



PINE ORCHARD ASSOCIATION
Branford, Connecticut

**NOTICE: PINE ORCHARD ASSOCIATION
EXECUTIVE BOARD MEETING and
CONTINUANCE OF HEARING REGARDING
214c PINE ORCHARD ROAD
MONDAY NOVEMBER 3rd, 2025, AT 7PM
AGENDA NOTED BELOW**

**Notice of Public Hearing
POA Zoning Commission**

I) The Pine Orchard Association (POA) Executive Board, sitting as the Zoning Commission, will continue the public hearing held on Monday November 3rd, 2025 - preceding the Executive Board Meeting, to consider the following application:

Special Permit Application of Gianfranco Capasso, Applicant for a free lot split of property known as 241C Pine Orchard Road in the A3 Zoning District.

II) At the call of the President, The Pine Orchard Executive Board will hold its November 3rd Executive Board Meeting at the POA offices at 180 Pine Orchards Road and via Zoom on Monday Nov. 3rd, 2025, at 7PM. All are welcome to attend.

1) Call to order

2) Approve minutes from Sept. 8th, 2025, Executive Board Meeting

3) Officers and Committee Reports

- By Laws
- Treasurer
- Tax Collection
- Zoning
- Nominating - Replacing Frank Telo
- Building
- Waterfront
- Office Manager
- Other Issues

4) Old Business – Update on Settlement Agreement of Frances Wihbey v Pine Orchard Association, Inc. Zoning Board of Appeals

5) New Business – (a) Letter to Francis and Colleen Acunzo (b) Review of Liability Insurance Coverage (c) Island View Beach access-point across from Chapel Drive.

6) Public Comments

7) Executive Session - (optional) The Executive Board reserves the right to move

to Executive Session related to any of the subjects brought before the Board

8) Public Comments

9) Adjournment.

Meeting ID: 832 1669 7044

Passcode: 831722

Join Zoom Meeting [HERE](#)

Matt Barez

President, POA Executive Board

Pine Orchard Association | 180 Pine Orchard Road | Branford, CT 06405 US

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Pine Orchard Association

Minutes of continuance of Special Permit Hearing

Minutes of Executive Board Meeting

Date: November 3, 2025

Board Members Present:

Matt Barez (President), Kerri Beckert, David Scheer, David Silverstone, Richard Greenalch Jr., George O'Dowd, Karen Jubanyik, Thomas Roche, Peter Robinson (Operations Manager), ZEO Laura Magaraci

Absent: Niall Ferguson, Andrew Ruff, Vin Giordano

Meeting was called to order by Matt Barez at 7:02 pm. A Quorum of Executive board members was established.

Continuance of Zoning Hearing: Free Lot Split Application – 241 C Pine Orchard Road

Special Permit Applicant: Gianfranco Capasso – proposal for free lot split within the A2/3 zoning district.

- Board reviewed revised maps and setbacks confirming compliance with zoning requirements.
- Residents expressed concerns regarding through access for beach rights potentially extending to new lots.
- It was noted that such access issues are civil and deed-related, not zoning matters.
- Discussion clarified shared driveways and easements; liability and future conflicts were acknowledged as civil concerns, not within zoning jurisdiction.

Motion was made by Thomas Roche to approve the application. George O'Dowd seconded. Motioned carried 7 in favor. 1 opposed.

Adjournment of Zoning Hearing motion made by Thomas Roche. Richard Greenalch Jr seconded. Motion carried unanimously at 7:32 PM.

Regular Executive Board Meeting

Call to Order: 7:32 PM by President Matt Barez

. No changes in Board member attendance from above meeting.

Approval of Minutes

Motion was made by Kerri Beckert to approve the minutes of the September 8, 2025, meeting amended to include resident notes. Seconded by David Silverstone. Motion to approve passed unanimously.

Committee Reports

Treasurer – George O’Dowd

- Fiscal year proceeding as expected.
- Most taxes collected; a few delinquencies remain.
- Liens will be filed in February if unpaid.
- Shoreline maintenance budget adjusted for Island View Avenue work.
- Projected legal expenses for remainder of FY should be lower than budget due to settlement of only outstanding litigation.

Zoning – Thomas Roche

- No new building permits in past two months.
- Pending applications: 8 Blackstone Road (fee received) and 12 Pinewood Road (pending variance & ZBA hearing).
- Both expected for review. Pinewood Road after applicant’s attorney submits formal documentation.

Nominating – Kerri Beckert

- Committee meeting scheduled via Zoom next week.
- Intention to maintain a full 12-member board; 3 candidates will be presented next meeting.
- Attention to geographic balance (north/south of tracks).
- Planning to contact current board members regarding July 2026 election slate in new year.
- Would like a robust population of candidates in next year’s regular election.

