

REPRESENTATIVE TOWN MEETING
MEETING MINUTES
June 12, 2019



MODERATOR
Dennis Flanigan

CLERK
Tom Brockett

MAJORITY LEADER
Ray Ingraham

MINORITY LEADER
Chris Sullivan

TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

2019 JUN 19 A 9:42

RECEIVED

The meeting was called to order by: Moderator Flanigan at 8:04p.m. The Moderator led the body in the Pledge of Allegiance. The Meeting was held at Branford Fire Headquarters, 45 North Main Street.

Representative Sullivan made a motion to have Tom Brockett serve as Clerk for the RTM. The motion passed unanimously.

Town Clerk Arpin swore in one (1) new member of the RTM, Michele Sember (D) for District 1 to fill the vacancy left by Jessica Everlith

1. Roll Call

Members Present: Rep. Adelman, Rep. Alfone, Rep. Anderson, Rep. Black, Rep. Brockett, Rep. Conklin, Rep. Dunbar, Rep. Erlanger, Flanigan, Rep. Greenberg, Rep. Healy, Rep. Hentschel, Rep. Ingraham, Rep. Jackson, Rep. Lawler, Rep. Leonard, Rep. Lombardi, Rep. Prete, Rep. Riccio, Rep. Sullivan, Rep. Torelli, Rep. Traugh, Rep. Twohill, Rep. Walker Rep. Wells, Rep. Sember

Members Absent: Rep. Stepanek

1 Vacancy: District 1 (Patricia Austin R will fill the vacancy left by Joseph Gordon)

Ex Officios Present: Selectman Cosgrove, Town Clerk: Arpin

Ex Officios Not Present: Selectman Higgins, Ahern

Treasurer: Nardella

Town Attorney: Aniskovich

(See Attachment)

The Moderator assigned Rep. Sember to the Administrative Services Committee; Rep. Austin will be assigned to the Public Services Committee and Rep. Adelman was assigned to the R & O committee to fill the vacancy of Jessica Everlith.

2. Approval of the previous meeting minutes. Rep. Ingraham made a motion to approve the minutes of the May 14, 2019 meeting. 2nd by Rep. Sullivan. Approved unanimously.

3. Reception of Communications, reports of committees and citizens petitions:

The moderator read correspondence from Selectman Cosgrove regarding a license agreement. The moderator sent this item to the Administrative Services Committee.

The moderator read correspondence from Wayne Cook. The moderator took no action because the matter is in Court.

8:20 pm-Rep. Soomro arrived.

The moderator and the clerk read correspondence from the following individuals in support of the Plastic Bag Ordinance; Bill Horne, Wanda Bubriski, David Schneider, Margret Kilgore, Ellen Page, Lauren Brown, Kate Galambos, Celia Shanley and Shirley McCarthy.

4. The moderator referred Item 4 on the Agenda; the initiation of condemnation proceedings with regard to Crescent Bluff Avenue to the Administrative Services Committee. However, the moderator permitted the attorney for the Town; attorney O'Hanlon from Robinson and Cole to provide a handout to RTM Members and make a presentation. The attorney for Beachcroft, LLC, attorney Hardy from Carmody and Torrance also provided a handout for RTM Members and made a presentation. The clerk read a list of names for and against the condemnation proceeding and sent that information to the Administrative Services Committee along with a letter submitted by the Pine Orchard Association.
5. Rep. Leonard made a motion to re-refer, and if appropriate, adopt a uniform procedure for ordinance enforcement pursuant to Town Meeting Rules (A236-4.1) (d). Motion approved unanimously.
6. Rep. Leonard made a motion to re-refer the town dock ordinance regarding a revision to time limits and rights of appeal pending review by the town attorney Motion approved unanimously.
7. Rep. Leonard made a motion to re-refer the creation of an ordinance re: Tree Warden & Public Tree Protection in Branford. Motion approved unanimously.

9:00 p.m. Rep. Lawler left the meeting.

8. Rep. Leonard made a motion to approve the Ordinance restricting the use of plastic bags in the Town of Branford. After discussion by the RTM and the Public, the Motion passed by a roll call vote (see attached).
9. Rep. Leonard made a motion to re-refer proposed changes to Chapter 189 of the Branford Town Code regarding trash collection. The Motion passed unanimously.
10. Rep. Conklin made a motion to approve the following request from General Government Buildings (GGB) for the following FY19 transfer. Motion passed unanimously.

From:	70041170-579250-09304	Adult DC Condensing Unit	(\$2,410)
	70041170-544300-13318	Regional Energy Task Force	140
	70041170-579410-15313	BELC-Boiler Replacement	3,000
		Total	(\$5,550)
To:	70041170-544300-xxxx	Town Hall Counter Replacement	5,550

11. Rep. Alfone made a motion to waive rule 4.4.1. 2nd by Rep. Sullivan and approved. Rep. Alfone made a motion to approve the following transfer from Human Services Director 2nd by Rep. Sullivan. Motion passed unanimously.

From:	21844010-555200	Property, Auto, Gen. Liability Ins.	(\$1,100)
To:	21844010-533650	Credit Card Processing Fees	1,100

12. Rep. Twohill made a motion to waive rule 4.4.1. 2nd by Rep. Sullivan and approved. Rep. Twohill made a motion to approve the following transfer from ERACE/Branford Adult Education. 2nd by Rep. Sullivan. Motion passed unanimously.

From:	25448100-511000	Salaries-Certified	(\$6,300)
	25448100-588200	Memberships, Conferences, Meetings	(310)
		Total	(\$6,610)
To:	25448100-555400	Advertising, Printing	5,670
	25448100-533500	Purchased Services	630
	25448100-51200	Salaries-Non Certified	310
		Total	\$6,610

13. Rep. Conklin made a motion to approve the following request from the Board of Police Commissioners' for the following FY19 transfer. Motion passed unanimously.

From:	10142010-566100	Office Supplies	(\$3,115)
	10142010-517000	Regular Wages & Salaries	(72,000)
	10142010-544130	Fuel	(\$35,000)
		Total	(\$110,115)
To:	10142010-579150	Technology	\$3,115
	10142010-518000	Overtime	50,000
	70042010-579350	Vehicles	35,000
	70042010-579250	Vehicle Equipment	<u>22,000</u>
		Total	\$110,115

14. Rep. Black made a motion to waive rule 4.4.1. 2nd by Rep. Sullivan and approved. Rep. Black made a motion to approve the following transfer from Department of Parks & Recreation for FY19. 2nd by Rep. Sullivan. Motion passed unanimously.

From:	10145010-544100	Utilities-Water, Gas, Electric	(\$15,000)
To:	10145010-544300	Purchased Services, R&M	\$5,000
	10145010-544320	Grounds R&M	<u>10,000</u>
		Total	\$15,000

15. Rep. Black made a motion to waive rule 4.4.1. 2nd by Rep. Adelman and approved. Rep. Black made a motion to approve the following FY19 Transfer pursuant to the collective bargaining agreement for the United Public Services Employees Union (Police) as approved by the RTM in May 14, 2019. Motion passed unanimously.

Current year for various wage accounts

From:		
10149040-588802	Contingency	(\$229,663)
To:		
10142010-517000	Wages & Salaries	\$199,656
10142010-518000	Overtime	11,789
10142040-518010	Overtime Public Events	3,576
10142010-518050	Vacation	5,436
10142010-518150	Holiday	5,899
10142010-518200	Sick Pay	2,593
10142010-518490	Shift Differential	744

Current year for wages earned in previous fiscal years

From:		
10149040-588802	Contingency	(\$129,259)
To:		
10142010-519070	Retroactive Wages	\$129,259

16. Rep. Alfone made a motion to waive rule 4.4.1. 2nd by Rep. Ingraham and approved. Rep. Alfone made a motion to approve the following transfer from the Town Clerk for FY19. 2nd by Rep. Jackson. Motion passed unanimously.

From:	10141080-533300	Professional Development	(\$13)
	10141080-555400	Advertising Printing	(335)
		Total	(\$348)
To:	10141080-519025	Education Incentive	\$250
	10141080-579250	Equipment	98
		Total	\$348

17. Rep. Black made a motion to waive rule 4.4.1. 2nd by Rep. Ingraham and approved. Rep. Black made a motion re-refer the School Ground Road Bridge Project and proposed resolution. Motion passed unanimously.

18. Rep. Alfone made a motion to waive rule 4.4.1. 2nd by Rep. Sullivan and approved. Rep. Alfone made a motion to approve the applications completed pursuant to the 2019 Neighborhood Assistance Act Program. 2nd by Rep. Dunbar. Motion passed unanimously (see attached).

19. Rep. Alfone made a motion to waive rule 4.4.1. 2nd by Rep. Ingraham and approved. Rep. Alfone made a motion to approve a request from the Town Engineer for a storm sewer easement between the Town and Michael and Lucia Carrano of 63 Meadow Wood Road. Selectman Cosgrove spoke on the issue for the Town Engineer. The Motion was 2nd by Rep. Hentschel and passed unanimously.

20. Rep. Twohill asked for a moment of silence for the following deceased former RTM members: John Prete, Lucy Bello & Madelyn Janover.

Rep. Lawler was thanked for his service on the RTM as he was leaving to the Republican Registrar of Voters.

21. Motion by Rep. Torelli to adjourn the meeting. 2nd by Rep. Sullivan and passed unanimously. The meeting adjourned at 10:04 p.m.

Dated this 18th day of June 2019

Respectfully submitted,

Thomas M. Brockett
Clerk-Branford RTM

BOARD OF SELECTMEN
BRANFORD, CONNECTICUT

AD m

JAMES B. COSGROVE
First Selectman

JOSEPH E. HIGGINS, JR.
JOHN J. AHERN



1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405
(203) 488-8394
FAX: 481-5561
www.branford-ct.gov

DATE: June 10, 2019
TO: Dennis Flanigan, RTM Moderator
FROM: James B. Cosgrove, First Selectman *J.C.*
RE: RTM Agenda

RECEIVED
2019 JUN 10 P 3:41
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

At the Board of Selectmen's Meeting held on June 5, 2019, the Board unanimously approved a License Agreement between the town and API-Sycamore, LLC for a license to construct a paved driveway and maintain a lawn and other suitable and appropriate landscaping along the driveway in the adjoining town right of way off Sycamore Way.

Attached please find a copy of the license agreement. The redlined language are suggested changes made by the Board of Selectmen.

Please refer this item to the appropriate committee for consideration. Thank you.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into as of the _____ day of _____ 2019, between THE TOWN OF BRANFORD, a Connecticut municipal corporation having its territorial limits within the County of New Haven and State of Connecticut (referred to herein as "LICENSOR") and API-SYCAMORE, LLC, a Connecticut limited liability company with an office at 15 Baldwin Drive, Branford, CT (referred to collectively herein as "LICENSEE").

