

May 18, 2020

RECEIVED

2020 APR 30 P 1:15

To: Board of Finance

From : Debi Caron, Director of IT

RE: Reprogramming of Capital Account 70041190 579150-17303 fund balance

TOWN CLERK'S OFFICE
DRAFTED, CONNECTICUT

I am requesting that the capital account 70041190 579150-17303 "On body + car camera video storage for Police department" be reprogrammed to: "On-body cameras for Police Department."

=====

Initial request was in Budget FY 2016-2017:

On body + car camera video storage for Police department: requested amount: \$60,000

The police department has received a mandate from the State of Connecticut requiring the storage of video/multimedia files for 90 days. -See State of CT General notice POST 15-05:

http://www.ct.gov/post/lib/post/GN_1505_Policy_Use_of_Body_Worn_Cameras.pdf

In order to do this, the Information Technology department needs to purchase an addition Storage array unit, to compensate for the amount of files and high definition video. We will also be using this storage unit to separate the police department's storage needs from the Town's current network (storage) to better manage their growth.

=====

Back in 2016, I was able to purchase the above video storage solution for \$7,000. This is a local storage solution that is located at the Police department. There is no redundant backup taking place. A more secure solution would be cloud storage. Back in 2016, the cost of cloud storage for the amount of video that the Police accumulate was cost prohibitive. Recently, Axon Technology purchased Taser International and has made the cost of cloud storage more affordable. Our current vendor of on-body Cameras is Watchguard, (who was recently purchased by Motorola.) Their costs continue to rise with no discount. By switching our vendor to Axon Technology for cloud storage, we not only secure our storage backups but can access them from anywhere, non-dependent upon local hardware failure. In order to utilize Axon's cloud storage, the police department needs to switch to Axon on-body cameras. The current Watchguard cameras are very close to end of life. We have received a competitive quote for new on-body cameras from Axon that would save us \$28,000 versus a similar model from Watchguard. The Axon camera system has been successfully deployed by several area police departments for several years with no significant issues.

It is for this reason that I am requesting that we reprogram the capital account 70041190 579150-17303 with a remaining fund balance of \$53,000 to be used for purchasing on-body police cameras from Axon Technologies.

I am therefore requesting the following reprogramming of Fund balance:

From:		
70041190 579150-17303	On-body + car camera video storage for Police department	(53,000)
To:		
70041190 579150-17303	On-body cameras for Police department	53,000

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: May 19, 2020

To: Joseph Mooney
Board of Finance

From: James P. Finch
Finance Director

Re: Counseling Center Budget Changes

I write to supplement the Human Services Department (Counseling Center) request to adjust the salary account for next fiscal year (FY 2021). Unfortunately, this adjustment could not occur through the RTM budget process because the RTM does not have the authority to increase the Board of Finance's resolution of \$1,643,346 for the Human Services Fund.

The actions required by the Board relate to the General Fund and the Human Services Fund and are listed below:

Transfer -General Fund FY 2021

From:		
10149040-588802	Contingency	10,556
To:		
10144010-599130	Transfer Out - Human Services Fund	10,556

Corresponding Fund Human Services Fund Transfer FY 2021

Increase		
21890000-490010	Transfer In from General Fund	10,556
Increase:		
21842010-517000	Wages and Salaries	10,556

Resolved: That the Board of Finance recommends to the RTM an increase in the Human Services Fund Budget for FY 2021 from \$1,643,346 to \$1,653,902. The increase will be funded through a transfer in from the General Fund.



TEL (203) 481-4248 | FAX (203) 483-7727
342 Harbor Street, Branford, CT 06405

May 19, 2020

To: Joseph Mooney
Board of Finance

From: Peter Cimino
Human Services Director

Re: Budget Request FY 2021 Human Services

2021 Transfer Request

A few years ago we contracted a consultant to review BCCS operations to assist us in developing a strategy to attract, hire and maintain a team of qualified and dedicated clinical staff. The consultant reviewed the essential duties of each clinician comparable to similar positions in area practices and businesses and has recommended a restructuring of our salary levels to be competitive in this industry.

Therefore, in an effort to maintain a high level of quality care to Branford residents, retain our employees and attract qualified, experienced candidates we are requesting an increase of \$10,556 in the salary line item for the fiscal year 2021 budget from \$1,154,872 to \$1,165,428. A letter from the Finance Director will follow with the accounts requiring adjustments if approved.

