

# Office of Tax Collector

# Item #10

TOWN OF BRANFORD  
TOWN HALL DRIVE, P.O. BOX 136, BRANFORD, CONNECTICUT 06405

ROBERTA GILL-BROOKS  
Tax Collector



TEL: (203) 315-0672  
FAX: (203) 315-3334  
www.branford-ct.gov

Email: rgbrooks@branford-ct.gov

Date: August 26, 2020  
To: Joseph Mooney, Chairman  
Board of Finance  
From: Roberta Gill-Brooks, Tax Collector  
Re: Tax Collector – Budget Transfer FY 2020

RECEIVED  
2020 AUG 27 4 11:01

I am requesting the following FY 2020 transfers be placed on the agenda for the Board of Finance August 31<sup>st</sup>, 2020 meeting.

From:		
10141070 / 517000	REGULAR WAGES & SALARIES	(1,693)
To:		
10141070 / 533300	PROFESSIONAL DEVELOPMENT	743
10141070 / 555305	ONLINE SERVICES	950
	TOTAL	1,693

With the retirement of our most senior staff person I thought more training of the QDS tax software was warranted. To that end we asked QDS to come on site for a more in-depth training for myself and the Assistant Tax Collector. This training covered many areas including month and year end procedures, sewer assessment billing processes and the preparation of various reports.

The online services account is used to pay for the cost of Lexis-Nexis (Accurint) and our online tax payment platform Invoice Cloud. After the FY 20 budget was adopted we were notified by Lexis-Nexis the monthly minimum for the service was increasing from \$30 to \$150 per month which is why the transfer is required.

There is money available to cover these transfers due to a vacancy in the tax department.

Thank you for your consideration.

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: August 26, 2020  
To: Joseph Mooney  
Chairman, Board of Finance  
From: James P. Finch  
Finance Director  
Re: Resolutions – Animal Shelter Renovation.

RECEIVED  
2020 AUG 28 P 2:55

I attach for your review and consideration two resolutions which relate to the renovation request for the Animal Shelter. The first resolution was prepared by bond counsel creating the authorization and appropriation for the full (gross) cost of the project. The second resolution is an appropriation from the Animal Shelter's fund balance account which when combined with grants and donations further reduces the town's borrowing requirements.

**Required Actions:**

Approve the attached resolution creating an appropriation for \$2.895 million. You may also request a motion to waive the full reading.

Approve the following resolutions and transfer to increase the current year budget for the Animal Control Fund to allow for an appropriation from fund balance into the Municipal Facilities Fund.

**Animal Control Fund**

Increase:		
20690000-480296	Fund Balance	100,000
Increase:		
20642060-599124	Transfer Out Municipal Facilities Fund	100,000

**Municipal Facilities Fund**

Increase:		
72090000-480296-xxxx	Transfer In	100,000
Increase:		
72042060-533950-xxxx	Animal Shelter Renovation & Expansion	100,000

**Resolved:** That the Board of Finance recommends to the RTM a transfer out of \$100,000 to the Municipal Facilities Fund to fund a portion of the animal shelter renovation. This transfer out will be funded from the Animal Control Fund's undesignated fund balance and increase the Fiscal year 2021 Animal Control Fund budget from \$367,026 to \$467,026.

Cc J. Cosgrove  
I. Burban  
L. Arpin

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2020 JUN 29 P 1:13

BRANFORD TOWN OFFICE  
100 STATE STREET  
BRANFORD, CT 06405

Mr. Joseph Mooney-Chairman  
Board of Finance  
3 Pondview Terrace  
Branford, CT 06405

Dear Mr. Mooney,

I write as a follow up to your last meeting in which we discussed the needs and scope of the animal shelter renovation (see attached letter). As the Board may recall, our plan was to convene the members of our capital campaign group and commission members as well as town staff to develop estimates that we could present for consideration. Please find below a table which outlines the expenses and sources of funds.

Item	Total	Debt	Other (1)	Animal Control Fund Balance
Construction	1,875,000	1,045,000	730,000	100,000
Site development	175,000	175,000	-	
Contingency	240,000	240,000		
Energy Star	90,000	65,000	25,000	
Professional Services	260,000	260,000		
Surveying	5,000	5,000		
FF & E	250,000	250,000		
	<hr/> 2,895,000	<hr/> 2,040,000	<hr/> 755,000	<hr/> 100,000

(1) Grants and Donations

I ask that you place this on your agenda for consideration and I will make available members of the capital campaign to respond to any specific questions or concerns.

