

SUBJECT TO APPROVAL

MEETING DATE: MONDAY, APRIL 25, 2021
6:00 P.M.

MEETING PLACE: HYBRID MEETING:
POLSON AUDITORIUM & ZOOM ONLINE MEETING

BOARD OF SELECTMEN MEETING
MINUTES

6:00 p.m. Regular Session

First Selectwoman Lyons called the Regular Session of Monday, April 25, 2022 to order at 6:05 p.m. Also in attendance were Selectman Goldberg, Selectman Murphy, and Selectman Wilson.

1. Pledge of Allegiance.
First Selectwoman Lyons led the Pledge of Allegiance.
2. Approval of minutes – April 12, 2022

MOVED by Selectman Goldberg and seconded by Selectman Wilson to approve Minutes of April 12, 2022.

VOTE: this motion was approved unanimously.

3. First Selectwoman's Updates.

There were no comments as last week was April vacation for the school system.

4. Liaison Reports / Selectmen Comments.

Scott Murphy	Scranton Library, Youth & Family Svcs. Board: Y&FS Awards, Police Social Worker Outreach Program
Bruce Wilson	Marijuana Legislation Advisory Committee
Al Goldberg	Memorial Day Parade, BOPC / DOT Hammonasset Crosswalks, ARP Funding Committee, Ethics Board, Affordable Housing Committee/Plan

5. Citizen Comments.

Kim Brunstad of Tuxis Road provided a statement supporting short-term rentals and not supporting the 30-day minimum stay regulation. A copy of a prior email comment from Ms. Brunstad is attached.

A resident of 9 Middle Beach Road thanked the Board for the opportunity to speak. She provided a statement that also supported short-term rentals and did not support the 30-day minimum stay regulation.

MOVED by Selectman Murphy and seconded by Selectman Wilson to approve Opening the Agenda for item 11a. Discuss and take action to approve Appointment of members to the Ad-Hoc New Elementary School Building Committee.

VOTE: this motion was approved unanimously.

6. Discuss and take action on setting referendum date on the Town and School budgets for Tuesday, May 17, 2022 pending approval of requested funding amounts from the Board of Finance.

MOVED by Selectman Wilson and seconded by Selectman Goldberg to approve setting referendum date on the Town and School budgets for Tuesday, May 17, 2022 pending approval of requested funding amounts from the Board of Finance.

VOTE: this motion was approved unanimously.

7. Update on a proposal from Bicycle and Pedestrian Advisory Committee to install a community crosswalk.

Jeanne Morrissey and Ginny Raff of the Bicycle and Pedestrian Advisory Committee provided an overview of a potential policy allowing a Community Crosswalk. Jeanne stated that she discussed with other towns that have Community Crosswalks (Middletown and New Canaan). These towns were able to install these crosswalks successfully because the towns paid for 50% of the installation and compliance work. The DPW Director, John Iennaco also provided an overview of the cost perspective for installing the crosswalk at the two locations suggested by the Bicycle and Pedestrian Advisory Committee. The cost to paint the crosswalk would be born by the requesting organization.

Selectman Wilson questioned if the Town could instead implement a similar program into the sidewalks around the new Community Center to display multiple community organization colors at one time versus creating a crosswalk which can only support one organization / cause at one time. First Selectwoman Lyons stated that the Town could do a Pilot Program to allow the crosswalk now and then revisit the plan when the Community Center project was underway. The Board agreed that they would support creating a path forward sooner rather than later and would present that Pilot Program policy at a future BOS Meeting.

8. Discuss and take action to approve accepting a State Bond Commission Grant for the Garvan Point Improvement Project in the amount of **\$770,000**, pending Board of Finance approval; and a Resolution authorizing the First Selectwoman to sign all contracts and documents in conjunction with this grant.

MOVED by Selectman Wilson and seconded by Selectman Murphy to approve accepting a State Bond Commission Grant for the Garvan Point Improvement Project in the amount of **\$770,000**, pending Board of Finance approval; and a Resolution

authorizing the First Selectwoman to sign all contracts and documents in conjunction with this grant.

VOTE: this motion was approved unanimously.

9. Discuss and take action to approve a Line Item Transfer request from the Facilities Department in the amounts of \$50,000.