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2020 MAY 19 P 1:44
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

BCCS Salaries Work Book w/ requested adjustments - BOF

RECEIVED

2020 MAY 19 A 9:53

TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

	Amended Budget 2019 - 2020	RTM Approved Budget 2020 - 2021	Percent Increase	Transfer Requested 2020-2021	CHANGE	% Increase 2019/20 to 2020/21
Director	\$ 103,003	\$ 105,578	2.5%	\$ 105,578	\$ -	2.5%
Clinician	\$ 59,471	\$ 60,958	2.5%	\$ 65,418	\$ 4,460	10.0%
Clinician	\$ 58,272	\$ 59,729	2.5%	\$ 61,186	\$ 1,457	5.0%
Clinician	\$ 63,270	\$ 64,852	2.5%	\$ 64,852	\$ -	2.5%
Clinician	\$ 61,000	\$ 62,532	2.5%	\$ 63,135	\$ 603	3.5%
Clinician	\$ 75,271	\$ 75,271	0.0%	\$ 75,271	\$ -	0.0%
Clinician	\$ 65,078	\$ 66,705	2.5%	\$ 66,705	\$ -	2.5%
Clinician	\$ 60,083	\$ 61,585	2.5%	\$ 62,486	\$ 901	4.0%
Clinician	\$ 57,905	\$ 59,353	2.5%	\$ 60,800	\$ 1,447	5.0%
Asst. Director	\$ 79,034	\$ 81,010	2.5%	\$ 81,405	\$ 395	3.0%
Intake Supervisor	\$ 77,817	\$ 79,762	2.5%	\$ 79,762	\$ -	2.5%
Ex Admin	\$ 51,713	\$ 53,006	2.5%	\$ 54,299	\$ 1,293	5.0%
Social Services	\$ 71,659	\$ 73,450	2.5%	\$ 73,450	\$ -	2.5%
Case Manager	\$ 51,687	\$ 52,979	2.5%	\$ 52,979	\$ -	2.5%
Office Mgr.	\$ 51,359	\$ 51,359	0.0%	\$ 51,359	\$ -	0.0%
Receptionist	\$ 49,478	\$ 49,478	0.0%	\$ 49,478	\$ -	0.0%
Medical Billing	\$ 49,766	\$ 49,766	0.0%	\$ 49,766	\$ -	0.0%
Youth Outreach	\$ 47,499	\$ 47,499	0.0%	\$ 47,499	\$ -	0.0%
	\$ 9,381					
	\$ 1,142,746	\$ 1,154,872		\$ 1,165,428	\$ 10,556	

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

May 19, 2020

Honorable Dennis Flanigan
RTM Moderator

Dear Mr. Flanigan:

Please be advised that the Town will be participating in the Neighborhood Assistance Tax Credit Program. In order for programs to be eligible they must be approved by the RTM and forwarded to the State by the end of July. In an effort to comply with this timetable I respectfully request that this item be referred to the appropriate RTM committee to facilitate the required approvals before the filing deadline.

Sincerely,

James P. Finch Jr.
Finance Director

CC: J. Cosgrove
RTM

BOARD OF SELECTMEN

BRANFORD, CONNECTICUT



JAMES B. COSGROVE
First Selectman

RAYMOND E. DUNBAR, JR.
JOSEPH E. HIGGINS, JR.

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

DATE: May 20, 2020
TO: Dennis Flanigan, RTM Moderator
FROM: James B. Cosgrove, First Selectman *JC*
RE: RTM Agenda

RECEIVED
2020 MAY 26 AM 11:17
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

Attached please find an Inter-Community Agreement Between the Cities and Towns of Berlin, Branford, Bristol, Burlington, Hartland, New Britain, Plainville, Plymouth, Prospect, Seymour, Southington, Warren, Washington and Wolcott and a resolution authorizing the First Selectman to enter into the Restated Inter-Community Agreement Regarding the BRRFOC that requires approval by the legislative body. This agreement will replace the current agreement that has been in place since 1985.

Please place this item on the next agenda of the RTM for legislative approval. Thank you for your consideration.

**RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL OR CHIEF
EXECUTIVE OFFICER TO ENTER INTO RESTATED INTER-COMMUNITY
AGREEMENT REGARDING THE BRRFOC**

WHEREAS, Conn. Gen. Stat. Section 22a-221 grants all municipalities of the State of Connecticut with the authority to enter into inter-community agreements to manage municipal solid waste; and

WHEREAS, in accordance with that statutory authority, the Resource Recovery Facility Operating Committee (the "BRRFOC") was formed pursuant to the 1985 Inter-Community Agreement between the municipalities of Berlin, Branford, Bristol, Burlington, Hartland, New Britain, Plainville, Plymouth, Prospect, Seymour, Southington, Warren, Washington, and Wolcott (the "Municipalities"),

WHEREAS, the 1985 Inter-Community Agreement has been amended from time to time,

WHEREAS, the Municipalities are currently jointly engaged in the disposing of solid waste and managing recyclables pursuant to the Municipal Solid Waste Disposal and Recycling Services Agreement ("MSW & Recycling Agreements") and dated December 21, 2012 as amended; and

WHEREAS, the Municipalities desire to continue contractual relationships to provide the residents and businesses of their municipalities with solid waste disposal services in their capacity as members of the BRRFOC by way of a newly restated inter-community agreement.

NOW THEREFORE BE IT RESOLVED, that the [TOWN/CITY of] having complied with all of its municipal and other applicable requirements to enter into the newly restated inter-community agreement, authorizes its chief elected official or chief executive officer to execute the agreement and to do such other lawful things as are necessary to enter into the agreement on behalf of the [TOWN/CITY of].

[Appropriate Signature and Date Lines to be Added]

INTER-COMMUNITY AGREEMENT BETWEEN THE CITIES AND
TOWNS OF BERLIN, BRANFORD, BRISTOL, BURLINGTON,
HARTLAND, NEW BRITAIN, PLAINVILLE, PLYMOUTH, PROSPECT,
SEYMOUR, SOUTHLINGTON, WARREN, WASHINGTON, AND
WOLCOTT, each a municipality and political subdivision of the State of
Connecticut ("Municipality" and, together, the "Municipalities")

This INTER-COMMUNITY AGREEMENT ("Agreement"), is a successor to, and replacement of the 1985 Inter-Community Agreement as amended, which established the Resource Recovery Operating Committee (a/k/a BRRFOC), and by and between the Municipalities after execution on behalf of the Municipality on or before _____, 2020.

WITNESSETH

WHEREAS, Conn. Gen. Stat. Sections 7-339a-1 et. seq. grant to BERLIN, BRANFORD, BRISTOL, BURLINGTON, HARTLAND, NEW BRITAIN, PLAINVILLE, PLYMOUTH, PROSPECT, SEYMOUR, SOUTHLINGTON, WARREN, WASHINGTON, and WOLCOTT, the "Municipalities" the power and authority to establish by ordinance and regulation the means to carry out the duties, responsibilities and legal obligations of municipal government; and

WHEREAS, Conn. Gen. Stat. Section 22a-221 grants municipalities the authority to enter into inter-community agreements for purposes of establishing an Operating Committee; and

WHEREAS, in accordance with that statutory authority, the Resource Recovery Facility Operating Committee (the "BRRFOC") was formed pursuant to the 1985 Inter-Community Agreement, as subsequently amended from time to time and binding the respective Municipalities with respect to constructing and operating the Bristol Resource Recovery Facility under a service agreement which expired in June 2014; and

WHEREAS, the Municipalities desire to continue their participation in an inter-community agreement as members of the BRRFOC tasked by the State with the responsibility for managing solid waste generated within their respective Municipalities; and

WHEREAS, the Municipalities are jointly engaged in the disposing of solid waste and managing recyclables pursuant to the Municipal Solid Waste Disposal and Recycling Services Agreement ("MSW & Recycling Agreements") and dated December 21, 2012 as amended; and

WHEREAS, the Municipalities now comprise the Bristol Facility Policy Board pursuant to Section 1.7 of the MSW & Recycling Agreements; and

WHEREAS, the Municipalities desire to continue contractual relationships to provide the residents and businesses of their municipalities with solid waste disposal services in their capacity as members of the BRRFOC.

