representatives including comments from resident Cooke a roll call vote was held to approve Rep. Brockett's motion. The motion failed 16 -13. The overall Public Services budget, as amended passed 23-6.

- e. **Report and adoption of Administrative Services budgets.** Rep. Alfone reported on the budgets included approved by Administrative Services. He made a motion to approve all of the budgets as recommended by the Board of Finance with the exception of the Executive Budget. The committee voted to increase the Executive Capital Budget by 26,000.00 for electric vehicles and charging stations, which passed in committee 6-0 with 1 abstention. Rep. Everson objected to a part time economic development position, stating that the job should be a full-time position and provided her reasoning. Citizen Cooke was given permission to share his screen. He presented a plan, which he said included his ideas how the town can save money, in addition to creating an office of government accountability. After allowing much of the presentation, the Moderator concluded the presentation was not entirely on topic and he said the meeting needed to move forward (the portion of the presentation allowed can be viewed on the BCTV recording). After further discussion amongst RTM representatives, Rep. Alfone made a motion to approve the Administrative Services Budget with the increase of 26,000 dollars to the Capitol Fund. The budgets were approved 28-1.

A brief discussion between Jim Finch (finance director) and several RTM representatives occurred for clarification before providing final figures. Rep. Conklin made a motion to approve the total town budget of 120,515,315.00 dollars, 2<sup>nd</sup> by Rep. Prete. After brief discussion, a roll call vote resulted in approval of the budget 24-5 (see attached).

5. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$61,646 to the Open Space Fund Budget for fiscal year 2021-2022.** Rep. Black reported that this passed in committee 6-0 and put forward a motion for approval of this budget, which passed unanimously.
6. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$14,926 to the Sewer Assessment Fund Budget for fiscal year 2021-2022.** Rep. Black reported that Ways and Means voted 5-0 to approve this budget, and made a motion to the RTM to accept this budget. The motion passed unanimously.
7. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$76,600 to the BOE Shoreline Adult Education Enrichment Fund Budget for fiscal year 2021-2022.** Rep. Prete reported the committee voted 5-0 to approve this budget. The motion to approve this budget was approved unanimously.
8. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$485,766 to the BOE School Age Child Care Fund Budget for year fiscal 2021-2022.** Rep. Prete reported the Education Committee voted 5-0 to approve this budget as presented by the Board of Finance. The motion to approve this budget was unanimous.
9. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$4,574,073 to the Wastewater Treatment Plant Budget for the fiscal year 2021-2022.** Rep. Black reported that Rules and Ordinances voted 6-0 to approve this budget and put the motion forward. The motion to approve passed unanimously.
10. **To consider and, if appropriate, approve the recommendation of the Board of Finance of appropriation of \$388,547 to the Animal Control Fund Budget for fiscal year 2021-2022.** Rep. Conklin reported that the Public Services Committee approved this budget 6-0 as recommended by the Board of Finance. The motion for approval passed unanimously.
11. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$1,691,214 to the Human Services Special Revenue Fund Budget for fiscal year 2021-2022.** Rep. Alfone reported that Administrative Services approved this budget 6-0. The motion for approval passed unanimously.
12. **To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$369,000 Lease Fund Budget for fiscal year 2021-2022.** Rep. Black

reported Ways and Means voted 5-0 to approve this budget as recommended by the Board of Finance. The motion for approval passed unanimously.

**13. To consider and, if appropriate, approve the recommendation of the Board of Finance to the RTM, with the exception of the 1<sup>st</sup> Selectman who has elected to take a 0% increase, salaries for the following elected officials increase by 2.0% for each of their two-year term of office: Second Selectman, Third Selectman, Treasurer, Board of Assessment Appeals, RTM Moderator, RTM Clerks, and Board of Finance Clerk.** Rep. Alfone reported that these were all approved in committee and earlier at tonight's meeting. After a brief discussion for clarification the motion for approval passed unanimously.

**14. To consider and, if appropriate, approve the recommendation of the Board of Finance to the RTM that salaries for the following elected officials increase by 2.0% for each year of their two-year term of office: Town Clerk and Tax Collector.** Rep. Alfone reported that Administrative Services approved these budgets in committee and they were approved earlier tonight. The motion to approve passed unanimously.

**15. Rep. Alfone made a motion to add an item to this agenda: To consider and if appropriate, approve a lease agreement between the Town of Branford and Zambelli Fireworks to lease a portion of the property at the Stony Creek Quarry for the storage of consumer and display fireworks.** Rep. Alfone reported that Administrative Services voted to approve this item at their last meeting 6-1. Rep. Everson gave a minority report, her concerns were related to public safety. After a lengthy discussion with clarifications by the 1<sup>st</sup> Selectman and others, the motion passed 23 – 6

**16. Adjournment 9:32**

Motion by Rep. Torelli, 2<sup>nd</sup> by Rep. Sember

Dated this 18<sup>th</sup> day of May 2021

Respectfully submitted,

Donna Laich, RTM Clerk



**NOTICE TO CREDITORS**  
**ESTATE OF Shirley A Donadio**  
**(21-00155)**

The Hon. Frank J. Forgione, Judge of the Court of Probate, District of Branford - North Branford Probate Court, by decree dated April 26, 2021, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Diane B. Whalen, Chief Clerk

The fiduciary is:  
 Jodi A. Perno  
 c/o MICHAEL J WHALEN  
 93 BECKETT AVENUE  
 BRANFORD, CT 06405

**BRANFORD REPRESENTATIVE TOWN MEETING**

LEGAL NOTICE AND CALL

BUDGET MEETING

May 11, 2021 7:00 p.m.