RECITALS

WHEREAS, LICENSEE is the owner of a certain piece or parcel of land situated on the northerly side of Sycamore Way, being known as Lot # 7, Woodlands Park, in Branford, Connecticut (the "Property"); and

WHEREAS, LICENSEE does have direct access to Sycamore Way, but in an effort to minimize site disturbances and protect certain large mature trees, would like to locate its driveway on LICENSOR'S land; and

WHEREAS, LICENSOR is the owner in fee simple of the right-of-way bordering the western boundary of the Property and extending from Sycamore Way in an northerly direction (the "Right-of-Way"), all as more particularly shown on the portion of the map attached hereto as Exhibit A;

WHEREAS, LICENSEE has requested permission from LICENSOR to enter upon the Right-of-Way and to install and maintain a paved asphalt driveway to access the Property and to maintain a lawn and other suitable and appropriate landscaping along said driveway; and

WHEREAS, LICENSOR and LICENSEE have agreed to enter into this License Agreement to provide for those conditions that would accommodate both the LICENSOR'S and LICENSEE'S desired use of the Property and the Right-of-Way.

NOW, THEREFORE, in consideration of the mutual undertakings hereinafter set forth, the LICENSOR and LICENSEE agree as follows:

1. LICENSOR hereby grants to LICENSEE, upon all of the terms and conditions hereinafter set forth, a license to enter upon the Right-of-Way and to erect and maintain the aforesaid paved driveway in the approximate location shown on Exhibit A attached hereto and made a part hereof. LICENSEE shall obtain the approval of any relevant municipal boards, agencies or commissions and the prior written approval of the designated official of LICENSOR prior to the installation of such driveway.

2. LICENSOR hereby further grants to LICENSEE, upon all of the terms and conditions hereinafter set forth, a license to install and maintain a lawn and appropriate landscaping within the Right-of-Way area as shown on Exhibit A attached hereto and made a part hereof. LICENSEE shall obtain the approval of any relevant municipal boards, agencies or commissions and the prior written approval of the designated official of LICENSOR prior to undertaking any landscaping within the Right-of-Way area.

3. The term of this Agreement shall commence on the date hereof and shall expire on the earlier of (i) the transformation of the Right-of-Way into a town accepted public street or (ii) the violation of the terms and provisions hereof by the LICENSEE or of any provision of any municipal approval or permit granted in conjunction with the LICENSEE'S use, construction, modification and improvement of the Right-of-Way. In the event the Right-of-Way becomes a town accepted public street, LICENSEE acknowledges that any removal of its driveway in the Right-of-Way shall not entitle it to any compensation from the LICENSOR.

4. LICENSEE will install and maintain the driveway and the landscaping within the approximate locations identified on Exhibit A. LICENSEE, its successors, assigns, employees and business invites, shall have the right to pass and repass on the driveway by foot, or vehicle to access the Property. Except as may be required to exercise the rights granted to LICENSEE herein, LICENSEE shall not interfere with the use of the Property by LICENSOR or others acting on behalf of the LICENSOR, and LICENSEE shall not obtain any legal or equitable rights in and to the Right-of-Way other than as expressly provided herein.

a. During the term of this License, LICENSEE agrees to regularly cut brush and wild growth that may grow in that portion of the Right-of Way that is between the LICENSEE'S driveway and the northeastern end of the LICENSOR'S land. The parties acknowledge and agree that LICENSEE is not obligated to maintain any lawn or landscaping in that area.

5. LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR HARMLESS FROM AND AGAINST ANY LOSS, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM THE ACTIVITIES CONTEMPLATED UNDER THIS LICENSE AGREEMENT OR OCCURRING UPON OR ARISING FROM THE DRIVEWAY OR WITHIN THE RIGHT-OF-WAY AREA DURING SUCH TIME AS LICENSEE SHALL OCCUPY OR MAINTAIN SUCH DRIVEWAY AND AREA. LICENSEE FURTHER ACKNOWLEDGES THAT NEITHER LICENSOR, NOR ANY OFFICER, AGENT, OR EMPLOYEE OF LICENSOR SHALL HAVE ANY LIABILITY WHATSOEVER TO LICENSEE OR ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, FOR INJURY OR DEATH TO PERSONS OR FOR ANY DAMAGE TO THE PROPERTY, EXCEPT FOR ANY INTENTIONAL ACT ON THE PART OF LICENSOR. ALL PERSONAL PROPERTY OF LICENSEE, OR ITS AGENTS, SHALL BE

BROUGHT OR MAINTAINED ON THE RIGHT-OF-WAY AREA AT THE SOLE RISK OF LICENSEE.

6. LICENSEE shall be liable to LICENSOR for any and all damage or injuries to persons or property arising out of the exercise of the rights granted in this Agreement, including but not limited to damage to property or death or injury to persons or leakage of hazardous materials in or upon the Right-of-Way. LICENSEE shall indemnify and hold LICENSOR harmless of and from any such damage or injuries, including death, arising out of the exercise of any rights granted to LICENSEE under this Agreement. LICENSEE shall maintain liability coverage at all times while this Agreement is in effect in an amount of not less than \$1,000,000, which liability policy shall include worker's compensation coverage, and shall name LICENSOR, as an additional insured party. Prior to entering upon the Right-of-Way, LICENSEE shall furnish to LICENSOR evidence of such insurance.

7. LICENSEE shall indemnify and hold LICENSOR harmless of and from the claims of any person or entity with respect to mechanic's liens arising out of work or labor performed for the benefit of LICENSEE. In the event any certificate of mechanic's lien is filed against the Right-of-Way, or any portion thereof, arising out of work or materials supplied to LICENSEE, or any of its contractors, subcontractors or agents, LICENSEE shall take all reasonable steps to have the same removed and released.

8. This Agreement establishes a revocable license for the purposes stated herein. No bailment, sale, transfer, conveyance, easement, lease or other legal arrangement is intended, nor shall any such arrangement be deemed to arise. In the event the LICENSEE is in default of this Agreement, LICENSEE shall be liable for all costs incurred by LICENSOR in enforcing the terms of this Agreement, including reasonable attorney's fees. The granting of the limited license set forth herein shall in no manner be deemed a consent to any modification of the condition of the Right-of-Way other than as expressly provided herein, including without limitation, the removal or substantial pruning of any of the trees located therein.

9. LICENSEE agrees and acknowledges that the improvements to be constructed and maintained hereunder shall not be allowed to fall into disrepair and shall otherwise be maintained in a good and safe condition at all times. Nothing herein shall be construed to obligate LICENSOR to maintain, inspect, repair, mow, trim, or replace any such improvements, vegetation or landscaping.

10. This Agreement contains all of the terms and conditions between the parties relative to the subject of this Agreement and supersedes all prior negotiations and all prior written or oral agreements. This Agreement may be modified only by another written agreement signed by both parties. This Agreement shall be interpreted under the laws of the State of Connecticut.

Wayne N. Cooke

612 East Main Street
Branford, CT 06405
203-815-5796
wncooke@yahoo.com

RECEIVED

2019 JUN 11 P 2:10

TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

June 11, 2019

Branford RTM
c/o Dennis Flanagan, Moderator
1019 Main Street
Branford, CT 06405

Dear Branford RTM,

At your previous meeting, the moderator denied our request to refer the issue outlined in the attached letter to committee on the grounds that the matter is "in litigation".

Both the moderator and RTM are to be reminded that the first selectman's promise of an "investigation" into the process surrounding Costco's inland wetlands application in 2016, was made three years before any litigation was filed.

Consequently, it is again asked that the attached letter be read aloud at your next meeting and the Branford RTM--in keeping with its fiduciary duty to the citizens of Branford-- place this item on your agenda for the fair and thorough consideration it warrants.

Sincerely,



Wayne Cooke

Cc; Branford Board of Selectmen
Branford Board of Ethics
Branford Inland Wetlands

Branford Board of Finance
Branford Economic Development

Branford Board of Education
Branford Planning and Zoning

Wayne N. Cooke

612 East Main Street
Branford, CT 06405
203-815-5796
wncooke@yahoo.com

RECEIVED

2019 JUN 11 P 2:18

TOWN CLERK'S OFFICE
BRANFORD, CT 06405
May 9, 2019

Branford RTM
c/o Dennis Flanagan, Moderator
1019 Main Street
Branford, CT 06405

Dear Branford RTM,

In light of the failure of the first selectman to present to the community his promised investigation into the process surrounding Costco's inland wetlands application in 2016, the Branford RTM is asked to place this item on its agenda for review by the appropriate committee.

As you may know, the Costco application process was corrupted by town wetlands officials deliberately doctoring an independent peer review in order to have the project denied.

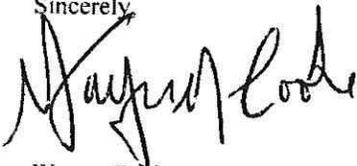
In actions referred to in a letter from the Costco attorney as "highly prejudicial", "unfair", and "startling", once this corruption of the process was revealed, Costco withdrew its application and did not return, later telling property owners the town is "corrupt" and "untrustworthy".

The first selectman and town attorney have responded to Freedom of Information requests for their "investigation" by saying that a "draft memorandum" from a town labor attorney exists, but is protected from release by being in draft form and under attorney/client privilege. However, what was promised by the first selectman and what the situation continues to demand is a **full and independent** investigation of the facts, not a draft memorandum by an attorney in the town's employ.

It is also important to note, that while the first selectman and town attorney maintain this is a "personnel matter" and not subject to public disclosure, in actuality this issue resides squarely in the realm of a **regulatory process**, the procedural fairness and integrity of which is the Town's responsibility.

In light of these facts, which a growing number of citizens believe represent a **cover-up** of Town Hall fraud and corruption, it is asked that the Branford RTM—in keeping with its fiduciary duty to the citizens of Branford-- place this item on your agenda for the fair and thorough consideration it warrants.

Sincerely,



Wayne Cooke

Cc; Branford Board of Selectmen
Branford Board of Ethics
Branford Inland Wetlands

Branford Board of Finance
Branford Economic Development

Branford Board of Education
Branford Planning and Zoning

Bill Horne
246 Pleasant Point Road
Branford, CT 06405

June 2, 2019

Dennis Flanagan, Moderator
Representative Town Meeting
Branford Town Hall
P.O. Box 150
Branford, CT 06405

RECEIVED
2019 JUN 10 P 2:16
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

RE:

Dear Moderator Flanagan and RTM members,

I am writing to strongly support the ordinance to restrict the use of plastic bags (item 7 on the agenda for the June 10 RTM meeting). In addition to addressing the problems of litter and the many environmental impacts of the plastic when the bags are carelessly discarded and progressively degrade over the course of many years, the ordinance, if enacted, will significantly reduce Branford's contribution to the current increase in fossil carbon greenhouse gas emissions. The carbon dioxide and methane emissions related to the global production and disposal of plastic is predicted to increase more than 50% from current levels by 2030. A recent report from the Center for International Environmental Law states that ending the production and use of single-use disposable plastic is the most effective action for reducing the climate effects of plastic.

Branford recently created a special coastal resilience account to fund adaptation to rising sea level. However, while taking adaptive measures where possible is necessary, it does not address the greenhouse gas-induced global warming that is the underlying cause of the increased coastal flooding, increased precipitation and other effects of global warming that we are already experiencing. Eliminating single-use plastic bags in Branford will be a significant step toward reducing our town's contribution to the cause of these on-going changes.