NOW THEREFORE, subject to the terms and conditions printed below, the Municipalities agree:

ARTICLE I: Authority for Agreement; Effective Date; Duration; Withdrawal

1-1. This Agreement is entered into pursuant to Conn. Gen. Stat. Sections 7-339a-7-339l inclusive, as amended.

1-2. The effective date of this Agreement shall coincide with that date on which the Agreement is ratified by five or more Municipalities pursuant to Conn. Gen. Stat. Section 7-339c.

1-3. The term of this Agreement shall be from the effective date to December 31, 2034, unless otherwise terminated pursuant to the terms of this agreement or extended in accordance with an amendment to this Agreement approved by Conn. Gen. Stat. Sections 7-339a-7-339l or such other enabling legislation adopted by the General Assembly after the effective date of this Agreement.

1-4. Any municipality that is a party to the Agreement may, by vote of its legislative body prior to June thirtieth in any year, elect to withdraw from this Agreement. The effective date of the withdrawal ("Effective Date") shall be the first day of the fiscal year (July first) that immediately follows the lapse of one year (365 days) from date of receipt of a notice of withdrawal from the withdrawing municipality. Such withdrawal shall not relieve the withdrawing municipality from any liability or obligation it incurred up to and through the Effective Date.

1-5. Unless two or more Municipalities opt to continue this Agreement in accordance with the provisions of this section, the withdrawal of five or more of the Municipalities shall terminate this Agreement as of the Effective Date of withdrawal, as defined in Section 1-4 above. Upon termination of this Agreement, any operating assets shall be distributed among the constituent municipalities in accordance with their proportionate shares for the year in which the agreement is terminated, as established by Article V hereof and any capital assets shall be distributed between the constituent municipalities in the same ratio in which they were purchased. If one or more of the Municipalities wishes to continue operations of the BRRFOC, it will compensate the other municipality for its share of the assets based on the depreciated values as determined by the most recent audit. The amount may be paid over the remaining years of the agreement, or as determined by a duly called vote approved by a majority of the Municipalities that are parties to the Agreement at the time of the of the termination, whichever occurs sooner. Termination of this Agreement shall not affect obligations of any Municipality established under the MSW & Recycling Agreements, including participation in the Bristol Facility Policy Board.

ARTICLE II: Powers of the BRRFOC

2-1. In order to furnish or provide for the joint use or benefit of the Municipalities services, personnel, facilities, equipment, or any other property or resources associated with management and disposal of solid waste generated by the municipalities, with the pledge of the full faith and credit of the Municipalities, the BRRFOC shall have the following powers and obligations:

- a. To provide for the residents and businesses of the Municipalities management and other services including but not limited to personnel, facilities, equipment

and any other property or resources needed to carry out collection and disposal of Mixed Municipal Solid Waste and Municipal Solid Waste, Household Hazardous Waste and recyclables subject to available appropriations authorized in the BRRFOC's annual operating budget.

- b. Ensure accurate reporting of deliveries of Acceptable Solid Waste, Acceptable Recyclables, Household Hazardous Waste, or other materials and provided by one of more of the Municipalities, a facility, or a contractor to the BRRFOC, subject to the reasonable accuracy of such information and in the possession of the BRRFOC in a timely fashion .
- c. In conjunction with reporting of deliveries noted above, confirm the proper amounts allocated to the Municipalities as the "Electrical Revenue Share" (Section 3.1 (d) of the MSW & Recycling Agreements as amended) conform with waste delivery receipts at one or more of the Designated Facilities utilized by Covanta Bristol, Inc. or its assignee.
- d. To perform calculations to establish the "Annual Reserved Capacity", the "Monthly Capacity Limit", and similar contractual parameters established within the MSW & Recycling Agreements.
- e. To act as agent on behalf of the Municipalities with respect to prescribed responsibilities of the Bristol Facility Policy Board, as stipulated in the Section 1.7 of the MSW & Recycling Agreements to the extent such activity conforms with applicable laws of the State of Connecticut.
- f. To undertake such obligations on its behalf or as agent on behalf of the Municipalities pursuant to any subsequent contract regarding the provision of solid waste disposal and recycling services when and if the Solid Waste Disposal and Recycling Agreement expires or is terminated.
- g. Adhere to and administer outstanding obligations of the BRRFOC, including but not limited to retaining staff employed as of the date of this Agreement, commitments for employee benefits, vacation, holiday and sick leave, and severance payments.
- h. Manage reserve funds, prepare and distribute financial reports as required by statute including those required by Conn. Gen. Stat. Sections 4-230 through 4-236 and Sections 7-391 through 7-397, and manage retention of documents in accordance with Conn. Gen. Stat. Section 11-8(a).
- i. To employ staff, fix their duties and determine their compensation within appropriations established in the annual operating budget.
- j. To retain by contract or employ counsel, auditors, engineers, private consultants, and advisers.
- k. To engage legal counsel for purposes of preserving contractual services and advocating for and defending the interests of the BRRFOC Municipalities.