Thank you for your time and consideration.

Sincerely,

Laura Burban  
Director of Dan Cosgrove Animal Shelter  
Town of Branford



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2020 JUL 23 P 1:43

BRANFORD TOWN OFFICE  
100 STATE STREET  
BRANFORD, CT 06405

July 8, 2020

Mr. Joseph Mooney-Chairman  
Board of Finance  
3 Pondview Terrace  
Branford, CT 06405

Dear Mr. Mooney

As you are aware from previous meetings, the commission is seeking an appropriation to expand and upgrade the existing shelter facility. This project has the support of the First Selectman, and will enable the commission to effectively address critical improvements, adapt the facility to allow social distancing, address the growing operating needs of the community, while providing the exceptional service and programs our community deserves.

### **Background**

The construction of the current facility was the result of a community coming together for a common purpose almost 20 years ago. Back then, many volunteers working with businesses, residents, state and local officials raised private donations and grants as seed money for the shelter. The Town built the current shelter, which is supported financially by North Branford. The shelter provides significant animal control, education, outreach and adoption services to Branford and North Branford. It is a unique feature on the shoreline, drawing supporters from many towns.

This expansion and renovation will also ask community members from Branford, North Branford and the wider Shoreline to support the project. It is anticipated that these efforts will significantly reduce the town's borrowing needs.

The shelter currently has many challenges:

- Crowded entry area for animals, children and the community. Potential for aggressive or sick animals to be in contact with the public. No possibility of social distancing.
- Animal crowding in hallways, offices, kitchen, bathroom.
- Inadequate ventilation, causing animal sicknesses to circulate to animals and humans. Insufficient environment for staff, volunteers and the community.
- Overcrowded kennels without proper acoustical paneling, HVAC or comfortable space for animals and humans.
- Limited quarantine space and inadequate housing for potentially rabid animals. No easy way for vets to visit the shelter and care for animals, causing costly trips to vet offices.
- No pet adoption visiting rooms, so animal introductions happen in hallways or the parking lot.
- Limited storage for donations and needed supplies. No space to operate the pet food pantry.
- Limited space that causes the shelter to turn away volunteers, school groups, etc.

- No space for animal camp, pet services, animal education.
- No private space to conduct animal abuse investigations, interviews the parties, or write reports.
- Limited outdoor areas for animal recreation and a confusing driveway that creates safety hazards for the public.

In addition, in the face of the coronavirus and accompanying economic challenges, the shelter is seeing a much higher rate of animal abandonment, causing its operations and space requirements to swell. The physical space is busting at the seams at the moment and that is likely to get much worse in the coming months/years, as our community continues to rely on the shelter for animal care, supplies, pet food, rabies clinics, spay/neuter clinics, etc.

### **Purpose**

The building will roughly double in size – it will be better equipped to serve animals and people; better able to promote animal health, human and animal safety, and adoptions; and will create tremendous efficiencies (visiting vets, more volunteers, ventilation). There will be two entrances – one for the adopting public and one for Animal Control Officers, veterinarians and sick animals. The entrance for the public will showcase the animals available for adoption, with visible cat play areas and screens displaying photos of animals available for adoption in the lobby. Off the lobby, there will be a community education and training room that will allow the shelter to host animal clinics, conduct volunteer training, welcome school groups, etc.

The new space will also feature three pet visiting rooms, where people can safely get to know animals one-on-one before adopting. There will be expanded cat rooms, as well as additional critter space to house bunnies, guinea pigs, snakes, ferrets, and more. Dog kennels will be upgraded and renovated to create a less prison-like setting, and there will be air conditioning, so dogs are not endangered during hot summer months.

There will be a wellness wing, accessible only to staff and medical professionals. It will feature added quarantine space, dedicated pregnant and newborn cat space, a medical exam room for visiting vets, and new ventilation to contain infection. There will be added storage, a place for our free pet food pantry, a redesigned laundry and grooming area, a small barn for outdoor animals, a shower for decontamination, and space for Animal Control Officers to conduct cruelty investigations out of the public view.