Thanks to you and the other RTM members for your consideration,



Bill Horne
246 Pleasant Point Road

cc: Lisa Arpin, Town Clerk

June 2, 2019

Dennis Flanigan, RTM Moderator
14 Brightwood Lane
Branford CT 06405

cc: Lisa Alperin, Branford Town Clerk
Branford Town Hall
1019 Main St.
Branford, CT 06405

RECEIVED

2019 JUN -7 P 1:50

TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

Dear Mr. Moderator,

I urge you and your colleagues serving on the Branford RTM to **support the Ordinance to ban single-use plastic bags** in the Town of Branford—an ordinance that comes to vote at your June 12 Meeting.

We've all seen the horrific photos of the dead whale found in the Philippines with 88 pounds of plastic in its belly—the 15-foot long whale's gut mangled and strangled by all that plastic. A dead sperm whale washed up in Indonesia, with more than 1,000 assorted pieces of plastic in it, including 115 cups, 25 single-use bags, four bottles and two flip-flops. Our refuse ends up in their stomachs, and killing them.

According to one recent study from Australia (<https://www.nytimes.com/2019/05/16/climate/plastic-pollution-beaches.html?searchResultPosition=1>), scientists estimate that “there are more pieces of plastic in the ocean than there are stars in the Milky Way—and the plastic kills marine life.” When that marine life—whether fish, birds, mammals—eat the plastic, they get a dose of chemicals such as PCBs and heavy metals that the plastic absorbs from the environment. Plastic in the oceans, the study further states, also harms *prochlorococcus*, the marine bacteria responsible for producing 10 percent of the world's oxygen.

We see similar deleterious environmental effects in our local habitats. Plastic waste washes up on our Short Beach shores after tangling with limbs of swimmers and oars of paddlers. We see plastic bags floating in the marshes along the Trolley trails; we can spot plastic shreds dangling from the osprey nest platforms. Warning to all fisherman in Granite Bay and Branford Harbor: consider the chemical content in that fish you are about to grill.

No getting around it- **we ALL SUFFER** the consequences of our own use of plastic.

Members of the Branford RTM: you have a chance-and responsibility- to enact legislation banning single-use plastic from Branford stores, which will ultimately have a global impact. At the same time it will educate local residents about adopting new habits that diminish our waste footprint (or, bellyprint) that's harming our local and global ecosystems.

Let's set an example for the rest of the Shoreline, even the whole State- by demonstrating **Branford's forward-thinking leadership:** Leaders that can work together with residents and business-owners alike in crafting laws to protect our environment; and Leaders that will uphold the values that shape the quality of life for all Branford residents—now and for generations to come.

Sincerely,

Wanda Bubriski



6 Rockland Park, Branford CT 06405

6 June, 2019

Lisa Arpin, Branford Town Clerk
Branford Town Hall
1019 Main ST.
Branford, CT 06405

RECEIVED
2019 JUN 10 A 11: 20
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

Dear Ms. Arpin,

I support the enactment of the town ordinance to ban single use, plastic, retail, check-out bags.

It is estimated that the greatest percentage of all such bags used in retail sales is used only once and that 20 percent of them wind up in the ocean, more specifically for Branford and our shoreline towns, in the Long Island sound. These bags are a hazard to marine and avian wildlife that mistaken the bags as a food source or the larger sea mammals that swallow them as they scoop fish up during their feeding process. Also, they are most likely a potential biohazard to humans who consume the fish and shellfish that are being found to be laden with considerable amounts of micro-plastics that are in the seas due to the deterioration of the bags over a long time.

The expenses involved in removing, hauling and disposing of the trash that is created by these bags has become an added burden on Branford and all other municipalities, especially due to China's having recently rejected the acceptance of them from America. Additional consideration has to be given to the roadsides, private and public land that continually are defaced by errantly blown or purposely discarded bags. The impact on perpetual cleanup efforts, the unsightly viewing by tourists to Connecticut's seacoast and rural communities becomes a burden to our tourist trade and our local merchants.

The ban would work in favor of the environment, the life forms already affected by the bags, our communities, our tourist industry and our local merchants. This would result from the ban, public education and the switch to reusable bags. The merchants eventually would no longer have to provide bags and their storage and

counter space would be freed up for other uses. These benefits foretell a win-win for all.

Respectfully Submitted,

A handwritten signature in cursive script that reads "David Schneider".

David Schneider

78 Cedar Street, Apt G07

Branford, CT 06405

P.S. - A copy of this letter has been submitted to Dennis Flanigan, RTM Moderator

42 Turtle Bay Drive
Branford, CT 06405-4973
June 5, 2019

RECEIVED
2019 JUN 10 A 11:20
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

Branford Representative Town Meeting
Dennis Flanigan, Moderator
14 Brightwood Lane
Branford, CT 06405

Copy to: Lisa Arpin, Town Clerk
Branford Town Hall
1019 Main Street
Branford, CT 06405

Re: Proposed Plastic Bag Ordinance

Dear Moderator,

I am writing to you on behalf of BYO Branford, a group of Branford concerned citizens, who are now asking that the full RTM accept BYO Branford's amended ordinance that was passed out of the Rules and Ordinance Committee in April. The purpose is to protect and improve the environment of Branford including its coastline and marine life, and the health, safety, and welfare of its residents by reducing the use of plastic and paper bags and encouraging the use of reusable checkout bags when making retail purchases.

Because of the recently passed State of Connecticut legislation, there will still be the single-use plastic bags for two years, but ironically, a 10-cent surcharge mandated by the State will act as a deterrent to encourage shoppers not to take them! And, by continuing to talk about the negative impact of the plastic bags in the community, our group will be working to get more and more people to bring their own reusable bags!

Our BYO Branford group has collected over 830 signatures of Branford residents over 18 years old! We have talked to Branford merchants on Main St., West Main St., North Main St., Leetes Island Rd., and Brushy Hill Plaza. Twenty-four merchants and seven non-profits have publically supported our effort. A list of these supporters is included along with this letter.

In addition, we have given out 550 "BYO Branford" cloth grocery bags to residents who seem excited about using them when shopping. And, we will continue to order more to distribute. Plus, we are planning to have a promotional art contest in the fall for both children and adults where they create images to illustrate the dangers

that single-use plastic bags pose to people and all animals, especially birds, fish, and other aquatic animals.

Once again, I want to remind you that Branford has 20 miles of coastline, and is known for its Thimble Islands, Branford Harbor and River, boating, fishing, clams and oyster beds, and swimming, plus spectacular views along the shore. All of this is one of Branford's most valuable assets. We ask for support from the RTM to pass this ordinance to help protect it now!

Sincerely,

A handwritten signature in cursive script that reads "Meg Kilgore".

Margaret (Meg) Kilgore
BYO Branford

ALL PETS CLUB
ASHLEY'S
BEAUTY WORKS
BRANFORD GARDEN CLUB
BRANFORD JEWELERS
BRANFORD LAND TRUST
BRANFORD ROTARY CLUB
BRANFORD SEW & VACUUM CO.
BRANFORD WINE-LIQUOR-BEER
CARON'S CORNER
COMMUNITY DINING ROOM
CONNECTICUT FUND for the ENVIRONMENT/
SAVE the SOUND
THE CREATIVE OUTLET
FOUR SEASONS
G. ZEN
GREENWAVE!
HAPPY TRAILS
HOMEMAKER THRIFT
JOE'S PAINT CENTER
K & G GRAPHICS
LEAGUE OF WOMEN VOTERS OF
THE EAST SHORE
LIONS CITY
THE MARITIME AQUARIUM
AT NORWALK
MENUNKATUCK AUDUBON SOCIETY
POSSESSIONS
REVERIE KITCHEN
RICHLIN
SHORELINE HAIR STUDIO
TOWN PHARMACY
TRISHA BOHAN PHOTOGRAPHY
TWO OWL SUSTAINABILITY PARTNERS

SUPPORT

BYO BRANFORD

Lisa Arpin, Branford Town Clerk
Branford Town Hall, 1019 Main Street
Branford CT 06405

RECEIVED
2019 JUN 11 A 11:38
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

RE: Plastic Bags

The earth is our only environment and it is losing its ability to house people rapidly. Many believe we have gone beyond the tipping point, most believe we can save the earth's hospitality to human life and some believe the earth is not changing and no matter what we do the earth will care for us. All who have seen the plastic in the ocean; its turtles, birds and whales believe it is not good. Stopping the use of plastic bags in Branford is minor to the depth of the problem but a very necessary statement. Please pass this bill and continue to pass more to help our precious world for the future.

We need to show we care and start to move in a corrective direction. Every change helps the environment and people's awareness. We have a long path in front of us so please make this statement for Branford. Show the world that Branford is a caring waterfront community. Let's us be proud to be citizens of a town which cares.

Thank You



Ellen Page 7 Long Point Rd, Branford CT

RECEIVED

June 8, 2019

2019 JUN 10 A 10:59

Mr. Dennis Flanigan, RTM Moderator
Town of Branford
14 Brightwood Lane
Branford, CT 06405

TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

Dear Mr. Flanigan:

I am writing to ask your support for an Ordinance restricting the use of plastic bags, item No. 7 on your June 12 agenda. Here are just a few reasons why we should ban plastic bags in Branford:

1. They are wasteful. They are made from petroleum, which is a finite resource, but are quickly thrown away. Or worse yet, thrown around the landscape to create unsightly litter which never decomposes.
2. Their manufacture creates greenhouse gases, which contribute to global warming, with its concomitant effects on sea level rise, etc. Recycling is not a solution as this process also requires fuel, both in the transport and the recycling process itself, generating even more greenhouse gases.
3. If they get into marine ecosystems, which they often do, they can choke and poison marine life.

I also hope that you will support a proposed amendment to require stores to charge a small amount for paper bags. Substituting paper for plastic will not answer our environmental problems.

Thank you very much in advance for your support.


Lauren Brown
35 Flying Point Road
Branford, CT 06405

Lisa Arpin

From: Kate Galambos <kategalambos@aol.com>
Sent: Monday, June 10, 2019 2:40 PM
To: mkelly@branford-ct.gov; Lisa Arpin
Subject: Letter to RTM for Meeting June 12, 2019

To the RTM,

As you know, plastic checkout bags create an inordinate amount of waste. It is estimated over 600 million plastic checkout bags are distributed in Connecticut annually. Only 5% are disposed of properly, and far too many end up in our waterways, recycling facilities and incinerators harming human health, endangering wildlife and littering neighborhoods. Substituting paper for plastic is not the answer to this waste problem because the paper production process harms the environment by causing increased greenhouse gas emissions and deforestation. The only viable option is for everyone to use reusable bags all the time.

Accordingly, I urge the RTM to modify the draft plastic bag ordinance proposed by the R&O Committee, and approve the ordinance with the original wording proposed by BYO Branford: "Entities engaged in retail sales shall charge and retain a minimum fee of \$0.10 for each Recyclable Paper Bag [and/or Reusable Checkout Bag] provided to a customer".

THE GOAL OF A PLASTIC BAG BAN IS TO CHANGE CUSTOMER HABITS. Right now, most customers and businesses treat plastic bags as if they are not harmful, even though scientific data proves that they are. *It is habitual to use plastic bags without thinking, all the time.* So, my objection to the R&O draft, which does not require a charge for bags, is as follows: Only when the business is required to charge for a bag will customers begin to bring their own reusable bags, because if they can get a bag for free, the habit does not change, and the needed transition to customer reusables is not supported.

Now is the time for Branford to do its part by approving a plastic bag ban that is appropriately rigorous to accomplish the goal.