Buildings and Grounds – Andrew Ruff (report via Peter Robinson)

- Generator serviced; operational.
- Furnace inspected – old but functional; replacement projected in 3–5 years. It was suggested that replacement costs be recognized in the budget process.
- Basement water seepage noted; hydrostatic pressure increases suspected.
 - Recommended solution: remove flooring, seal concrete with epoxy, replace flooring (~ \$5,000 estimate).
- Garage floor also leaking; drain cleared; may seek epoxy quote later.

- No significant storm damage reported after recent weather event.

Waterfront / Maintenance- David Scheer

- Repairs along Island View held successfully during storm.
- Peter Robinson stated that future shoreline revitalization could possibly be requested from Army Corps of Engineers.

Old Business

Matt Barez reported on Settlement Agreement – Francis Wihbey Case

- Mediation completed; draft settlement signed by POA.
- Awaiting Wihbey signature to finalize.
- Five-year agreement to commence January 1, 2026.
- Recognition of the hard work done by Peter Berdon POA Attorney and the executive committee members who attended mediation process.

New Business

Dog Safety Complaint – Lake & Blackstone / Pine Orchard Road

- Residents reported aggressive dog behavior at property within the Association.
- Prior incident involved a dog bite from same residence.
- Town dog warden and police consulted; no legal violation since dog is contained by electric fence.
- Action: President Barez to send reminder letter to residents about pet control and community safety.

Insurance Review – Liability Coverage

- Discussion on whether to insure access points not owned by POA (e.g., Island View).
- Board debated necessity of coverage for areas of “unknown ownership.”
- Consensus: maintain coverage as a protective measure (~ \$29 per site) until more investigation is done.
- Action: George O’Dowd and Matt Barez to review policy with Peter Robinson and insurance agent.

Public Comment

Beautification Proposal

- Resident requested permission to install small solar up lights on trees at the triangle island (her expense).
- Board advised that area is town property; she must obtain permission from Town of Branford (Parks & Rec or Public Works).
- Board expressed appreciation for her beautification efforts.

Adjournment

Motion to adjourn made by Kerri Beckert, seconded by Thomas Roche. Approved unanimously.

Adjourned: 8:04 PM

Next Regular Meeting: January 2026 (date to be confirmed)

Respectfully submitted,

Kerri Costigan Beckert, Clerk
Pine Orchard Association

Pine Orchard Association Treasurer's Budget Report November 3, 2025
Current Approved Budget vs. Expenditure Activity YTD
as of 10/31/2025

	Approved Budget FY 25/26	Budget Activity YTD	\$ Remain. Budget	% Remain. Budget
RECEIPTS				
Tax Collections	\$ 105,867	\$ 103,707	\$ 2,160	2%
Rent	\$ 5,200	\$ 2,800	\$ 2,400	46%
Building & Permit Fees	\$ 5,000	\$ 825	\$ 4,175	84%
Other Income (Int., Books)	\$ 43	\$ 963	\$ (920)	-2140%
Use of Funds/Savings	\$ 29,590	\$ -	\$ 29,590	100%
Total	\$ 145,700	\$ 108,296	\$ 37,404	26%
DISBURSEMENTS				
Security	\$ -	\$ -	\$ -	-
Shorefront Maintenance	\$ 59,000	\$ 11,722	\$ 47,278	80%
Building Maint/Utilities	\$ 15,000	\$ 3,322	\$ 11,678	78%
Property Improvements	\$ -	\$ -	\$ -	-
Office/General	\$ 18,000	\$ 7,518	\$ 10,482	58%
Insurance	\$ 7,800	\$ 5,780	\$ 2,021	26%
Legal	\$ 33,000	\$ 6,783	\$ 26,217	79%
Zoning	\$ 5,000	\$ -	\$ 5,000	100%
PO Web	\$ -	\$ -	\$ -	0%
Ann. Acctg /Tax Software	\$ 4,400	\$ -	\$ 4,400	100%
Beautification Com.	\$ 3,500	\$ -	\$ 3,500	100%
Sidewalks	\$ -	\$ -	\$ -	-
Total	\$ 145,700	\$ 35,125	\$ 110,575	76%
NET INCOME (LOSS)	\$ -	\$ 73,171	N/A	

Account Balances	
Bank of America	As of 10/31/2025
Checking	\$103,889.09
Saving	\$20,004.24
7 month CD	\$40,663.30
12 month CD	\$40,539.43
BOA total balance	\$205,096.06

SETTLEMENT AGREEMENT

AGREEMENT made as of the _____ day of November, 2025 by and between **PINE ORCHARD ASSOCIATION, INC.**, a Connecticut body politic and corporate with an office at 180 Pine Orchard Road, Branford, Connecticut 06405 (hereinafter referred to as the "POA") and **Francis J. Wihbey (aka Frances Wihbey)** (hereinafter referred to as "Wihbey"):