### **Budget Development**

We anticipate the project cost to be \$2.5 - \$2.9 million, including contingency and soft costs. The impact to the taxpayer will be offset by private grants, donations, pledges, and animal shelter fund balance. We also anticipate North Branford will fund 30% of the principal and interest costs once the project is financed. We continue to work with the architect and town staff to refine these estimates.

## **Other Considerations**

We acknowledge that the expansion and renovation of the Animal Shelter could have an impact on utilities. To address this, we are looking at ways to offset and reduce the potential for increasing utilities by pursuing high building performance standards where applicable and by utilizing energy efficient technology and renewable energy, if appropriate. By leveraging grants and incentives our goal is to diminish the incremental gap in the project cost making these aspects economic. By considering a whole system approach and high building performance standards in the design of the building, we can significantly reduce our future operating costs, conserve utilities & resources and create a healthy, comfortable indoor environment for staff, visitors and our animal guests.

This project is not likely to affect staffing however if in the future another town wanted to regionalize with us that could impact staffing needs. The increased space will allow us to welcome more volunteers (we have a volunteer waiting list) and will allow many activities that are currently housed elsewhere to come in-house, saving money and time (e.g., animal camp, vet office visits). We will explore every opportunity to conserve energy at our facility and will continue our robust fund raising efforts to help support our activities.

## **Conclusion**

The shelter is a vital resource for animals and people. It is currently unsafe, crowded and poses health risks to animals and people. In the face of coronavirus and the current economic challenges, the shelter will need modification to allow it to provide safe services and address a growing demand. We believe that the expansion and renovation of the shelter is in the best interest of the communities and residents that rely on our programs, services and facility.

I, along with my commission, will be in attendance at your meeting to present this item and to address any questions or concerns you may have.

Thank you for your time and consideration.

Sincerely,

Laura Burban  
Dan Cosgrove Animal Shelter Commission  
Director of Animal Shelter  
Town of Branford

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: August 3, 2020  
To: James Cosgrove, First Selectman  
Board of Selectmen  
From: James P. Finch, Director of Finance  
Re: Animal Shelter Agreement

A handwritten signature in black ink, appearing to be "JP Finch", written over the "From:" line of the memo.

2020 AUG 27 P 1:22

**Background:**

As you are aware, the Town of Branford is under an intergovernmental agreement to provide animal control services to the Town of North Branford. The agreement dates back to February 2005 and was amended in 2013.

**North Branford Proposal to Amend the 2013 Agreement:**

North Branford approached the town this past winter with a request to revise the cost sharing formula from gross expenditures to net expenditures. This request was a result of North Branford covering 30% of the costs of Branford's animal camp without consideration for the fees collected to operate the camp.

**North Branford's Impact on Branford and Branford's Counter Offer.**

Using our last invoice to North Branford, which was based on FY 2019 operations, we determined the impact on Branford to be a loss of \$23,512. We informed North Branford officials that we could not support their request and as an alternative we suggested changing the formula to net expenditures and to use an allocation based on population (per capita). Acknowledging this would result in a revenue loss, albeit a smaller amount of \$10,463, we asked that Branford be held harmless by freezing the FY 2019 contribution until such time as North Branford's share of costs exceed the FY 2019 amount of \$130,813.

North Branford accepted our counter offer which is incorporated in the attached amendment to the intergovernmental agreement.

**MAYOR**  
ROBERT VIGLIONE

**DEPUTY MAYOR**  
THOMAS ZAMPANO

**TOWN MANAGER**  
MICHAEL T. PAULHUS



**COUNCIL MEMBERS**  
ROSE MAIRE ANGELONI  
MARIE E. DIAMOND  
MICHAEL J. DODDY  
JOSEPH E. FAUGHNAN  
WALTER GOAD  
LOU PATERNOSTER  
RONALD PELLICCIA, JR.

## TOWN OF NORTH BRANFORD

TOWN HALL, 909 FOXON ROAD, NORTH BRANFORD, CONNECTICUT 06471  
TOWN MANAGER (203) 484-6000 TOWN HALL FAX (203) 484-6025

### AGENDA TOWN COUNCIL MEETING OF NORTH BRANFORD, CONNECTICUT

NOTICE: In accordance with Governor Lamont's Executive Order 7B Regarding the COVID-19 Pandemic, this meeting will be held remotely and with in-person attendance limited to 25 people per State guidelines. All attendees must follow social distancing guidelines and wear masks.