There has been concern in the RTM about the effect of this requirement on local businesses. Respectfully I would ask that any potential impacts to local businesses be explained specifically and with evidence.

Please note, the following businesses in Branford support the BYO ordinance:

- ALL PETS CLUB
- POSSESSIONS
- ASHLEY'S
- REVERIE KITCHEN
- BEAUTY WORKS
- RICHLIN
- BRANFORD GARDEN CLUB
- SHORELINE HAIR STUDIO

RECEIVED
 2019 JUN 10 P 2:43
 TOWN CLERK'S OFFICE
 BRANFORD, CONNECTICUT

BRANFORD JEWELERS
TOWNE PHARMACY
BRANFORD LAND TRUST
TRISHA BOHAN PHOTOGRAPHY
BRANFORD SEW & VACUUM CO.
TWO OWL SUSTAINABILITY
BRANFORD WINE-LIQUOR-BEER PARTNERS
COMMUNITY DINING ROOM
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HOMEMAKER THRIFT
JOE'S PAINT CENTER
K & G GRAPHICS
LEAGUE OF WOMEN VOTERS OF THE EAST SHORE
LIONS CITY
MENUNKATUCK AUDUBON SOCIETY

Thank you.

Kate Galambos
307 Field Point Road

Dear Representative Jessica Everlith,

I am writing to you as a member of your district in support of the plastic bag ban. I am a junior at Branford High School. I, along with many of my peers, am concerned about how plastic bags are putting our futures in jeopardy. Plastic bags threaten aquatic ecosystems and present a great harm to organisms that mistake them for food and consume them. They also pose a threat to our oceans due to the greenhouse gas released during manufacturing that contribute to climate change and sea level rise. As a shoreline town, waging war on ocean plastic should be a top priority. Plastic bags also contain toxics that cause harm to humans such as carcinogens.

I am hopeful that you will vote in favor of this ban and help protect our future.

Sincerely,

Celia Shanley

RECEIVED

2019 JUN -7 P 3:55
6/7/19TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

re: Plastic Bag Ordinance

Dear Mr. Flanigan:

The plastic bag ordinance has to be approved for many reasons but I will primarily address the health issues via quoting directly from the emerging scientific literature:

Microplastics in Seafood and the Implications for Human Health. Smith M, Love D, Rochman C & Roni A. Neff R. Current Environmental Health Reports (2018) 5:375–386:

Approximately eight million metric tons of plastics enter the oceans annually and conservative estimates suggest 5.25 trillion plastic particles currently circulate in ocean surface waters (as of 2015). When plastics are exposed to natural forces like sunlight and wave action, plastics will degrade into microplastics—defined as plastic particles under 5 mm in size. This definition commonly includes plastic pieces in the nanoscale, < 1 µm in size. In vivo studies have demonstrated that nanoplastics can translocate to all organs. A 2016 UN report documented over 800 animal species contaminated with plastic via ingestion or entanglement. Seafood consumption represents one pathway for human microplastic exposure. Nutritional authorities currently advise Americans to double their seafood consumption; however, awareness or concerns about microplastics in seafood could lead consumers to reduce their consumption. As of 2015, global seafood intake represented 6.7% of all protein consumed and approximately 17% of animal protein consumption.

Plastic Debris Is a Human Health Issue. Vethaak A, Leslie, H. Environ. Sci. Technol. (2016) 50: 6825–6826:

Humans are being exposed to both plastic particles and chemical additives being released from the plastic debris of consumer society. Humans can be exposed to plastic particles via consumption of seafood and terrestrial food products, drinking water and via the air. Uptake of plastics by humans (and animals) can cause adverse health effects by at least three possible means: 1. PARTICLE TOXICITY: The physical effects of particles observed to date in human cells and tissues and in animal models give insight into the possible risks of particle exposure in humans. The studies show that plastic particles can cause lung and gut injury, and very fine particles can cross cell membranes, the blood-brain barrier and the human placenta. 2. CHEMICAL TOXICITY: Plastic debris can be regarded as complex cocktails of contaminants, including both micromolecular substances (i.e., chemical additives, residual monomers and ambient chemical substances that sorb to plastic) and macromolecular substances (i.e., polymeric materials). A number of these substances, such as bisphenol A, phthalates and some of the brominated flame retardants, are known to be endocrine disruptors that adversely affect human health upon exposure via ingestion and inhalation. In addition, air- and waterborne hydrophobic contaminants (with large plastic-air and plastic-water partition coefficients) sorb to plastic litter, an excellent hydrophobic sorbent phase. Exposure to plastic debris means exposure to these chemical substances. 3. PATHOGEN AND PARASITE VECTORS: Both large and small plastic debris can act as a substratum for pathogenic micro-organisms and parasites to enter the body.

The negative externalities caused by the profusion of plastic litter is an example of market failure, that comes with exorbitant social costs and damages to human welfare and health.

My Conclusions:

1. The research into the impacts on human health is in its infancy but undoubtedly will show harmful effects based on what we are seeing in other animals.
2. For those who object to this ordinance via the rationale to “protect business”, ie, the plastic or grocery business, then please think more broadly and specifically about our local shellfish and fishing industry as well as the tourism that Branford receives from people travelling here to eat in our seafood restaurants. Oysters, a species of high economic and ecological significance, upon ingesting microplastics exhibit reduced feeding and decreased fertility. Once the accumulating data on the human health impacts of eating plastic hit the front pages of the newspapers, humans will avoid or decrease their seafood intake and our seafood/restaurant industry will suffer. State-level EPA's have begun assessing the public health implications and there is already a call to monitor human seafood consumption, particularly bivalves.

Most Sincerely,

Shirley McCarthy, MD, PhD

Professor, Yale School of Medicine

16 Rockland Park, Branford, CT

Other articles, should you want more evidence:

Galloway S, Lewis C. **Marine Microplastics Spell Big Problems for Future Generations**. Proceedings of the National Academy of Sciences (2016) 113:2331-2333.

Gabriel L, Vethaak A, Beatrix R et al. **An Emerging Issue for Food Security, Food Safety and Human Health**. Marine Pollution (2018) 133: 336-348.

Van Cauwenberge I, Janssen,C. **Microplastics in Bivalves Cultured for Human Consumption**. Environmental Pollution (2014) 193:65-70.

Members of the Branford Representative Town Meeting:

BRANFORD TOWN CLERK

The item before the RTM this evening is a straightforward one: whether to approve the initiation of condemnation proceedings with respect to Crescent Bluff Avenue. The RTM's approval is required by Chapter 73-3 of the Town Code. The Connecticut General Statutes Section 8-24 referral has been made by the Selectman's Office and will be acted on tomorrow evening. If the RTM approves this item tonight and the 8-24 referral is positive, we will proceed to the Board of Finance for its approval.

Item 4

Once these local approvals are in place the Town will have six months to initiate the condemnation proceeding under C.G.S 48-1, et seq. There are two parts to the condemnation proceeding. The court must find that the Town has a "public purpose" for the taking and then, upon such finding, the court proceeds to determine the fair market value to be paid to the land owner as compensation for the property interest acquired by eminent domain.

In this matter, there are three parcels of real property to be acquired: the land beneath the paved portion of the road, the grassy strips on either side of the road and the lawn at the end of road that ends at Long Island Sound. I will refer here to the road and grassy strips together as the "Avenue" and the lawn as the "Lawn."

Before I explain the case for the proposed taking, let me begin by making clear that the Town has for years engaged in a sincere effort to secure the unimpeded and rightful ownership the Avenue and Lawn that it needs to meet its health, safety and welfare obligations to all the residents who live along the Avenue without being used as a strategic pawn in a lawsuit among neighbors that stretches back decades. Since 2013, when the Superior Court issued its decision and we were retained to advise the Town on a strategy to address the matter, we have engaged with counsel and parties on all sides of the case to see if an amicable solution could be reached. We always held out the prospect of eminent domain, since it makes more sense than an appeal, but we also wanted to know if a private agreement could be reached. As you know, many of the discussions, particularly with the party in whose favor the Court's decision was made, are confidential and I don't feel at liberty, since they are ongoing, to divulge details. But suffice to say these discussions, particularly in recent months, have made clear that the Town will not be able to restore the situation that existed prior to the Court's decision by private agreement. The Court-declared owner intends to benefit itself in this process and from the decision, as is its right, at the expense of the Town, in a way that the Town does not deem in its interest.

Now let me briefly explain why the Town has a rightful property interest in the Avenue and Lawn, why the proposed taking is reasonable, and why the taking is in the best interests of all Branford taxpayers and residents. I will be happy to answer questions from members after my presentation.

Distributed to the RTM by
Ted O'Hanlan of Robinson & Cole LLP

1. The Town's Rightful Property Interest in the Avenue and Lawn.

For many years, almost a century, Crescent Bluff Avenue has been maintained and improved by the Town, and was always included in the Town's application for state Town Road Aid. The road, grassy strips and lawn together comprise a public system that provide the space necessary for snow removal and maintaining and repairing all storm drainage, sanitary sewer and utility lines that have been installed and maintained under and along the Avenue and Lawn. That public system also assures access by fire, police and emergency services to the residents, guests and visitors long the Avenue. It is essential that the Town have unimpeded access to the entire public system in order to assure the health, safety and welfare of the public in this area. Moreover, road and lawn have for as many years provided residents on the Avenue access to a public resource, Long Island Sound. These two factors comprise the rightful interest of the Town in the entire property system proposed for a taking here and the public purpose for taking the road, the grassy strips and the lawn.

The Town's longstanding and unchanging use and maintenance of the Avenue was altered by a 2013 Superior Court decision in the Wheeler litigation, holding that the Avenue was private property and did not meet the legal definition of a public road. The Wheeler lawsuit was first filed in 2009. Our firm was retained by this Administration to appeal the 2013 decision based in part on this history of the Town's maintenance of the Avenue and its belief that the court erred in that case based in part on what the court called the "confusion and uncertainty" created by the Town's counsel failing to respond to "properly served requests for admission."¹ The Town's appeal is at this time still pending.

Unlike other private roadways in the Town that are the collective property of common interest communities, the Avenue has been judicially designated as a private property belonging solely to an individual who acquired title through perceived defects in earlier conveyances. This makes the Avenue different than many other private roads maintained by the Town. Unlike those roads, one owner claims title to the Avenue by virtue of its "purchase" of the possible claims of the original heirs to the land beneath the Avenue and alongside it subsequent to the purchase of the waterfront property at the end of the Avenue.

As a result, the certainty of maintenance and repair of storm drainage, sanitary sewer systems, and utility lines to residential properties along the Avenue could be compromised at any time on the whim of one single individual, with no means of gaining access for maintenance and repair, and no ability to assure residents that the health, safety and welfare interests can be fully protected. Under the current status quo the Town has no unimpeded access to what is its rightful property in order to discharge its obligations to protect the health, safety and welfare of its citizens.