- l. To purchase, lease or rent and hold in its name such real and personal property as it may deem necessary, convenient, or desirable.
- m. To contract with municipalities, municipal, state, and regional authorities, and state and federal agencies to provide and/or receive waste management services in accordance with the provisions of this Agreement.
- n. To accept gifts or grants of funds, property, or services from any source, public or private, subject to the provisions of this Agreement, with the terms and conditions thereof.
- o. To exercise any authority expressly granted to an operating committee by statute including those granted by Conn. Gen. Stat. Section 7-339l.

ARTICLE III: BRRFOC Governance

3-1. The policy-making legislative body of BRRFOC shall be its Policy Board.

3-2. Composition of the Policy Board. The Policy Board shall consist of one (1) representative from each of the Contracting Communities, which representative shall be, in the case of each Contracting Community, the chief executive officer or designee of the chief executive officer.

3-3. Term of Policy Board Members. Each member of the Policy Board shall serve until a successor is chosen by the legislative body the Municipality, and in the case of a member who is the designee of any chief executive officer, by the chief executive officer of the Municipality

3-4. Policy Board Meetings.

- a. Annual Meeting. An annual meeting shall be held during the month of November, or at the earliest time thereafter when a quorum is convened at a duly called meeting at which time it shall elect officers, adopt or ratify bylaws of the Policy Board, adopt a schedule of regular meetings until the next annual meeting and conduct such other business put before the Policy Board. The bylaws attached hereto and incorporated herein shall be the bylaws of the Policy Board and shall remain effective until the next annual meeting following the Effective Date of the Agreement.
- b. Regular meetings shall be held in accordance with the schedule of meetings adopted at the Annual Meeting.
- c. Special meetings may be called at any time by the President or by written petition signed by seven members of the Policy Board and filed with the Secretary.
- d. Notice of meetings shall be provided in accordance with the Connecticut Freedom of Information Act, Title 1, Chapter 14 of the Connecticut General Statutes ("FOIA"). Unless prohibited by the FOIA, in addition to any requirement of notice imposed by the FOIA, the Secretary shall notify members of meetings by mail or electronic mail notice thereof pursuant containing the date, time, and place thereof and a proposed agenda therefor. Except in the case of an emergency, the notice should be sent not more than twenty (20) nor less than seven (7) days before the meeting date. In the case of an emergency, notice of a meeting Policy Board shall be deemed adequate if given to each

member either orally or by electronic mail or physical delivery at least forty-eight (48) hours before said meeting.

- e. To the extent permitted by the law, the members of the Policy Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment.
- f. Minutes of all meetings of the shall be taken and mailed by the Secretary or the Executive Director to all members not later than two (2) weeks after each meeting and filed in accordance with any requirements of the FOIA.

3-5. Quorum. At any meeting of the Policy Board a majority of the members will constitute a quorum for the transaction of business. In the event of a quorum not being present, a lesser number may adjourn the meeting to some future time.

3-6. Voting. Except as otherwise provided by the Bylaws, the vote of a majority of the members present is required to approve any motion.

ARTICLE IV: BRRFOC Executive Officer

4-1. Executive Director. The Executive Director engaged by the Policy Board shall be the chief executive officer of BRRFOC, and in his or her absence, the acting President shall fulfill that position.