**Tuesday, July 21, 2020**

**Town Council Chambers  
7:00 p.m.**

**Salute to the Flag**

1. Roll Call
2. Minutes of Previous Meeting:
  - a. July 7, 2020 WPCA & Town Council minutes
3. Town Manager's Report:
  - a. COVID-19 Update
  - b. STEAP Funding
  - c. Review of Department Budgets – Fiscal Year End
  - d. Update - NBIS Brickwork Project
4. Citizens' Statements and Petitions and Correspondence
5. Resignation & Appointments:
6. Old Business: Discussion and Action:
  - a. Discussion on RFQ/P for NB Police Facility-Architectural/Engineering Service (Tabled from July 7, 2020)
  - b. Discussion of Solar Power Project with Citrine Power (Tabled from June 16, 2020)
  - c. Review and Approval of Bid #2 2020-2021 Specifications for Replacement of Burnham Cast Iron Section of the boiler for North Branford Auditorium (Tabled from July 7, 2020)

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2020 JUL 27 P 1:21



Agenda

- 7. New Business: Discussion and Action
  - a. Review and Approval of bid specification for bid #3 2020-21 New Roof or Limited Roof Repair for the North Branford Police Department
  - b. Review and Approval of bid specification for bid #4 2020-21 Fence for Parks & Recreation
  - c. Discussion and Action on Revision of Animal Control Agreement with the Town of Branford
  - d. Appropriation Transfers FY 2019-20
  - e. Contingency Transfers FY 2019-20
  - f. Contingency Transfers FY 2020-21

8. Citizens' Statements and Petitions:

9. Executive Session: Fire Leases and Pension

10. Adjournment:

**\*PUBLIC PARTICIPATION: Limited to 25 people in-person; also via Facebook @ [www.facebook.com/totoketty](https://www.facebook.com/totoketty) or email comments to: [public-comments@townofnorthbranfordct.com](mailto:public-comments@townofnorthbranfordct.com)**



*Minutes*

Town Council July 21, 2020

Deputy Chief Lovelace indicated that, without the fiber, it does not make sense .

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Councilor Goad asked if a patch is possible.

2020 JUL 27 P 1:22

Deputy Chief Lovelace indicated that the entire roof is overdue. The suggestion by the Department depends upon the decision regarding a police station building.

Councilor Pelliccia believes that this is why the roof is being bid with the option to build as new or roof repair.

Councilor Doody believes that areas should be sealed and bids can be done based on visits. Whoever is able to make it to the site, makes a bid.

Deputy Chief Lovelace indicated that the Police Department would make all necessary precautions, as requested by the Town Council.

The Council agreed that sealing the area off to allow prospective bidders the opportunity to provide bids makes the most sense.

Councilor Doody indicated that this can be added to the bid.

Town Manager Paulhus indicated that this will be discussed. The communication systems, as well as the safety of the Police Department needs to be considered. It can be made mandatory that the bids are done during the same time as a pre bid conference. A prebid/pre roofing conference can be done as well.

**Motion:** Councilor Doody moved, seconded by Councilor Pelliccia to approve bid #3 2020-21 New Roof or Limited Roof Repair of the North Branford Police Department.

**Discussion:**  
With all in favor, the motion passed.

- b. Review and Approval of bid specification for bid #4 2020-21 Fence for Parks and Recreation

**Motion:** Councilor Diamond moved, seconded Councilor Paternoster to approve bid #4 2020-21 for the Fence for Parks and Recreation.

**Discussion:**  
With all in favor, the motion passed.

- c. Discussion and Action on Revision of Animal Control Agreement with the Town of North Branford

Town Treasurer/Finance Director Esposito indicated the new formula calculates our share as a percentage of net operating cost. The agreement is that the amount received will remain at \$130,813 until the formula dictates a higher number. The formula is based

*Minutes*

on the net operating cost, which includes the revenue obtained from camp, adoptions, and such, will be considered for North Branford.

**Motion:** Councilor Doody moved, seconded Councilor Diamond that the North Branford Town Council approves the revised Intergovernmental Agreement for Animal Control Services with the Town of Branford and authorizes the Town Manager to execute the document. Furthermore, the Town Council instructs the Town Manager to forward to the Branford First Selectman.

**Discussion:** None.  
**With all in favor, the motion passed.**

d. Appropriation Transfers FY 2019-2020

The Transfers have been discussed to capture and relocate for capital projects, which will be delineated in the August meeting (possibly September).