It is important to note that notwithstanding all this, the Town has continued to maintain and repair these systems since the Superior Court decision in 2013 principally to preserve the status quo ante, while it considered its legal options, and because the Avenue's private owner and residents did not object. This is an unpredictable and unsustainable framework for the Town

¹ *Wheeler v. Beachcroft, LLC*, No. X04HHDCV095034089S, 2013 WL 6334441, at *7 (Conn. Super. Ct. Nov. 4, 2013).

to operate in, however, with the potential for significant damage on the health and safety of Avenue residents and their property and property. In fact, because these lines are not closed – but are rather part of the Town’s greater storm drainage, sanitary sewer systems, and utility lines – this situation poses a risk to Town residents beyond the Crescent Bluff neighborhood. The Town’s “taking” back, through the reasonable exercise of its rightful power of eminent domain, of the Avenue and lawn is reasonably necessary to regain and preserve the public use and confidence that the Town has maintained and exercised over the area for decades.

Nor is the concern hypothetical. In the pending litigation, in the very recent past, the Town has encountered obstacles created by the private owner to obtaining that necessary access. For example, the individual owner filed a motion for contempt against the Town, in objecting to utility trucks being on the road to do necessary maintenance, ostensibly because no one “asked her permission.”

As you can all see, this is ultimately a matter of public health and safety, for which the Town has every right to use its condemnation powers. The Town requires unimpeded access to the Avenue and the storm drain line below the Lawn to protect the integrity of the Town’s drainage, sanitary sewer, and utilities systems, and to ensure that it can protect and respond to its residents’ (and their property) concerns. Under the circumstances and given the unusual ownership situation in this case, nothing less than a fee interest in the road, strips and lawn will suffice to assure the Town can discharge its responsibilities to the public.

2. Condemning the Avenue and Lawn is Reasonably Necessary in the Town’s View

The Town’s determination as to the public use and need of the taking is entitled to deference under the landmark decision that many people mistakenly believe ended eminent domain. *Kelo v. New London*, 268 Conn. 1, 111–12, (2004), *aff’d* 545 U.S. 469 (2005). *Kelo* establishes a more liberal standard than that applied in many other jurisdictions. The proposed taking of the Avenue supports the “public purpose,” as noted in Point 1 above, that is required under that case.

Once the Court concludes that a statutorily-authorized taking, like this one, supports a public purpose, judicial review of the taking “becomes much more limited in scope.” *Id.* The Town’s decision “is open to judicial review only to discover if it was unreasonable or in bad faith or was an abuse of the power conferred.” *Id.*

The proposed taking back of the Avenue is reasonable. Taking back the Avenue protects the unimpeded ability to provide and maintain services and systems that the Town put in place at taxpayer expense and has maintained for decades. The continuing dispute and litigation associated with this issue has caused interior lot owners substantial expense and compromised their ability to sell their homes. This taking will benefit not only the more than 30 residences of the Avenue, which make up a part of the residential tax base from which the Town derives tax revenue, but the public at large. These systems are connected and integral to the Town’s greater drainage, sewage, and utility systems. Their degradation would have impacts well beyond the Avenue neighborhood. Of note, the court-declared Owner of the Avenue has not offered to purchase or take over management of the systems operated and maintained at taxpayer expense.

The Town has the right and power to protect and preserve these services and systems. In sum, condemnation preserves and ensures the interests of Avenue residents and Town residents alike.

The Town also recognizes that, in addition to assuring preservation of Town systems, the proposed condemnation will provide public access to the ocean (Long Island Sound), a public use that was historically provided to residents of the Town, and a use which has repeatedly been recognized throughout jurisdictions as reasonable and appropriate.

The proposed condemnation is not pursued in bad faith because the property was long used, and maintained as a public roadway and public access to Long Island Sound. And it is not an abuse of power conferred because it provides finality and certainty with respect to its access, use and control of the utilities and drainage systems under the Avenue and Lawn. While the Owner may argue that alternatives, such as easements, are more appropriate than condemnation, that does not mean that the condemnation is unlawful. The very sovereign authority that allows the Town to take property means that it may choose its remedy for a perceived concern.

Again, the extensive litigation surrounding the Avenue, while not the justification of a public purpose offered by the Town, is a factor the Town has the right to consider. The Town has determined that the most practicable and efficient way to realize this purpose is to “take” back the property. This determination to exercise eminent domain was reached after extensive consultation with counsel, the parties and the courts alike, as the litigation has progressed over the private claims, and makes eminent sense now.

3. A Taking Protects the Town from the Cost and Uncertainty of Litigation

Property owners have been entangled in litigation over their property rights along the Avenue for over a century.² The Town has been, and may remain, a necessary party to these and future litigations by operation of certain statutes. Town officials and employees (and therefore, the Town’s residents) continue to be burdened unnecessarily by this litigation – both from the perspective of legal expenses incurred and from the perspective of the business/operation of Town government being interrupted. Several departments and officials have been and remain subject to ongoing expansive and expensive discovery, and service of subpoenae.

More importantly, in this latest action, the individual who obtained title to the property has involved the Town in what was a private dispute. Ongoing litigation surrounding the Avenue makes it all the more necessary that the Town should condemn the Lawn and the Avenue to ensure finality and certainty with respect to its access to, use and control of these systems and services. Indeed, eminent domain is the most efficient and cost-effective way to realize this public purpose. Pursuing litigation to remedy an unfavorable trial decision by an appeal is the precise opposite: It locks the Town into a trial court’s interpretation of facts that the Town has no ability to change. The appeal would be subject to a legal standard of review that is not favorable to the Town’s position. The effort could take years, and add expense and uncertainty that the Town, as a sovereign, could easily avoid.

² See, e.g., New Haven Register, *Branford Neighbors Can’t Stop Bickering*, <https://www.nhregister.com/news/article/Branford-neighbors-can-t-stop-bickering-11623665.php> (Mar. 23, 2009).

This case has also served as a teaching experience for the Town and prompted an internal review of similar situations. The Town's ability to access and maintain the systems and services intended to benefit all property owners who connect to them cannot and should not be subject to, or a pawn of, private disputes between individual residents. The Town Engineer is in the process of assembling a larger group of roads that may require consideration with respect to the Town's ownership, and the Town will be reviewing and assessing that list in due time. However, as noted above, the critical feature of Crescent Bluff Avenue that distinguishes it from other roads in the Town is the unique fact that the Avenue—long believed to be and accepted as public property—is now owned by a single individual who recently acquired title in an exceptionally unusually way.

In addition, the litigation in which the Town lost title has already spawned new litigation, in the form of a petition, under a seldom-used state statute, asking the Court to order the Board of Selectmen, as distinct from the Town, to "lay out" the Avenue, as configured at present. This new case would essentially re-try the earlier one, but to a different result, in the eyes of the petitioner citizens. Again, condemnation will put to rest the Town's exposure to spending legal fees to re-fight this battle in another legal arena, and allow it to administer its roads and systems in a manner that protects individual property rights, the integrity and efficacy of those systems, and the larger tax base from which it derives its revenues.

For all these reasons, we recommend your approval of the motion to approve the item before you this evening.

RECEIVED

JUN 12 REC'D

BRANFORD TOWN CLERK

**BEACHCROFT LLC'S PRESENTATION
IN OPPOSITION TO PROPOSED TAKING**

- BRANFORD MAINTAINS MORE THAN ONE HUNDRED PRIVATE ROADS THROUGHOUT TOWN.
- DOZENS OF THESE PRIVATE ROADS TERMINATE AT LONG ISLAND SOUND.



Distributed to the RTM
by Atty David Hardy of
Carmody Torrance Sandak Hennessey LLP

PURPORTED ACCESS AND
PUBLIC SAFETY ISSUES

- Access has never been denied to police, fire or first responders.
- Beachcroft has never placed physical barriers on Crescent Bluff Avenue, nor can it.
- The Connecticut Supreme Court has held that Crescent Bluff Avenue residents have the right to pass and repass over the paved portion of the property to access Pine Orchard Road, and that these residents also have the right to pass and repass over the lawn to access the water between the hours of 6 a.m. and 9 p.m.
- *McBurney v. Cirillo*, 276 Conn. 782 (2006); *McBurney v. Paquin*, 302 Conn. 359 (2011).

A TAKING TO “PRESERVE AREA HOME VALUES” IS IMPROPER

- The premise is false.
- By way of recent example, 22 Crescent Bluff Avenue sold for more than 90% of its list price on May 30, 2018 after less than 90 days on the market.
- The Town may not use eminent domain to attempt to pick winners (certain Crescent Bluff Avenue and Pine Orchard residents) and losers (Beachcroft) in the private real estate market.
- Why is the Town using public power to attempt to redistribute private property values among residents?

**THE LAST MINUTE INCLUSION OF THE LAWN
IN THE PROPOSED TAKING IS BAD FAITH**

- Until last week, the Town had NEVER taken the position that it would acquire the lawn.
- Attorneys for the Town repeatedly assured the owner of Crescent Bluff Avenue that the acquisition interest of the Town was limited to the paved portion of the Avenue and the grassy strips that parallel it.
- What about the drain pipe beneath the lawn?

THE TOWN IS ON RECORD IN PUBLIC COURT FILINGS THAT IT ALREADY HAS AN EASEMENT SUFFICIENT TO MAINTAIN THE DRAIN PIPE

DOCKET NO.: X07-HHD-CV-09-5034089-S : SUPERIOR COURT
CELIA W. WHEELER, ET AL. : COMPLEX LITIGATION DOCKET
V. : AT HARTFORD
BEACHCROFT, LLC, ET AL. : NOVEMBER 5, 2018

**TOWN OF BRANFORD'S AMENDED STATEMENT OF INTEREST IN
LAWN PARCEL BETWEEN CRESCENT BLUFF AVENUE AND LONG ISLAND SOUND**

Defendant, Town of Branford ("Town"), pursuant to Section 47-31 of the Connecticut General Statutes, hereby states that it has an interest in the lawn portion of Crescent Bluff Avenue (the "Lawn"), as follows: the Town possesses an easement across and beneath said property for the purposes of maintaining, servicing and repairing all drainage, storm, sewage and utility lines (collectively, the "Lines") on and beneath said Lawn for the public good. Upon information and belief, the Town derives this interest from its longstanding and uncontested practice of installing, maintaining and repairing the Lines for the benefit of members of the community, including but not limited to the parties to this action and their predecessors in title and interest.

**DEFENDANT,
TOWN OF BRANFORD**

By: /s/ Edward V. O'Hanlan
Edward V. O'Hanlan
Gregory J. Bernicki
Robinson & Cole LLP
1055 Washington Boulevard
Stamford, CT 06901-2249
Tel. No.: (203) 462-7500
Fax No.: (203) 462-7599
E-mail: tohanlan@rhc.com
Juris No.: 101121

**BEACHCROFT HAS REPEATEDLY OFFERED
TO GIVE THE TOWN AN EXPRESS EASEMENT
FOR PURPOSES OF MAINTAINING THE DRAIN PIPE**

- Although there is no record of the Town ever performing maintenance work on the drain pipe, Beachcroft repeats the position it has consistently and repeatedly communicated to the Town; it stands ready provide the Town and easement for this purpose.
- The Town has numerous drainpipe easements in private properties throughout town and has never taken a full interest in property for maintaining such pipes.
- Taking a full interest in the lawn where an easement would suffice would be excessive and abusive use of eminent domain power even in the absence of a bad faith political motive.