MOVED by Selectman Murphy and seconded by Selectman Goldberg to approve a Line Item Transfer request from the Facilities Department in the amounts of \$50,000.

VOTE: this motion was approved unanimously.

10. Discuss and take action to approve a Special Appropriation request from the Land Use Department in the amount of \$20,000 to fund the project to revise the Plan of Conservation and Development.

MOVED by Selectman Wilson and seconded by Selectman Goldberg to approve a Special Appropriation request from the Land Use Department in the amount of \$20,000 to fund the project to revise the Plan of Conservation and Development.

VOTE: this motion was approved unanimously.

11. Appointments / Resignations:

John Mathers from the Planning & Zoning Commission.

MOVED by Selectman Murphy and seconded by Selectman Wilson to approve the resignation of John Mathers from the Planning & Zoning Commission with thanks from the Board.

VOTE: this motion was approved unanimously.

- 11a. Discuss and take action to approve Appointments of members to the Ad-Hoc New Elementary School Building Committee as follows:

Graham Curtis - Chair
Diana Colcord
Sharon Shoemaker
Woodie Weiss
Bob Blundon
Amanda Mitchell
George Noewatne

Alternates:

Karen Rankin
Kathy Rasimus

MOVED by Selectman Murphy and seconded by Selectman Wilson to approve the above Appointments of members to the Ad-Hoc New Elementary School Building Committee with thanks from the Board.

VOTE: this motion was approved unanimously.

12. Tax Abatements / Refunds.

MOVED by Selectman Wilson and seconded by Selectman Goldberg to approve Tax Abatements / Refunds in the amount of \$406.06.

VOTE: this motion was approved unanimously.

13. Citizen Comments.

None.

14. Adjournment.

There being no objection the Board adjourned at 6:57 p.m.

Respectfully submitted,

Lauren Rhines
Town Coordinator / Risk Manager

The Town of Madison does not discriminate on the basis of disability, and the meeting facilities are ADA accessible. Individuals who need assistance are invited to make their needs known by contacting 203.245.5644 or by email to carabettap@madisonct.org at least five (5) business days prior to the meeting.

From: [Brunstad, Kim](#)
To: [Board of Selectmen](#)
Subject: Concerning Short Term Rentals in Town
Date: Tuesday, April 19, 2022 9:05:19 AM

CAUTION: This email originated from outside of the Town of Madison/Madison Public Schools. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe.

To the Board of Selectwomen and Selectmen,

I originally sent the below letter to you in December of 2021. I am resending it so that you can have that before you as discussion continues concerning short term rentals in Madison and what, if any, regulations should be imposed upon them.

I and other members of the community who rent out our homes or carriage houses will be in attendance at the April 25th Board of Selectmen meeting to provide additional information to you and others will be sending emails to you in advance of that meeting.

Short term rentals are an important part of Madison history, and the vast, vast majority of short term rentals proceed without a problem due to careful screening (both by the property owner and via the protections provided via platforms which post comments regarding a proposed guest's past behavior and due to background checks provided by those platforms, along with legal departments ready to step in) and due to restrictive provisions provided by online platforms and by restrictive provisions in the owner's own rental agreements.

In addition to what I've written previously, I think the Town should consider the adoption of a noise ordinance prohibiting loud noise after either 11 p.m. or midnight. This would provide the Town with some teeth if either a renter **or an owner** were to become too rambunctious.

Let's not ruin this long standing tradition of welcoming former Madison residents, grandparents visiting grandchildren and visa versa, family members coming for weddings over a long weekend, and others on similar positive journeys to Madison, from being barred due to an unnecessarily broad and in some respects counterintuitive proposal offered up by certain residents in their petition.

Thank you,

S. Kim Brunstad, Esq.

15 Tuxis Road

Madison

To the Board of Selectwomen and Selectmen,

Thank you, first of all, for your tireless service on behalf of the Town of Madison. I appreciate your taking the time to read my thoughts and proposals concerning short term rentals in Madison.