The larger ones include Public Works Department truck reserve and the redesign of the shop area to create an office; and the Parks and Recreation Department's repairs to Northfarms Park, the POCO Festival grounds and replacing the gym floor with a more cleanable floor in response to COVID-19.

**Motion:** Councilor Diamond moved, seconded by Councilor Doody to approve the appropriation transfers FY 2019-2020.

**Discussion:** None.  
**With all in favor, the motion passed.**

e. Contingency Transfers FY 2019-2020

Councilor Diamond asked if the additional \$8k for the tower is added to the \$10k.

Town Treasurer/Finance Director Esposito indicated yes and that the total is \$29k. A portion was transferred, but doesn't say we are paying it, but if needed, the money is available to pay.

Councilor Diamond commented that this is a lot more than in the past.

Councilor Doody responded that the Town is taxing them a lot more than in the past.

**Motion:** Councilor Diamond moved, seconded by Councilor Doody to approve the contingency transfers FY 2019-2020

**Discussion:**

Councilor Angeloni asked if the motion made was the motion stated in the packet.

Town Treasurer/Finance Director Esposito answered that it is.



RESOLUTION APPROPRIATING \$2,895,000 FOR THE RENOVATION AND EXPANSION OF THE BRANFORD ANIMAL SHELTER AND AUTHORIZING THE ISSUE OF \$2,895,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

RECEIVED  
2008 AUG 22 P 12:05

Section 1. The sum of \$2,895,000 is appropriated for the planning, acquisition and construction of the renovation and expansion of the of the Branford Animal Shelter, including engineering, consultant fees, equipment, administrative, printing, legal and financing costs related thereto, or so much thereof or such additional improvements as may be accomplished within the appropriation. The appropriation shall be inclusive of grants and capital campaign funding contributions.

Section 2. The total estimated cost of the project is \$2,895,000 and is expected to be paid from an estimated \$730,000 to be raised for the project pursuant to a capital campaign of public contributions, \$25,000 energy rebates, \$100,000 fund balance, and the bonds authorized herein.

Section 3. To meet said appropriation, \$2,895,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by the First Selectman and the Town Treasurer (the First Selectman and the Town Treasurer hereinafter the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount necessary to provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and income derived from the investment of proceeds from bonds issued pursuant to this resolution (and net investment income derived from the investment of note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid there from, provided that such expenditures shall be applied against the appropriation, and the bond authorization shall be reduced by the amount of capital project revenues so credited. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials and be approved as to their legality by Bond Counsel. They shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and shall be

paid from property taxation to the extent not paid from other funds available for the payment thereof. The aggregate principal amount of the bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds, shall be determined by the Town Officials, in accordance with the General Statutes of the State of Connecticut, as amended. In order to meet the capital cash flow expenditure needs of the Town, the Town Officials are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the Town outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 4. Said bonds shall be sold by the Town Officials in a competitive offering or by negotiation, in their discretion. If sold at competitive offering, the bonds shall be sold upon sealed proposals, auction, or similar competitive process at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds.

Section 5. The Town Officials are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Bond Counsel, and be certified by a bank or trust company designated by the Town Officials, pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and shall be paid from property taxation to the extent not paid from other funds available for the payment thereof. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town (the "Issuer") hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and after the date of passage of this resolution in the maximum amount and for the capital project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project,

or such later date the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.

Section 7. The Town Officials are hereby authorized to exercise all powers conferred by section 3-20e of the general statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.

Section 8. It is hereby found and determined that it is in public interest to issue all, or a portion of, the Bonds, Notes or other obligations of the Town as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The First Selectman and the Treasurer are hereby authorized to issue and utilize without further approval any financing alternative available to municipal governments pursuant to law including but not limited to any "tax credit bonds" or "Build America Bonds" including Direct Payment and Tax Credit versions.

**EMPLOYMENT AGREEMENT OF JOHN ALVES  
AS  
DEPUTY CHIEF OF POLICE FOR THE TOWN OF BRANFORD, CONNECTICUT**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2020 by and between the Town of Branford ("the Town") acting herein through its Board of Police Commissioners (the "Commission") and John Alves ("Alves" or the "Deputy Chief"); collectively the "Parties".