**THE LAWN IS NOT NECESSARY
FOR ACCESS TO LONG ISLAND SOUND**



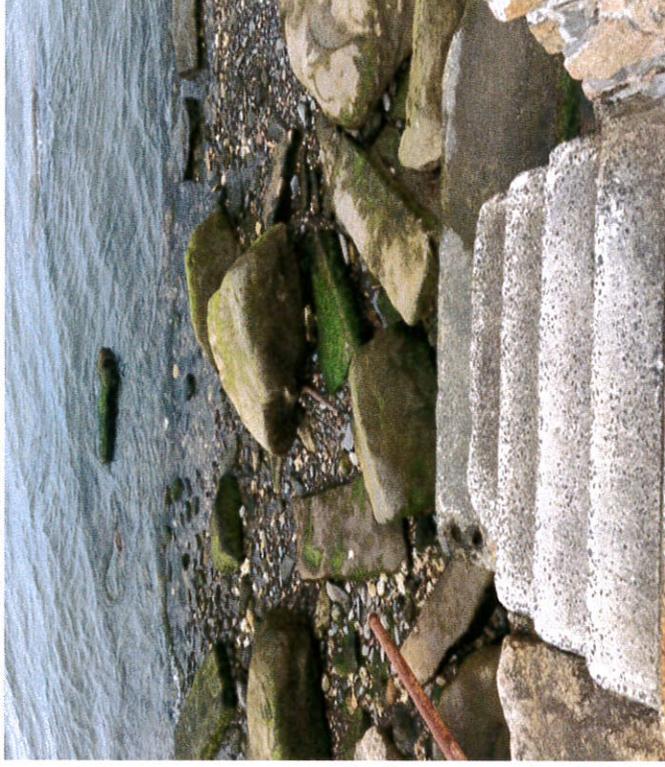
- **PUBLIC ACCESS TO LONG ISLAND SOUND IS ALREADY AFFORDED ON SPRING ROCK AVENUE ONE BLOCK AWAY.**

THERE IS NO PLAN FOR PUBLIC ACCESS



- THERE IS NO PARKING

THERE IS NO PLAN FOR PUBLIC ACCESS



- THERE IS NO BEACH

THERE IS NO ACCESS TO THE WALKWAY
(Pine Orchard has Already Failed in the Pending Litigation
to Prove Easement Rights in What is Left of the Walkway)



THE LAWN PORTION IS VALUABLE PRIVATE RESIDENTIAL
PROPERTY THAT IS USED BY, AND SERVES AS A BUFFER
FOR, THE HOME OF BEACHCROFT'S OWNER



THE LAWN PORTION DIRECTLY ABUTS
THE RESIDENTIAL HOMES
TO ITS EAST (Saggese) AND WEST (McBurney)



**TOWN LEADERSHIP HAS FAST-TRACKED THIS
AUTHORIZATION TO AVOID PUBLIC ENGAGEMENT IN
ADVANCE OF ELECTION SEASON**

- **May 24, 2019** – Pursuant to FOIA request, Town discloses Pine Orchard Association’s written request to take Crescent Bluff Avenue.
- **June 4, 2019** - Board of Selectmen files agenda for June 5 to include eminent domain authorization.
- **June 5, 2019** – Board of Selectmen vote to authorize condemnation.
- **June 6 and 13, 2019** – Planning and Zoning review of proposed taking.
- **June 12, 2019** - RTM Meeting to authorize taking.

**THE TOWN IS EMBARKING UPON A
COMPLETELY IMPROPER USE OF PUBLIC POWER**

- This is an unprecedented use of eminent domain power.
- The notion that this lawn and road, amongst all others just like it, should be singled out for establishing public access to Long Island Sound is absurd and pretextual.
- It is an abuse of PUBLIC power to attempt to influence outcome in PRIVATE property rights litigation for the benefit of the Pine Orchard Association.
- Why else may the Town be intent on heading down this path?

**CONSIDER THE PERSONAL INTEREST OF
TOWN ATTORNEY WILLIAM ANISKOVICH IN THIS TAKING**

- Jennifer Aniskovich has testified as a key witness in litigation involving Crescent Bluff Avenue.
- She testified that she and her husband (Attorney Aniskovich) used to walk the loop between from Spring Rock Road along the seawall to Crescent Bluff Avenue.

10 Q And prior to the commencement of this litigation or
11 storm events, can you tell the Court, was there any
12 particular path that you would take going to Crescent Bluff
13 or from Crescent Bluff?
14 A There were several. There wasn't one in particular.
15 If we were walking -- my husband and I, you know, depending
16 on the season might walk two or three times a week. And we
17 would leave Grove Avenue, turn east, walk down Elizabeth
18 Street, which is also called Pine Orchard Road, and walk down
19 Halstead Lane or walk down Crescent Bluff either to the end
20 of the street or down to the water to look at the water.
21 We might come back up and then go back on to
22 Elizabeth Street and then do a loop through Pine Orchard. We
23 might turn right onto the seawall and walk back to Sheldon
24 Avenue accessway and then walk up Sylvan Avenue and then back
25 down Orone or Pasadena to Grove Avenue. Or we might do it in
26 reverse. We might start at Sylvan Avenue, walk the seawall,
27 come to Crescent Bluff, and then turn left and then walk up

1 the lawn and the stairs and down Crescent Bluff Avenue.
2 There's lots of ways to do it.
3 Q Okay. And have you seen -- and you've -- so you've
4 been living at -- for 22 years you've been living in Pine

- In the absence of a court declaring private property rights in the lawn in favor of the Pine Orchard Association, or A PUBLIC TAKING, the Aniskoviches are prohibited from taking this walk.

WHAT IS THE MOTIVATION?

- The owner of the waterfront property to the west of the lawn area (McBurney), also involved in the property rights litigation, pressed criminal trespass charges against Jennifer Aniskovich.

From: Geoff Morgan [mailto:gmorgan@branfordpolice.com]

Sent: Wednesday, July 24, 2013 12:32 PM

To: Gerald Garlick

Cc: Kris Hormuth; David Atkinson; Kevin Halloran; david.strollo@ct.gov

Subject: RE: Crescent Bluff Avenue

Attny Garlick-

We have been dealing with the New Haven State's Attorney (Part B) for all of the cases that surround these incident.

Although Asst. S.A. Michael Dennison has been our point of contact, I have spoken to his supervisor, S.A. David Strollo about Jennifer Aniskovish and her claim.

My opinion and the S.A. Strollo agrees that although Aniskovish believes she may be part and parcel to some claim, those results have not been finalized in any civil proceedings. Furthermore, the State Supreme Court ruling deal specifically with the residents of Crescent Bluff and no other parties. Based on these issues, our agency is taking the following action:

1. Officer Atkinson, the Investigating officer is going to contact Jennifer Aniskovish and make clear to her our and the S.A. position in this matter and that if she continues to trespass should will be susceptible to a criminal offence. (We will issue an infraction for simple trespass for each offence)
2. If her actions continue past that point, we will again speak with the S.A. for further guidance as to increasing the offence charge from an infraction to a misdemeanor.

Additionally, I will forward your previous email to the S.A. as well.

If I can provide any further assistance, please contact me.

Regards,
Capt. GM

*Captain Geoffrey Morgan
Administrative Division / P.I.O.
FBI National Academy 236
Branford Police Department
33 Laurel St.
Branford, CT 06405*

**FOR PINE ORCHARD ASSOCIATION TO REQUEST THAT
THE PRIVATE LAWN OF ONE OF ITS HOME OWNERS
BE TAKEN FOR PUBLIC USE IS REPREHENSIBLE AND
A COMPLETE BREACH OF DUTY TO ITS MEMBERSHIP**

- Pine Orchard Association did not provide notice to Beachcroft or any other of its members of the proposed request.
- Pine Orchard Association has already been threatened with legal action by members because of this request.
- Are the Pine Orchard residents who are supporting this proposal willing to give up their own lawns for public use?

THERE IS **NO PUBLIC NEED** FOR THIS TAKING,
AND THE USE OF EMINENT DOMAIN TO INFLUENCE
PRIVATE LITIGATION IS BEING UNDERTAKEN BAD FAITH

- By taking this step, the Town will not resolve litigation. It will just create new and additional litigation:
 - Pine Orchard Association lawsuit.
 - Lawsuit to enjoin taking.
 - Lawsuit for bad faith taking (*Tabor/New England Estates*).

THIS IMPROPER INITIATIVE MUST BE REJECTED

- AT MINIMUM, this initiative should be tabled to allow for public comment and for decision makers to actually inspect the property that they propose to take, and to understand all of the facts surrounding the pending private litigation.
- Mr. Cosgrove testified on December 4, 2017 that in his 44 years of living in Branford, he has never been on Crescent Bluff Avenue.
- Any objective decision maker that took the time to inspect the property and who understands that the role of the Town is not to serve the interests of the select residents would immediately determine that THERE IS NO PUBLIC PURPOSE SERVED IN TAKING THIS PROPERTY.

180 Pine Orchard Road
Branford, CT 06405
www.poa-ct.org



PINE ORCHARD ASSOCIATION
Branford, Connecticut

April 26, 2019

Honorable Jamie Cosgrove,
First Selectman
Board of Selectmen
Town of Branford
Town Hall
1019 Main Street
Branford, CT 06405

RECEIVED
2019 JUN -5 A 11:18
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

RE: Crescent Bluff Avenue

Dear First Selectman Cosgrove and Selectmen Higgins and Ahern:

The Pine Orchard Association Executive Board, (POA), at its January 2019 meeting, voted unanimously to authorize me to write this letter as an indication of the POA's strong endorsement of any & all necessary action that the elected officials of the town of Branford can immediately take, including, but not limited to exercise of eminent domain powers, to re-establish Crescent Bluff Avenue as a public & town road. This eminent domain action must provide for the taking of the current paved portion of the Avenue, the land on the east and west edges of the paved Avenue from the edge of the pavement to the adjacent property lines, a sufficient part of the grassy area between the paved road and the water to allow public access to Long Island Sound and to the stairway presently owned and maintained by the POA.

Crescent Bluff Avenue is located in the borough of Pine Orchard. The avenue was originally laid out as common land in connection with the 1885 subdivision of a larger parcel. The large parcel was subdivided into 36 building lots with a common area (the subject property) described as "avenue" and "lawn". (See attached map.) The avenue and lawn areas have been the subject of decades-long litigation, including a number of pending cases involving the access to the beach and Long Island Sound, ownership of the front yards abutting the paved roadway on Crescent Bluff, and rights of the public to use the roadway on Crescent Bluff. This ongoing conflict has impeded sales and depressed the value of the Crescent Bluff Avenue homes, created discord within the community causing the unnecessary use of the Town's police resources to respond to trespass complaints, and forcing the Crescent Bluff homeowners to expend hundreds of thousands of dollars in attorney's fees and litigation costs.

Neither the Town nor the POA has been spared from this conflict. Both were joined as defendants in the quiet title action, Wheeler vs. Beachcroft, LLC in 2012.

It is undisputed that the Town has paved, improved, and in all respects treated and regulated Crescent Bluff Avenue as a public road for many years. The Town installed storm drainage, which discharges into Long Island Sound at the terminus of Crescent Bluff Avenue. Similarly, the POA has throughout the years regulated activities in the avenue, policed the area, and installed and maintained a stairway leading to the beach and Long Island Sound.