4-2. The Executive Director shall represent the interests of the Participating Municipalities with regard to the Agreement. The Executive Director shall be responsible for preparing executing the day to day management of BRRFOC including the preparation of agendas and minutes of Policy Board meetings and related administrative duties, preparation and presentation of a proposed budget to the Policy Board, providing quarterly financial statements to the Policy Board, serving as liaison for the Municipalities and assist with matters of environmental compliance, solid waste management, advocacy, and related tasks supporting the efforts of chief executive officers of the Municipalities.

Article V: Budget, Revenues and Expenditures

5-1. The Policy Board shall adopt an annual operating budget prior to the start of the Fiscal Year which shall contain estimated expenditures and income for the next fiscal year and may include estimated surpluses and reserves for capital and nonrecurring expenditures.

5-2. The Municipalities shall pay their proportionate share of costs and current expenses necessary for the operation and management of the BRRFOC as delineated in the adopted Fiscal Year operating budget. The costs and expenses of furnishing and providing the services, personnel, facilities, equipment, other property or resources shall be prorated based upon the proportion of each town's residential municipal solid waste delivered in the immediately preceding calendar year for the subsequent Fiscal Year Annual Budget, or prorated as otherwise determined by the Policy Board, which shall fix the date or dates of payment of such costs and expenses during each fiscal year. The Policy Board may provide special, out of the ordinary services as requested by a constituent municipality, provided the cost of such services is borne entirely by said municipality.

5-3. Expenditures of the BRRFOC shall not exceed the funds allocated by the approved budget. The BRRFOC may receive funds from the Municipalities for necessary expenditures. The BRRFOC may transfer any unexpended balance of any line item or items included in the budget to any other line item or items.

5- 4. The fiscal year of the BRRFOC shall begin on July 1, and end on June 30 of the following calendar year.

ARTICLE VI: Miscellaneous

6-1. Arbitration: All disputes between the parties to this Agreement shall be first mediated and if not resolved, arbitrated. Either party can ask for mediation in which case arbitration of the dispute shall be deferred until the mediator determines an impasse has been reached. Arbitration may be done under the auspices of a private alternative dispute resolution organization located within Middlesex or Hartford Counties and all costs and expenses of the arbitration shall be awarded by the arbitrator. All decisions of the arbitrator shall be binding and final and not subject to appeal to the courts of Connecticut. All expenses of mediation shall be borne equally by the parties.

6-2. Indemnification: Each constituent municipality shall obtain indemnification of itself and the officials, including any designee as defined by Section 3-2 of this Agreement, officers or employees hereunder, to the extent required by Conn. Gen. Stat. Sec. 7-101a by means of insurance or otherwise against any losses, damages, or liabilities arising out of the receiving, obtaining, furnishing, or providing of services, personnel, facilities, equipment, or any other property, or resources, pursuant to this Agreement.

6-3. Separability: If any provision, Section, Article or clause of this Agreement, or the application of any such provisions, Section, Article or clause, to any person, or circumstances, shall for any reason be held invalid, the remainder of this Agreement shall not be affected thereby and the application of such provision, Section, Article, or clause to persons, or circumstances, other than those as to which it shall have been held invalid, shall not be affected thereby.

Article VII: Definitions

As used in this Agreement, the following terms shall be given the meanings as defined herein:

“Acceptable Recyclables” means items designated as items required to be recycled under regulations adopted by the Commissioner of Energy and Environmental Protection pursuant to Conn. Gen. Stat §22a-241b or as otherwise required to be recycled by statute.

“Acceptable Solid Waste” means mixed household solid waste and commercial solid waste generated within the boundaries of one or more of the Municipalities (including trash, refuse and garbage), other than Recyclable Materials, which has the characteristics of Solid Waste and which is (i) normally collected or disposed of by householders or other residents and by churches, schools and other municipal buildings (which for purposes of this Agreement shall be deemed to be household waste) or by commercial businesses, and (ii) permitted under then Applicable Law

to be accepted at the Delivery Point, processed at the Designated Facility and/or disposed of at a Landfill, and which is not Unacceptable Waste or Recyclable Materials or Acceptable Bulky Waste.

"Agreement" means this restated inter-community agreement between the Municipalities.

"Bristol Resource Recovery Facility Operating Committee" or "BRRFOC" shall mean the political subdivision of the state of Connecticut formed by the Municipalities pursuant to this Agreement and Conn. Gen. Stat. Sections 7-339a-1 and 22a-221a.