As a resident for the last four years, I love this Town and its special charms. I have successfully rented out my carriage house while living in my home on the same property on a short term basis for four seasons without a single issue. I understand that certain residents are concerned about short term rentals and have proposed certain limitations on the short term rental of homes in Madison's residential areas. However, their proposed regulations are overbroad, ignore inherent protections available, and rely on unsubstantiated "evidence" to make their case. I would like to dispel some of the commonly held myths concerning short term rentals in Madison, share my experiences as a Superhost on the Airbnb platform and provide my own proposal.

There are several myths circulating concerning short term rentals in Town. Madison Commissioner

John Mathers stated in a Committee hearing in 2019 that a study showed that there were more than 1,000 available rooms for short term rentals in Madison on any given night. This figure has been widely quoted. However, no opportunity for rebuttal was given at a subsequent hearing of that Committee once this writer learned of that comment, despite this author sitting through the entire subsequent meeting and requesting an opportunity to speak. If I had been allowed to speak, I would have asserted that there is no way to confirm or deny the exact number of short term rentals available in Madison, CT on a given night via, for example, the Airbnb platform. I have called Airbnb and they have confirmed that the platform itself does not know how many rooms are available in Madison, CT on a given night. One reason is that if a home is listed on the platform, but marked as unavailable on the site, this can mean one of several things: It may be that the owners simply have decided not to rent out the property that night; it may be in use by a family member at no cost; or it may be rented out separately from the Airbnb platform. Therefore, Airbnb itself cannot say how many homes/rooms are available for rent on any given night in Madison, CT.

There is a common misperception about who rents. While on the Airbnb platform, I rented mainly to former Madison residents, grandparents visiting grandchildren, and grandchildren (along with their parents) visiting grandparents. I also commonly rented to overflow guests of the Madison Beach Hotel who were referred to me by the hotel when they could not accommodate all of the wedding guests, for example, of a particular wedding party. I've rented to many international guests visiting the country for the first time. Most of my guests are highly educated and consist of doctors, lawyers, accountants, scientists, professors, and authors. Without fail, my guests have been pre screened by me. When they are introduced to me via the Airbnb platform, they are also pre screened by Airbnb, which includes a full background check. I speak with each prospective guest on the telephone and explain my very specific, written rules regarding the rental. I explain that violation of my rules will result in expulsion from the property and that the rules include adherence to all local, state and national laws. I live in my home and can constantly supervise my carriage house. Of course, I would argue that the same protections would be afforded if I chose to live in my carriage house and rented out my home. The proponents of the petition fail to note that the same public policy protections are afforded under either scenario.

The proponents of the petition fail to research the protections available through various platforms. Airbnb, in particular, has strengthened its enforcement division. If a guest is reported, they can be permanently banned from renting on the Airbnb platform. Also, the ratings system allows each host to give a "bad" guest a "bad" rating so that subsequent hosts will know of the guest's prior bad behavior, if indeed, they are not removed from the platform. In addition, before I rent out to a guest on the Airbnb platform, I can see all of the guest's prior ratings and comments prior hosts have made about their experience renting to that guest. Hosts, too, are rated by the guests. It's all quite transparent. Airbnb also has a hotline number for a host to call if they have an issue with a guest. There is also a legal department that can help a host, for example, evict an ill behaved guest. As noted previously, my contract specifically allows me to evict a guest if they violate any of my rules or any local, state or national law. My lease imposes strict restrictions: no parties, no more than four individuals in the structure during daytime, no sleepover guests unless approved in advance in writing by me. I provide only one parking spot.

The proponents of the petition fail to acknowledge the many benefits that these arrangements provide not only to the residents who serve as hosts, but to the Town of Madison. First, as a host, I view myself as an ambassador to the Town of Madison. I provide a welcome packet that includes brochures from area businesses, restaurants, a calendar of local events, along with maps of the area. Many of my guests have commented how much they have loved local Madison shops and that my recommendations led them there. One guest wrote that they would come back year after year, if not only for the Madison Cheese Shop's amazing selection of cheeses. Many have loved Madison so much that they have called local realtors in search of a permanent or seasonal home. Likewise, many Madison residents depend on their additional income by way of rentals to stay in Madison. Most that I know who rent out a structure use the money to either pay their Madison taxes, finance repairs to the property or to finance a luxury like a vacation. Many rentals are owned by single women, divorcees, and others who love Madison and want to stay forever despite difficult circumstances in life. If we are too restrictive, nearby towns will benefit from our restrictions as guests will rent there instead.