Until 2006, the Town's ownership of the roadway and POA's interest in the stairway was undisputed. In January 2006, Beachcroft, LLC, an entity owned by Barbara Saggese, the owner of 1 Crescent Bluff Avenue (the waterfront house on the east side of the Avenue), acquired a purported interest in the avenue and land between her house and Long Island Sound. This was accomplished by obtaining a deed from the heirs of Fisk. The parcel conveyed was never listed as an asset of Fisk's estate. Indeed, at no time during the 58 years after Fisk's death in 1948, did any of his heirs assert any claim to the property that is now listed as 1A Crescent Bluff Avenue. It is our understanding that the Town has never taxed 1A Crescent Bluff Avenue.

While there are three pending cases concerning Crescent Bluff matters, the POA believes that the Town's utilization of its eminent domain power in this manner would relieve much of the angst and uncertainty that Crescent Bluff residents have endured since 2006. The Town has expended significant taxpayer funds to pave, improve, and maintain the road. The public should have the benefit of those expenditures by being able to use the road without being exposed to the threat of trespass complaints. The POA urges the Town to include access to Long Island Sound--along with the existing stairs owned by the POA--into an eminent domain proceeding for the following reasons:

- i. The POA, a political subdivision of the Town of Branford, has, over the years, expended significant taxpayer funds to provide access to the water. The Town should assist in ensuring that the POA residents have the benefit of those expenditures by being able to access the water at Crescent Bluff;
- ii. Preserving access to Long Island Sound is in keeping with the Town's 2005 Open Space Plan, which places "a high priority on acquiring properties with coastal or river access";
- iii. It is consistent with Branford's 2008 Plan of Conservation and Development, which provides that "Branford should continue to evaluate opportunities to protect coastal resources by expanding open space and, when appropriate, creating recreational areas to provide additional public access";
- iv. It furthers the Connecticut Coastal Management Act's goal of providing water access to the public;
- v. It preserves the long-standing public use of the area; and
- vi. It will stabilize and enhance property values that have been disrupted by the pending litigation.

In closing, the POA strongly endorses Branford's use its power of eminent domain to declare all of Crescent Bluff Avenue a public road, including a sufficient part of the grassy area between the paved road and the water to allow public access to Long Island Sound and to the stairway presently owned and maintained by the POA.

The Pine Orchard Association, Inc.

A handwritten signature in black ink, appearing to read 'Robin Sandler', written over a horizontal line.

Robin Sandler, President

Copies to:

Honorable Joseph E. Higgins Jr., Selectman
Honorable Jack Ahern, Selectman
Honorable Dennis Flanigan, Moderator, Branford RTM
Tricia Anderson, Member RTM
Tom Brockett, Member RTM
Kevin Healy, Member RTM

OFFICE OF THE TREASURER
BRANFORD, CONNECTICUT



1019 MAIN STREET
POST OFFICE BOX 150

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

Date: May 17, 2019
To: Joseph Mooney
Board of Finance
From: James P. Finch
Finance Director 
Re: Resolution School Ground Road.

RECEIVED
2019 MAY 17 P 4: 25
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

I attach for your review and approval a resolution from bond counsel to reduce the existing debt authorization for the School Ground Road Bridge Project. The bridge was opened in December of 2014 at a cost of approximately \$4.2 million. I have attached a worksheet outlining the revenue and expenditure detail which reflects the recent closeout payment from the state. The remaining balance (\$40,220) will revert to the general fund and I will likely use it in the future to reduce a future borrowing.

School Ground Road

Revenue

	Revised	Source	%
Grants	3,249,868.25	State	77%
Bond Redesignation	148,874.72	Local	4%
Bond Proceeds	840,000.00	Local	20%
	4,238,742.97		100%

Expenses

Adminstrative	1,579.51
Engineering	770,339.68
Construction	3,426,603.47
Total	4,198,522.66
Difference (Cash Balance)	40,220.31
Budget/Authorization	4,975,000.00
Expenses	4,198,522.66
Budget Balance	776,477.34

RECEIVED
 2019 MAY 17 P 4: 25
 TOWN CLERK'S OFFICE
 BRANFORD, CONNECTICUT

RESOLUTION DECLARING SCHOOL GROUND ROAD BRIDGE PROJECT COMPLETE AND THE REMAINING BONDS AUTHORIZED TO BE ISSUED TO FINANCE SUCH PROJECTS WITHDRAWN.

Section 1. The Town of Branford at Representative Town Meeting has approved the following Projects to be undertaken and financed by the issuance of Bonds, for which an authorized but unissued bond authorization remains:

Project	Representative Town Meeting Resolution	Authorized	Bonds Issued 9/8/2010 & 8/14/2014	Grants Received	Authorized but unissued	Status
School Ground Road Bridge	4/14/2010; 12/11/2013	\$4,975,000	\$333,875 \$655,000	\$3,249,868	\$729,416	Project Complete

Section 2. It is hereby found and determined that the Project identified in Section 1 and is hereby complete, all expenses incurred for such project have been paid from sources duly appropriated and authorized for such purpose, no further work is to be undertaken thereon pursuant to the authorizing resolution and no further expenditure for such project is required, nor are any Bond's or notes required to be issued for such purposes.

Section 3. NOW, THEREFORE, it is hereby ordered that the project is declared and determined to be complete, and any remaining but unexpended appropriation, and any remaining unissued bonds, notes or other obligations of the Town authorized to be issued pursuant to the authorizing resolutions, are hereby expired and withdrawn.

RECEIVED
2019 MAY 17 P 4: 26
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

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

Date: June 10, 2019
To: RTM
From: James Finch 
Re: Neighborhood Assistance Applications

Attached please find Neighborhood Assistance applications for your approval. I have also summarized the program for any RTM members who may be unfamiliar with the program.

The **Connecticut Neighborhood Assistance Act (NAA)** Tax Credit Program is designed to provide funding for municipal and tax exempt organizations by providing a corporation business tax credit for businesses who make cash contributions to these entities.

Businesses can receive a credit of 60% of their approved contribution to certain programs (or 100% in the case of certain energy conservation programs) approved by the Department of Revenue Services. Any tax credit that is not taken in the income year in which the contribution was made may be carried back to the two immediately preceding income years (beginning with the earlier of such years).

The program has several statutory limits, including the following:

- A business is limited to receiving \$75,000 in tax credit annually.
- A non-profit organization is limited to receiving \$150,000 in contributions in the aggregate.
- The total charitable contributions of the contributing business must equal or exceed its prior year's amount (unless the contribution is to an approved open space acquisition fund).
- The minimum contribution on which credit can be granted is \$250.
- The program has a **five** million dollar cap, which, if exceeded, results in proration of approved donations.

In essence the program provides an opportunity for corporations to support local non profits. It is also important to underscore that **there is no cost to the Town of Branford** other than my time in putting the package together and submitting the applications to the State.

**Town of Branford
Neighborhood Assistance Act
Applications**

Organization	Program Title	Funding Request
Mutual Housing Association	Community Housing	150,000
Branford Education Foundation	Robotics	7,000
Stony Creek Fire and Drum Corps	Energy Conservation - Seaside Hall	12,000
Connecticut Hospice	Energy Conservation	45,000
Total		214,000

TOWN OF BRANFORD
OFFICE OF THE TOWN ENGINEER
1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405

JOHN M. HOEFFERLE, PE, CFM
TOWN ENGINEER

Tel. 203-315-0606
Fax: 203-315-2188

April 4th, 2019

Board of Selectmen
Town of Branford
PO Box 150
Branford, CT 06405

Re: 63 Meadow Wood Road Storm Sewer Easement

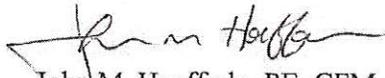
Dear Board of Selectmen:

Enclosed please find a proposed Storm Sewer Easement between the Town of Branford and the homeowner (owner) of 63 Meadow Wood Road for your consideration and approval. The owner had approached the Engineering Department in January 2018 with a proposal to relocate an existing Town storm sewer at their cost. The storm sewer was located across the property without benefit of a recorded easement to the Town, and was in conflict with a proposed addition to the existing residence. The owner has relocated the storm sewer to the side property line, and all storm sewer work has been inspected by our department and found to be acceptable.

The attached easement documents have been prepared by Marc Wallman of Brenner, Saltzman & Wallman LLP and reviewed by the Engineering Department for Board of Selectman and RTM approval.

Thank you for taking the time to review. Please feel free to contact me with any questions or comments.

Very truly yours,


John M. Hoeffler, PE, CFM
Town Engineer

Enclosure

cc: Dennis Flanagan, RTM Moderator
William Aniskovich, Town Attorney

**Approved by Board of Selectmen
unanimously on May 15, 2019**

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, MICHAEL CARRANO and LUCIA CARRANO, of 63 Meadow Wood Road, Branford, CT 06405 (hereinafter collectively referred to as "**Grantor**") for the consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, received to its full satisfaction of the **TOWN OF BRANFORD**, a municipal corporation having its territorial limits within the County of New Haven and State of Connecticut (hereinafter referred to as "**Grantee**") do hereby give, grant, bargain, sell and confirm unto the said Town of Branford, its successors and assigns forever, the right, privilege and authority to perpetually maintain a permanent easement and right of way for a storm sewer drainage system, including the right to lay, maintain, operate, construct, alter, repair and replace the existing storm sewer pipe and line in, through and under a strip of land owned by the Grantor at 63 Meadow Wood Road, Branford, Connecticut as hereinafter described.

Said permanent right of way and easement is more particularly bounded and described on **Schedule A** attached hereto and made part hereof.

The map referenced in **Schedule A** is to be part of this conveyance and is being filed simultaneously with this easement in the Office of the Town Clerk of Branford.

The Grantor does also perpetually grant to Grantee the right to enter upon the land within said permanent easement for the purpose of servicing, repairing or replacing said storm sewer line and pipe. The Grantee shall repair or replace the pipe in-kind, or to a maximum fifteen (15) inch diameter pipe, whenever repair or replacement is undertaken. The Grantee agrees for itself and its successors and assigns, to restore the land within said easement to as nearly its present condition as is possible commensurate with the above provided use of the land and similarly to restore the land at any time that it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing said sewer line.

The aforesaid consideration shall include compensation for all crops, trees or any other permanent losses occasioned by the construction of said sewer line.

The Grantee shall have the right at any time and from time to time to trim, cut, take down or remove any parts of trees, limbs, branches, roots, brush, flowers or other growths over or within the easement area that, in the reasonable judgment of Grantee, might materially interfere with or endanger the construction, installation, maintenance, servicing, repairing or replacing the said sewer line, which right shall be exercised in accordance with all applicable laws and after providing Grantor with prior notice of any intended trimming, cutting, taking down or removal of such growth. Grantor further agrees that neither Grantor nor its successors or assigns shall erect any structure or plant any shrubs or trees in a location, or change the configuration of the easement area in any manner that will materially interfere with or endanger the operation, maintenance and service of the sewer facilities and Grantee's right of access to the same.

The Grantor herein reserves the right to itself, its successors and assigns, to continue to use the land within which the aforesaid easement has been granted for any uses and purposes which are commensurate with the use thereof by Grantee in fulfilling the purpose for which this easement is granted.

Grantor for itself, its successors and assigns, agrees to defend, indemnify and hold harmless the Grantee and its officials, agents and contractors from and against any and all claims, suits, damages, losses, fines, penalties and expenses including, but not limited to, reasonable attorneys' fees, arising out of or resulting from Grantor's negligence or intentional tortious acts or for the failure to comply with any of Grantor's responsibilities, agreements and obligations under this easement.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee and unto its successors and assigns, for the terms stated hereinabove to its own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this 29 day of January, 2019.