WHEREAS, the Town desires to continue to employ John Alves as its Deputy Chief of Police and John Alves desires to continue to serve in said capacity, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**Section 1. Term of Agreement**

Except as otherwise provided herein, the term of employment under this Agreement shall commence on ~~June 26, 2019~~ after approval by the Board of Selectmen/Board of Finance and end on July 30, 2025, unless extended in writing by the parties hereto.

**Section 2. Duties and Responsibilities**

The duties and responsibilities of the Deputy Chief are set forth in Rule III of the Rules and Regulations of the Branford Department of Police Services, as amended. The Deputy Chief agrees to perform such duties and to perform other legally permissible and proper duties and functions as the Commission may assign. The Deputy Chief agrees that he will not work in any other position or retain other employment, voluntary or paid, during the term of this Agreement without prior approval of the Chief of Police.

**Section 3. Compensation and Annual Review**

The Deputy Chief will be paid based upon a Base Salary of \$117,878.02 through FY 2019-20 in bi-weekly direct deposit installments, less any benefit and tax withholding requirements.

There shall be an annual performance review of the Deputy Chief by the Chief to measure the Deputy Chief's attainment of his goals and objectives and his overall job performance. The Commission may then, in its discretion, recommend that the Base Salary be increased in subsequent fiscal years in consideration for the due and full performance by the Deputy Chief of his duties and responsibilities hereunder.

The Deputy Chief understands and agrees that the Base Salary set forth above, and for each subsequent fiscal year, including any other payments made by the Town to the Deputy Chief, unless terminated in accordance with Section 6 – Termination of employment, is contingent upon annual approval of the Board of Finance and the Representative Town Meeting ("RTM").

## **Section 4. Fringe Benefits**

### **A. Life Insurance**

The Town shall provide and pay for term life insurance in the amount of \$100,000.

### **B. Medical and Dental Insurance**

The Town will provide a \$2,000/\$4,000 HDHP. The Town will then contribute 50% of applicable deductible to the Deputy Chief's HSA for either single coverage or single plus one or family coverage in July of each fiscal year. The Deputy Chief must be enrolled in the HDHP for the entire plan year. If the Deputy Chief chooses to be covered by the HDHP, but legally cannot have a HSA, the Deputy Chief will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning the Deputy Chief will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.

If the Deputy Chief chooses to be covered by the Century Preferred \$25 Co-Pay Plan ("PPO"), the Deputy Chief can "buy-up" to the PPO plan, meaning the Deputy Chief will pay the difference between what the Town is contributing towards the HDHP (deductible and premium) and the cost of the PPO plan.

The Town of Branford may provide medical, prescription drug and dental benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are reasonably equivalent to the plans set forth herein. All references to specific vendors will be made generic. The Deputy Chief will be notified of any change in carrier or plan administration thirty (30) days prior to said change or as soon as practicable.

The Deputy Chief shall pay the premiums/allocation rates associated with said plans equal to the applicable premium/allocation share being paid by sworn police officers, as set forth in the collective bargaining agreement between the Town of Branford and the current police union.

### **C. Health Insurance Waiver**

The Deputy Chief may elect to waive, in writing, the health insurance coverage referenced above in Section 4, Paragraph B and in lieu thereof may receive an annual payment from the Town of \$2,000 for waiving coverage for each fiscal year during which the Deputy Chief continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$1,000 in December and in June of each fiscal year and will be subject to normal employment tax withholding and deductions. To receive such payment, the Deputy Chief must complete and submit a form provided by the Town no later than June 1<sup>st</sup> of each fiscal year indicating his intent not to participate in the Town-provided insurance coverage. Further, the Deputy Chief must present evidence to the Town that he and his family are covered under another insurance program.

The Deputy Chief may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Director of Human Resources or her designee in writing:

Employment Agreement John Alves



1. Involuntary termination of the alternative health benefits plan coverage;
2. Ineligibility of the Deputy Chief and/or dependent(s) under the alternative plan;
3. The Deputy Chief acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. If the Deputy Chief is reinstated to insurance coverage provided by the Town, he shall reimburse the Town by payroll deduction the prorated share of any waiver payment made.