WITNESSETH:

WHEREAS, the POA and Wihbey are parties to the action captioned Frances Wihbey v Pine Orchard Association, Inc. Zoning Board of Appeals currently pending in the Meriden Superior Court and bearing Docket Number: NNI-CV-24-6035063-S (the "Current Appeal"); and

WHEREAS, a prior zoning appeal relative to the same matter was appealed to the Superior Court, The Appellate Court (218 Conn. App. 356 (2022)) and then the Supreme Court (350 Conn 87 (2024)) ("Initial Appeal"), which matter was remanded to the POA ZBA for further findings on whether the Plaintiff sustained his burden of establishing a prior nonconforming use; and

WHEREAS, the POA ZBA issued a decision dated October 22, 2024 holding that the Plaintiff failed to establish a preexisting non-conforming use;

WHEREAS, the Plaintiff has appealed the October 22, 2024 decision;

WHEREAS, the Plaintiff is the owner of 3 Crescent Bluff Ave, Branford, CT (the "Property")

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and undertakings herein contained and set forth, and other good and valuable considerations made over by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

Article I Settlement Terms.

1.1 Property Use. Wihbey may use the Property to rent to a single Family, as defined in the POA Zoning Ordinances, for periods of less than 30 days (hereinafter "STRs"), subject to the terms and conditions provided for herein.

1.2 Verification and Record Keeping. Wihbey shall establish a process and procedure to verify that all STRs of the Property meet the single Family requirements. Such process shall include obtaining, and maintaining, for not less than 1 year, independent documentation verifying that all occupants are comprised of a single Family and that any occupants who are not members of the Single-Family are gratuitous guests. Copies of the documentation shall be provided to the POA within 10 days of a written request by the POA.

1.3 STR Requirements and Limitations. Wihbey will, as to all STRs on the Property:

- a. Provide their phone number to the POA and the abutting neighbors. Wihbey shall be able to be contacted 24 hours a day and 7 days a week. Complaints shall be responded to within 15 minutes.
- b. Prominently post on the VRBO (or any other listing page) landing page: “For Single Family Rental only, limited per local zoning regulation. Located in quiet residential neighborhood. Property is subject to noise ordinance regulation.”
- c. No less than 48 hours in advance of each rental, register with the POA each rental, by providing the name, email address and phone number, and each car make, model, color and license plate of each renter/occupant and the dates of stay.
- d. *Lease Requirements*. Provide in each lease (and identify in any listing page) the following provisions:
 - i. Tenants certify that they are a single Family, (related by blood, marriage or adoption) and the premises will only be occupied by members of the Single- Family and gratuitous guests.
 - ii. Onsite parties or group events are strictly prohibited.
 - iii. Tenant shall not permit any noise, when measured at the property line, to exceed 55 decibels from the hours of 7:00 am to 10:00 pm and 45 decibels from the hours of 10:00 pm to 7:00 am. or engage in any outdoor organized activity or game, such as beer pong or corn hole, or permit any outside fires, fire pits the hours of 10:00 pm to 7:00 am or use fireworks at anytime.
 - iv. Tenants/Occupants shall only park on the property, not the street.
 - v. Occupancy of the Property shall be limited to 10 people.
Said provisions to be in bold, 14 point font and initialed by each Tenant/renter.
- e. Wihbey shall be strictly liable for any violations or breaches of Section 3.d

above by any occupant of the Property.

1.4 Limitation on Number of STRs. Wihbey shall not have more than 5 STRs in a calendar year. Notwithstanding the foregoing, from October 7 to December 31, 2025 the Plaintiff may have 2 STRs.

1.5 Termination of STRs. Wihbey shall cease all STRs upon the earlier of: i) conveyance of the Property; or ii) December 31, 2030.

1.6 Violation of this Agreement. Upon a finding of a violation of any provision of this agreement as determined by the POA ZBA, after notice and hearing, Wihbey may be fined an amount not to exceed \$500.00 for the first offense, \$1,000.00 for the second offense and \$1,500.00 for the third and each subsequent offense. In addition to the monetary fine, should the Plaintiff violate the terms of this agreement three (3) or more times in a twelve-month (12) month period he shall forfeit one (1) STR in the next calendar year.

1.7 Contingencies to Effectiveness. This agreement is contingent upon: i) approval by the POA Board; and ii) the Superior Court upon a motion and hearing. The POA will promptly hold a meeting to consider approval of this agreement.

1.8 Withdrawal of Appeal. Wihbey shall promptly file a motion for permission to withdraw the Current Appeal and request for hearing on the motion.