The RTM will hold a remote meeting via Zoom on Tuesday, May 11, 2021 at 7:00 p.m. 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 2021-2022:

Board of Education: Operating Budget	\$60,005,541
Board of Education: Special Education	\$0
Board of Education Capital & Leases	\$298,000
Subtotal Board of Education	\$60,303,541

Town Departments:	\$60,469,774
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Total	\$120,773,315
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A. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$60,303,541 to the Board of Education (Operating Budget + Capital) for fiscal year 2021-2022.

B. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$60,469,774 for all other Town Departments for fiscal year 2021-2022.

- 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 \$61,646 to the Open Space Fund Budget for fiscal year 2021-2022.
  6. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$14,926 to the Sewer Assessment Fund Budget for fiscal year 2021-2022.
  7. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$76,600 to the BOE Shoreline Adult Education Enrichment Fund Budget for fiscal year 2021-2022.
  8. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$485,766 to the BOE School Age Child Care Fund Budget for year fiscal 2021-2022.
  9. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$4,574,073 to the Wastewater Treatment Plant Budget for the fiscal year 2021-2022.
  10. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$388,547 to the Animal Control Fund Budget for fiscal year 2021-2022.
  11. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$1,691,214 to the Human Services Special Revenue Fund Budget for fiscal year 2021-2022.
  12. To consider and, if appropriate, approve the recommendation of the Board of Finance of an appropriation of \$369,000 Lease Fund Budget for fiscal year 2021-2022.
  13. To consider and, if appropriate, approve the recommendation of the Board of Finance to the RTM, with the exception of the 1<sup>st</sup> Selectman who has elected to take a 0% increase, salaries for the following elected officials increase by 2.0% for each of their two year term of office: Second Selectman, Third Selectman, Treasurer, Board of Assessment Appeals, RTM Moderator, RTM Clerks, and Board of Finance Clerk.
  14. To consider and, if appropriate, approve the recommendation of the Board of Finance to the RTM that salaries for the following elected officials increase by 2.0% for each year of their two year term of office: Town Clerk and Tax Collector.
  15. Any other business to come before the RTM.
  16. Adjournment.

Dated this 27th day of April, 2021  
 Dennis T. Flanigan, RTM Moderator

MAY 6, 2021 • THE SOUND • COMMUNITY NEWS

# North Branford POCO Fest to

Continued from page 1

questions around the financial feasibility of the event during these uncertain times.”

The post concluded, “We cannot wait to gather under the big tent, eat delicious fair food, hear great music, play fun games, enjoy the carnival rides and games, see the fireworks, and visit with friends new and old. As always, we are thankful to our volunteers, the

# Applause, Applause BHS Little Shop of

Continued from page 1

Due to pandemic protocols, all live shows have been limited to just 100 audience members per show and are expected to sell out to accommodate family members of the cast and crew.

## A New Show

Last year's BHS production of *Sweeney Todd* got through full dress rehearsal, but didn't make it to live performances because COVID-related restrictions closed schools through the end of the school year.

While many high schools held on to licensing extensions granted for 2020 shows, co-directors Colin Sheehan and Michael Martone decided to bring an entirely new production to the BHS stage in 2021.

“*Sweeney Todd* was a special show for our seniors last year, so we couldn't repeat last year's show, and we're just going to make *Little Shop* special for this year's seniors,” said Sheehan.

The co-directors had to wait until March 2021 before finally receiving a green light to produce some type of student performance, with many unknowns still factored in due to COVID-19. While casting about for a new show, they hit upon *Little Shop of Horrors*, which grew from its off-Broadway origins to spawn the cult-favorite



OFFICE OF THE TREASURER  
BRANFORD, CONNECTICUT



1019 MAIN STREET  
POST OFFICE BOX 150

(203) 315-0663  
Fax: (203) 315-3736  
www.branford-ct.gov

May 5, 2021

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,

A handwritten signature in black ink, appearing to read "J. Finch".