Finally, in my four seasons of rentals, I have had no complaints from neighbors or problems since commencing my little business. I have had many return guests, made some lifelong friends, and promised to visit many of my guests in their home locations all over the world once travel is safer. In fact, many of my neighbors have asked to use my carriage house for overflow guests of their own. Some neighbors have moved away and have asked to rent out my carriage house to visit friends and family in Madison.

Is a three night rental more dangerous than a thirty night rental? Actually, I would argue that either are potentially safe or potentially unsafe. What matters is the degree of care put into the selection process (background checks and telephone call with the prospective guest) and what restrictions are in place in the lease in case problems arise (i.e. can the host evict if they violate the host's rules or if the guest is in violation of local, state or national laws?) Hypothetically, I would argue that a three night rental to the parents of a bride returning to Madison for their daughter's wedding at the Madison Beach Club, Madison Beach Hotel or on Surf Club beach is safer than a 30 night rental to people who are total unknowns. The proponents ignore the nature of the rental and the ability to pre screen, monitor and evict in their overbroad proposal.

So, what do I propose?

Where a resident lives on site in their home or on site in the carriage house and rents out their home, there should be no additional regulations imposed. The neighborhood's interests are fully protected by an on site owner renting either their home or their carriage house. The owner is there to supervise. It does not matter whether or not they reside in the home or in their carriage house: the public protection is the same: the owner is there to keep an eye on things. In addition, as noted above, whether I rent out my home/carriage house for 3 nights (which has been my minimum) or 30 nights, does not matter. I am there to supervise; I have them sign a restrictive lease; I do my due diligence; and I can evict them if they violate my terms or any laws.

Where a resident lives on site but elects to rent out their home while they go on vacation,

whether it be three nights, a week or more, and feels comfortable about their rental, then so too should the Town. After all, it's their home that they have entrusted to their guest(s). In such scenarios, neighbors who are vacating for a vacation have asked other neighbors to supervise. I have personally performed this role for my neighbors and it's easy for me to do so. Without fail, my neighbors have allowed wonderful people to rent out their own homes. I have also known my neighbors with several homes, who also have another home in Madison, to do a great job of checking up on their own properties. This too, works extremely well.

I believe the potential problem arises when big investors, with no tie to Madison, start buying up properties, and hire rental management companies. Under this scenario, the Management Company may not have a tie to the community nor a sufficient interest to keep an eye on things. So here's where the Town could step in and provide incentives for good behavior. **I propose that the Town set up an approval and monitoring process whereby a Town official would supervise the issuance of permits to Management Companies to allow such companies to rent out investor-owned properties in Madison.** Under this proposal, if a property is rented out by a Management Company and there are issues with guest behavior, the neighbors would call the Town Office and report the Management Company and the address of the property. The incident would be recorded in the Management Company's file. If there are repeat problems with a single property or with multiple properties rented out by the Management Company, the Town could revoke the Management Company's permit to rent in Town. That would provide a huge incentive for Management Companies to care about who they rent to, what their leases say, and to care about guest behavior. Also, large investors would realize that to buy an investment property in Madison would mean that any Management Company they would hire would be subject to scrutiny, licensing and removal by the Town.

Thank you for considering my comments and proposal.

Sincerely,
S. Kim Brunstad, Esq.
15 Tuxis Road
Madison, CT 06443

S. Kim Brunstad, Esq.
Claims Analyst, North American Claims Group
Allied World Insurance Company
1690 New Britain Avenue, Suite 101
Farmington, CT 06032
T: 860-284-1880
F: 860-284-1301
E: Kim.Brunstad@awac.com
W: www.awac.com

The information contained in this e-mail and any attachments hereto is confidential. If you are

not the intended recipient, you must not use or disseminate any of this information. If you have received this e-mail in error, please immediately notify the sender by reply e-mail and permanently delete the original e-mail (and any attachments hereto) and any copies or printouts thereof. Although this e-mail and any attachments hereto are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Allied World Assurance Company Holdings, Ltd or its subsidiaries or affiliates, either jointly or severally, for any loss or damage arising in any way from its use.