Signed sealed and delivered
In the presence of:

Trista Milici
Trista Milici

Kathryn Sabance
Kathryn Sabance

Trista Milici
Trista Milici

Kathryn Sabance
Kathryn Sabance

Michael Carrano
Michael Carrano

Lucia Carrano
Lucia Carrano

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN) ss:

On this the 29 day of January, 2019, before me, the undersigned officer, personally appeared Michael Carrano known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed, before me.

In witness whereof I hereunto set my hand.

Trista Milici
Notary Public

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN) ss:

TRISTA MILICI
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES MAY 31, 2023

On this the 29 day of January, 2019, before me, the undersigned officer, personally appeared Lucia Carrano known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed, before me.

In witness whereof I hereunto set my hand.

Trista Milici
Notary Public

TRISTA MILICI
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES MAY 31, 2023

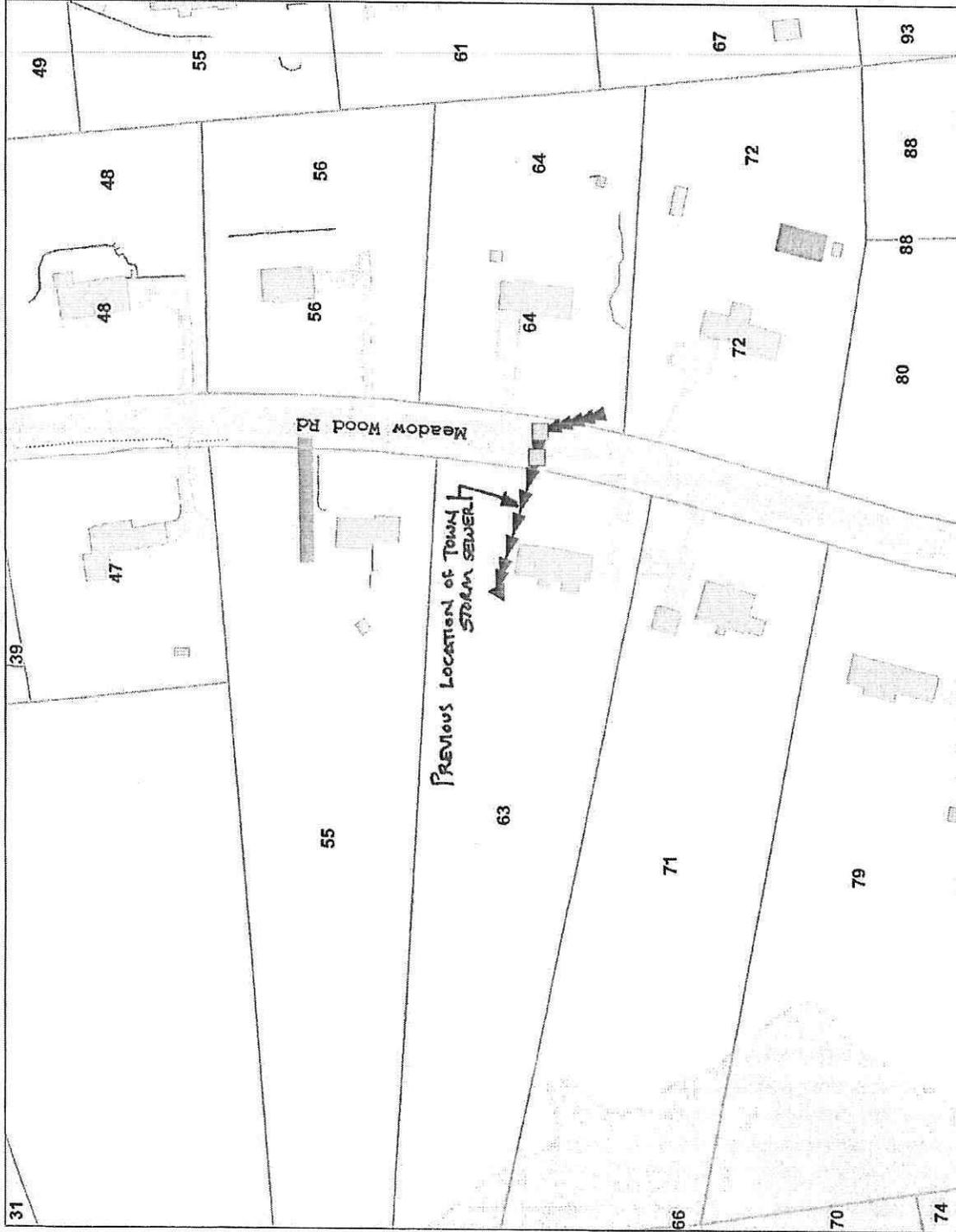
SCHEDULE A

63 MEADOW WOOD ROAD STORM SEWER EASEMENT

Beginning at point on the west street line of Meadow Wood Road, said point is the northeast property corner of 63 Meadow Wood Road mark by an iron pin,
Thence southerly along the west street line of Meadow Wood Road along a curve to the right having a radius of 1,747.88', a distance of 20 feet to a point,
Thence along a bearing of S89°31'41"W, a distance of 190.00 feet to a point,
Thence along a bearing of N00°28'19"W, a distance of 20.00 feet to a point on the north property line of 63 Meadow Wood Road,
Thence along a bearing of N89°31'41"E, a distance of 190.22 feet to the point of beginning
Easement Area 3,801 sq. ft.

Said Easement is shown on a map titled "MAP SHOWING PROPOSED DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF BRANFORD BY MICHAEL CARRANO, LOT 10, 63 MEADOW WOOD ROAD, BRANFORD, CT."
Dated 02-07-18, Rev. 11-18-18 Scale 1"=40, Prepared by JL Surveying, located at 212 Old Brickyard Lane, Berlin, Ct. Said map to be filed in the Branford Town Clerks Office.

Town of Branford, CT



Legend

- Catch Basins
- Storm Outfalls
- Storm Manholes
- Tide Gates
- Curb Inlets
- Yard Drains
- Storm Pipes
- Culverts
- Easements
- Parcels
- Street Labels
- Town Boundary
- SideWalks
- Buildings
- Building
- Mobile Home
- Above-ground Pool
- In-ground Pool
- Walls

Location



Notes

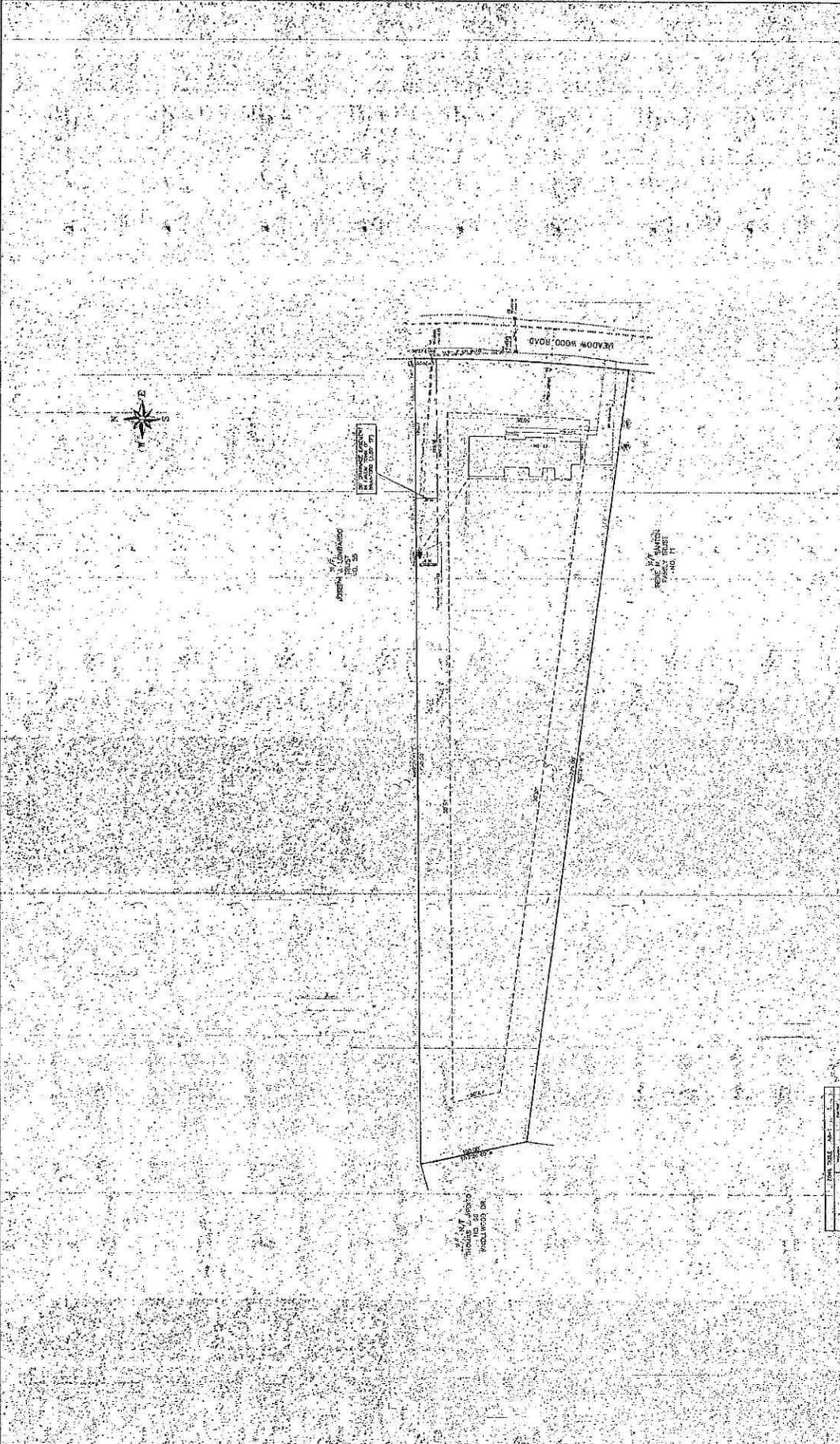
not to scale



1: 1,648



This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



See Sheet 1000000000 for details of the drawings

THE TOWN OF BARNFORD
MICHAEL CARRARO
 ENGINEER
 1000000000

J. L. SURVEYING
 1000000000

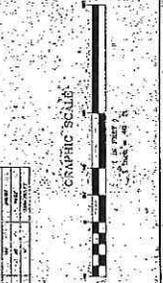
DATE: 11/27/07

SCALE: AS SHOWN

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE ENGINEER HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY CHANGES TO THE SITE SINCE THE DATE OF THE SURVEY. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON.

[Signature]

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE ENGINEER HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY CHANGES TO THE SITE SINCE THE DATE OF THE SURVEY. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON.



LEGEND

---	Proposed Driveway
---	Proposed Parking
---	Proposed Building Footprint
---	Proposed Site Boundary
---	Proposed Easement
---	Proposed Utility
---	Proposed Access
---	Proposed Retention Wall
---	Proposed Fencing
---	Proposed Landscaping
---	Proposed Other