"Conn. Gen. Stat." shall mean the Connecticut General Statutes.

"Costs" shall mean all costs, or expenses, which are, or shall be incurred by the BRRFOC, or its employees and agents, under this Agreement, in connection with the receiving, obtaining, providing, or furnishing of services, personnel, facilities, equipment, other property or resources, or the performance of any of the functions or activities contemplated by this Agreement.

"Inter-community agreement" means the agreement dated as of August 1, 1985, by and among the towns and cities of Bristol and New Britain and the towns of Berlin, Burlington, Plainville, Plymouth, Southington, and Washington, as such agreement has been amended to include the towns of Wolcott, Warren, Hartland, Branford, Seymour, and Prospect and subsequently amended from time to time.

"Hazardous Waste" means any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics is deemed to be a hazardous waste pursuant to Conn. G.S. § 22a-115 and Regulations of Connecticut State Agencies § 22a-449(c)-101. With regard to materials or substances which are not Hazardous Waste as of the Effective Date of this Agreement, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine, that such materials or substances are hazardous, then such materials or substances shall be considered Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

"Mixed Municipal Solid Waste" means municipal solid waste that consists of mixtures of solid waste which have not been separated at the source of generation or processed into discrete homogeneous waste streams such as glass, paper, plastic, aluminum or tire waste streams provided such wastes shall not include any material required to be recycled pursuant to section 22a-241b of the Connecticut General Statutes.

"Municipalities" shall mean the Cities and Towns of Berlin, Branford, Bristol, Burlington, Hartland, New Britain, Plainville, Plymouth, Prospect, Seymour, Southington, Warren, Washington, and Wolcott.

"Municipality" shall mean any single one of the Municipalities.

"Municipal Solid Waste" means solid waste from residential, commercial, and industrial sources.

"Policy Board" means the legislative body of the BRRFOC constituted by the Municipalities to consider matters relating to this Agreement.

“Recycling” means the processing of solid waste to reclaim materials there from.

“Recycling facility” means land and appurtenances thereon and structures where recycling is conducted, including but not limited to, an intermediate processing center as defined in section 22a-260 Connecticut General Statutes.

“Solid Waste” means unwanted or discarded solid, liquid, or semisolid or contained gaseous material excluding solid waste consisting of incidental amounts of recyclable solid waste, significant quantities of hazardous waste as defined in section 22a-115 of the Connecticut General Statutes, land clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal.

[signature lines to be included]

OFFICE OF THE TREASURER

BRANFORD, CONNECTICUT

Item #5

1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405



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

Date: February 20, 2020

To: Joseph Mooney
Board of Finance

From: James Finch
Finance Director

Re: Land Acquisition Fund/Crescent Bluff Settlement

RECEIVED
2020 FEB 21 A 10:03
TOWN OF BRANFORD, CT
OFFICE OF THE TREASURER

I am writing on behalf of the First Selectman to request an appropriation from the general fund into the land acquisition fund to provide additional resources for the Crescent Bluff land purchase. My understanding is that the purchase is a required condition of the settlement.

As the Board may recall, a transfer of \$175,000 was made into the land acquisition fund last August for fiscal year 2019. As the year came to a close the transferred funds flowed to fund balance. This current request includes an appropriation into the fund for \$25,000 from the general fund coupled with a request to appropriate out the land acquisition fund balance.

I anticipate the Selectman will expand on the details of the settlement during your meeting. Therefore, my letter will solely focus on the actions that require your approval.

Required Actions:

If the Board concurs with the First Selectman's approach the following actions are required:

- Increase the transfer out line item in the general fund for transfer into the land acquisition fund.
- Create an appropriation in the land acquisition fund for the total purchase amount.

General Fund Transfer

From		
10149040-588802	Contingency	\$25,000
To		
10150000-599123	Transfer Out Land Acquisition	\$25,000

Land Acquisition Fund

Resolved: The Board of Finance recommends to the RTM an appropriation of \$200,000 in the Land Acquisition Fund. This appropriation will be funded through an appropriation from fund balance and transfer from the general fund.

Increase		
73541020-490010-xxxx	Transfer In	\$25,000
73590000-480296-xxxx	Fund Balance Transfer	\$175,000
Increase		
73541020-579610-xxxx	Land Acquisition	\$200,000