#### D. Holidays

The Deputy Chief shall receive the following holidays:

July Fourth Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Memorial Day
Veterans Day	Lincoln's Birthday
	Washington's Birthday
Thanksgiving Day	Good Friday
Christmas Day	Easter Day

#### E. Vacation

The Deputy Chief shall receive twenty-five (25) paid vacation days each fiscal year. The Deputy Chief must gain prior approval from the Chief or his/her designee before taking vacation. The Chief or his/her designee may not unreasonably withhold approval of said time. If the Deputy Chief does not use all of the allotted vacation in a fiscal year, he may request approval from the First Selectman or the Director of Human Resources to carry over a maximum of ten (10) vacation days into the next fiscal year. Approval of a request to carry over vacation shall be made in consultation with the Chief before approval is given. Vacation days that are carried over must be taken by September 30<sup>th</sup> of that fiscal year. No payment will be made for unused vacation days. The Director of Human Resources or her designee must receive documentation within fourteen (14) days of all vacation days taken.

#### F. Sick Time

Effective July 1<sup>st</sup> of each year, the Deputy Chief is entitled to fifteen (15) sick days during the fiscal year (July 1 through June 30). Unused sick days may accumulate to a maximum of one hundred thirty (130) days. Up to and including forty (40) accrued sick days addressed in this paragraph may be paid out upon retirement, termination of this Agreement or death. All other accrued sick time may only be used for personal illness, illness of his immediate family (spouse or child) or non-service-connected disability. Sick days may not be used during the retirement or termination of this Agreement notice period.

The Chief or his/her designee may request a medical certificate of illness from either the Deputy Chief's physician or a physician designated by the Town when either the Chief or his/her designee believes that the Deputy Chief is abusing sick day allowances. The Director of Human Resources or her designee must receive documentation of all sick, personal and vacation days taken by the Deputy Chief within fourteen (14) calendar days of the date taken.

#### G. Retirement Benefits

The Deputy Chief is entitled to the retirement benefits in effect for current police officers based upon his hire date with the Town.

#### H. Vehicle

The Town of Branford shall provide an unmarked motor vehicle for the Deputy Chief's exclusive use during his employment with the Town. The Town shall be responsible for purchasing, insuring, equipping with police equipment, maintaining and repairing the Deputy Chief's vehicle. The Deputy Chief shall not permit his spouse, dependent, or any unauthorized person to drive or use said automobile and the Deputy Chief shall not use the vehicle for transport to vacation locales. Out of state personal use of the vehicle may only be allowed with prior approval, in writing, from the Chairman of the Police Commission or his/her designee. Such approval will not be unreasonably withheld. The Town shall not be liable for the loss or damage of any personal property transported in the vehicle. The Deputy Chief shall be responsible for maintaining any required records of use of the vehicle and will be required to pay taxes as a result of his personal use of the vehicle in accordance with applicable federal and/or state tax laws.

#### I. Uniform

The Deputy Chief shall be responsible for the maintenance, repair and replacement of his uniform. The Town shall provide the Deputy Chief with a clothing allowance in the amount of \$1,700 for each fiscal year employed pursuant to this Agreement

#### J. Personal Leave Days

The Deputy Chief shall be entitled to two (2) personal leave days in each fiscal year to be used at his discretion. Personal days may not be carried over into the next fiscal year. The Deputy Chief may choose to exchange in each fiscal year up to three (3) days of paid sick leave for three (3) days of paid personal leave. Said personal days may be taken any time during the fiscal year with the prior approval of the Chief and the Deputy Chief must notify the Director of Human Resources or his/her designee within fourteen (14) calendar days of taking a personal day.

#### K. Funeral Leave

The Deputy Chief shall be granted up to four (4) days funeral leave in the event of the death of a member of his immediate family (mother, father, sibling, spouse, son or daughter). Funeral leave of two (2) days shall be granted in the event of the death of an in-law (mother-in-law, father-in-law, brother-in-law or sister-in-law). One (1) day of funeral leave shall be granted in the event of the death of any other relative if the funeral takes place on a workday.

#### L. Professional and Business Expenses

The Town shall pay for or reimburse the Deputy Chief for reasonable business expenses and training or professional development costs upon prior written approval of the Chief and the Commission and subject to the Town's budgetary constraints.

#### M. Professional Liability

The Town shall insure the Deputy Chief against false arrest suits, on or off duty, but only while acting as a policeman. Such insurance shall be secured with an insurance company authorized to do business in the State of Connecticut. The Town will provide Police Professional Liability insurance at a limit not less than one million dollars and will pay the full cost of the premium. The Deputy Chief agrees to abide by the terms of said policy. The Town further agrees to indemnify the Deputy Chief in accordance with Conn. Gen. Stat. §7-101a.