ARTICLE II: MISCELLANEOUS PROVISIONS

2.1 Change in Agreement. No modification, amendment, or waiver of any of the terms of this Agreement shall be valid unless the same shall be in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

2.2 Entire Agreement. Wihbey and POA have incorporated in this Agreement their entire understanding, and no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect. The parties agree that each is not relying upon any representations other than those expressly set forth herein.

2.3 Binding Nature. All of the covenants, promises, stipulations, agreements, and provisions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, and assigns of each party, whether so expressed or not.

For avoidance of doubt, the right to use the Property for STRs is personal to Wihbey and shall not survive its transfer as set forth in section 1.5.

2.4 Further Documents. Each party will at all times and at any time promptly execute and deliver all further instruments and documents, in writing, reasonably necessary to carry into effect the provisions of the Agreement.

2.5 Counterparts/Execution. This Agreement shall be executed in one or more counterparts, each of which so executed shall be deemed an original and shall constitute one and the same Agreement. This Agreement and any other documents executed in connection herewith may be executed and delivered by electronic means, including any other generally accepted electronic signature service, and such electronic execution and delivery shall be deemed to have the same force and effect as delivery of an original manually signed copy. The parties further agree that they shall not contest the validity or enforceability of this Agreement or any related documents on the basis that they were signed electronically. A printed copy of any electronically signed document, shall be admissible in any legal proceedings to the same extent as an original.

2.6 Separability. If any provision of this Agreement is held to be invalid or unenforceable, then all provisions of this Agreement shall void and of no force or effect.

2.7 Headings. The paragraph headings herein are for convenience only and shall not be construed to limit or in any way affect any provision of this Agreement.

2.8 Law Application. It is understood and agreed that this Agreement is entered into under the laws of the State of Connecticut which shall be applied to any construction of this Agreement and in the resolution of any dispute arising hereunder.

2.9 Counsel Fees. Except as herein provided, each party shall pay their own costs and counsel fees related to the negotiation and preparation of this Agreement and the Action. Should the POA bring any action to enforce this agreement, the POA in addition to all remedies provided for herein shall be entitled to reasonable counsel fees and other costs of enforcement.

2.10 Remedies. The remedies provided for herein are in addition to and cumulative with all other remedies available to the POA which are specifically reserved by the POA. Notwithstanding any provision in this agreement nothing herein shall preclude the POA

from bringing any action in law or equity to enforce its Zoning Ordinance, or any other law, regulation or cause of action or enforcement of this agreement or any action for specific performance or injunctive relief.

2.11 Mutual Drafting. This document was drafted cooperatively by counsel for the parties. Neither party shall be entitled to claim the benefit of any ambiguity based on the drafting hereof by the other party.

IN WITNESS WHEREOF, the parties have set their hands and seals.

Defendant
PINE ORCHARD ASSOCIATION, INC.

By: _____
Matthew Barez
Its President
Date: October ____, 2025

Plaintiff

Francis J. Wihbey (aka Frances Wihbey)
Date: October ____, 2025

From: [Matt Barez](#)
To: facunzo@acarapartners.com
Cc: [Office Manager](#)
Subject: Your letter of concern
Date: Wednesday, October 22, 2025 1:18:18 PM

Hello Francis and Colleen, I apologize for taking so long to respond to your September 28th letter to the Pine Orchard Association. Our office manager, Peter Robinson, recently had knee replacement surgery and the mail was not checked for around 3 weeks. I appreciate your concern over the neighborhood safety regarding dogs and I did forward your letter to the rest of the Board members, I am the current President.

We do have a regularly scheduled meeting on November 3rd at 7:00 pm, 180 Pine Orchard Rd or Zoom to be announced, and I plan to put it on the agenda for that meeting. I did talk to the police and dog warden back when the bite incident happened a few months ago but will try again to see what they think. I am not sure we can do anything more than send a reminder letter but I will research and be prepared to discuss. Thank you.

Report for Office Manager for Sept. and Oct. 2025

1) **POA Tax Collection: Defer to George O-Dowd**

2) **Zoning: Defer to Thomas Roche**

i. **Pending ZBA hearing for 12 Pinewood Road**

3) **POA Office:**

Outreach:

- a. We have 76% coverage via email for all POA residents (510 emails).
- b. I continue to get back to 90% of the POA inquiries within 24 hours.
- c. Sent out 1 welcome letter this period.

4) **Building:**

- a. Southern CT Natural Gas checked out the furnace – no issues.
- b. Building is winterized – generator serviced.
- c. Floor downstairs is oozing glue. I have reached out to the installer (BONTATIBUS FLOORS LLC). They will provide a quote in early Nov.
- d. Garage Rental – defer to Andrew Ruff

5) **Community:**

- a. Will continue to support the Union Chapel with email announcement of their 2025/26 events.
- b. *Neighborhood Secure* webpage is up to date. No new activity since Nov. 6th, 2024.