James P. Finch Jr.  
Finance Director

CC: J. Cosgrove  
RTM

Censorship=Corruption  
May 9, 2021

Branford RTM  
1019 Main Street  
Branford, CT 06405

Dear Branford RTM:

In light of the RTM's policy of muting and censoring citizens comments simply because these comments provide evidence of the first selectman's corrupt practices and repeated lies to the public, it is asked that the moderator read aloud--SLOWLY AND CLEARLY--the following reminders of a citizen right to free speech:

**Homer: To speak his thoughts is every man's right.**

**Voltaire: I disapprove of what you say, but I will defend to the death your right to say it.**

**George Washington: If the freedom of speech is taken away, then dumb and silent we may be led, like sheep to the slaughter.**

**Napoleon Bonaparte: A people which is able to say everything becomes able to do everything.**

**Oliver Wendell Holmes: The very aim and end of our institutions is just this: that we may think what we like and say what we think.**

**Theodore Roosevelt: Free speech, exercised both individually and through a free press, is a necessity in any country where people are themselves free.**

**John Stuart Mill: We can never be sure that the opinion we are endeavoring to stifle is a false opinion; and if we were sure, stifling it would be an evil still.**

**Frederick Douglas: To suppress free speech is a double wrong. It violates the rights of the hearer as well as those of the speaker.**

**John Morley: You have not converted a man because you have silenced him.**

**Benjamin Franklin: Whoever would overthrow the liberty of a nation must begin by subduing the freeness of speech.**

**Charles Bradlaugh: Better a thousandfold abuse of free speech, than denial of free speech..**

**James Madison: The people shall not be deprived or abridged of their right to speak.**

**Franklin D. Roosevelt: The truth is found when men are free to pursue it.**

**Mark Twain: Censorship is telling a man he can't have a steak, just because a baby can't chew it.**

**John Milton: Give me the liberty to know, to utter, and to argue freely, according to conscience, above all liberties.**

**James Buchanan: I like the noise of democracy.**

Sincerely,

Wayne Cooke

ITEM #15  
RTM 5-11-21

**Lisa Arpin**

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**From:** Jamie Cosgrove  
**Sent:** Monday, May 3, 2021 4:39 PM  
**To:** RTM - Administrative Services; Anthony Alfone  
**Cc:** Trista Milici; Lisa Arpin; Dennis Flanigan; Tom Brockett; Raymond Ingraham  
**Subject:** Admin Services Agenda Item 2 Info - Lease  
**Attachments:** Stony Creek Lease - Exhibit A.pdf; Fireworks company 4-2021 (004).pdf

All,

Attached is the draft lease and Exhibit A for the portion land at the quarry to Zambelli Fireworks. We will propose a one year term for \$2,000/year. I look forward to addressing the committee tomorrow night.

Sincerely,  
Jamie

RECEIVED

2021 MAY -3 P 4: 45

*Wes E. Arpin*  
BRANFORD TOWN CLERK

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°17'3.87"N/72°44'31.88"W Northeasterly to a point 41°17'4.47"N/72°44'31.52"W; thence again Northeasterly to a point 41°17'6.24"N/72°44'33.72"W; thence again Northeasterly to a point 41°17'6.08"N/72°44'34.16"W; thence again Southwesterly to a point 41°17'4.54"N/72°44'34.66"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.

**LEASE AGREEMENT**

This **LEASE** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between The Town of Branford, Connecticut, a Township located  
in the State of Connecticut, County of New Haven (hereinafter  
"**LANDLORD**"), and \_\_\_\_\_, a (insert state of company  
headquarters) Corporation, (insert address) (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 (insert rent amount) per year.

3. **TERM:**

3.1. **Term:** The Term of this Lease shall be (insert length of term), commencing on (insert date lease begins), and ending at midnight on (insert date lease ends).

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.

7.2. **TENANT** (unless **LANDLORD** elects as hereinafter stated) shall, at its expense, obtain or cause to be obtained and keep in force during the entire term of this Lease a policy of insurance covering loss or damage to all improvements, alterations, additions, utility installations, fixtures, equipment and similar property, other than the property to be insured pursuant to Paragraph 7.3. and any personal property of **TENANT**, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, sprinkler coverage and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall name **LANDLORD** and Stony Creek Quarry Corporation and such other person or entities designated by **LandLord** as additional insured and shall provide for payment of loss thereunder to **LANDLORD** and **TENANT** as their interests may appear. If such insurance coverage has a deductible clause, the deductible amount shall not exceed Ten Thousand Dollars (\$10,000) per occurrence.

7.3. **TENANT** shall, at **TENANT'S** expense, obtain or cause to be obtained and keep in force during the Term a policy or policies of insurance covering loss or damage to the improvements upon the Premises, including but not limited to walls (interior and exterior), foundations, ceilings, roofs (interior and exterior), floors, windows, door, plate glass and skylights located within the Premises, if any, in the amount of the full replacement value thereof against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall name **LANDLORD** and Stony Creek Quarry Corporation and such other person or entity as designated by Landlord as an additional insured and shall provide for payment of loss thereunder to **LANDLORD**, and Stony Creek Quarry Corporation and such other person or entity as designated by Landlord and **TENANT** as their interests may appear. If such insurance coverage has a deductible clause, the deductible amount shall not exceed Ten Thousand Dollars (\$10,000) per occurrence. **TENANT** shall be responsible for payments of any deductible. In the event that **LANDLORD** elects to procure the coverage required pursuant to this subparagraph or subparagraph 7.2 above, **TENANT** shall reimburse

**LANDLORD** for the cost of said coverage as additional rental due hereunder.

7.4. 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:** (Insert name of company and address)

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. **ATTORNMENT:** **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**  
(Insert name of company)

BY: \_\_\_\_\_

**EXHIBIT A**