#### N. Longevity

The Deputy Chief will receive a longevity payment each fiscal year during the term of this Agreement in the amount of \$1,000 to be paid during the first pay period after February 1<sup>st</sup>.

#### M. Education

The Deputy Chief will receive the following payment for college credits earned in Police Science which will be made in one lump sum payment for a Bachelor's degree in the amount of \$575 and a M.S. degree in the amount of \$725. College credit payments shall be made during the first pay period after March 1<sup>st</sup>.

The Town shall pay for the cost of tuition for attending up to a maximum of four (4) courses per fiscal year towards a Master's degree that is related to police department responsibilities. Upon submission of the courses selected by the Deputy Chief to the Chief, the Chief will pay for the courses directly to the university or college. The Deputy Chief must submit verification from the university or college at the end of the semester that he has passed the course. If the Deputy Chief withdraws from the class or does not pass the course the Deputy Chief will be responsible for the cost of the course(s) already paid for by the Town.

### **Section 5. Residence**

The Deputy Chief shall reside within a fifteen (15) mile radius of any border of the Town of Branford.

### **Section 6. Termination of employment**

A) The Town and the Deputy Chief may terminate, amend or extend this Agreement, in writing at any time by mutual agreement.

B) The Deputy Chief may terminate this Agreement by resignation or retirement, giving as much notice as possible, but in no case less than thirty (30) calendar days.

C) The Deputy Chief may be dismissed for just cause. "Just Cause" shall include, but not be limited to:  
Employment Agreement John Alves



(1) inefficiency or incompetence in performing in the capacity of Deputy Chief; (2) engaging in an act of moral turpitude; (3) willful misconduct, malfeasance or negligent conduct in the performance of his duties as Deputy Chief; (4) engaging in conduct that reflects unfavorably upon the Town and which affects Alves's ability to function as the Deputy Chief; and (5) Alves being incapable of fully performing his duties as Deputy Chief for a period in excess of twenty-six (26) weeks out of any 365-day period.

D) This Agreement will be terminated upon expiration of the Term of this Agreement set forth above in Section 1 unless extended by the Parties hereto in writing.

#### **Section 7. Death**

In the event of the death of the Deputy Chief (unless his employment had been previously terminated pursuant to the terms of this Agreement or the expiration thereof) the Deputy Chief's beneficiary, and if none his estate, shall within sixty (60) calendar days from the date of death be paid all accrued but unused vacation.

#### **Section 8. Severability**

In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining provisions hereof shall remain in full force and effect.

#### **Section 9. Governing Law**

This Agreement shall be governed by and controlled in accordance with the laws of the State of Connecticut.

#### **Section 10. Arbitration**

Except for any disciplinary action taken against the Deputy Chief, any other controversy or claim arising out of or relating to a specific provision of this Agreement, or the breach thereof, shall, upon the request of any party involved, be submitted to and settled by the American Arbitration Association (the "AAA") in the State of Connecticut. The Parties shall choose an arbitrator in accordance with the rules of procedure of the AAA. All costs associated with the arbitration hearing shall be borne equally by both parties. The arbitrator's decision shall be binding upon both parties. All such hearings shall be held in New Haven County.

#### **Section 11. Entire Agreement**

This Agreement contains the entire Agreement of the parties with respect to the Deputy Chief's employment by the Town.

\_\_\_\_\_  
James B. Cosgrove

First Selectman  
Town of Branford

Employment Agreement John Alves

\_\_\_\_\_  
John Alves

Deputy Police of Chief  
Branford Police Department

\_\_\_\_\_  
Jill Marcus

Chair of the Branford  
Police Department Commission

## 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: August 27, 2020

To: Joseph Mooney, Chairman  
Board of Finance

From: Kathryn LaBanca, Assistant Finance Director

Re: Budget Transfer FY 2020

RECEIVED  
2020 AUG 28 P 2:58

I am requesting the following transfer be placed on the agenda for the Board of Finance August 31, 2020 meeting.

### Information Technology

<u>From:</u>		
10141190 517000	Wages & Salaries	721
10141190 533300	Professional Development	428
10141190 544375	Hardware	834
10141190 555300	Communications	443
10141190 566900	Other Supplies	1,196
10141190 579200	Software	8,070
10141190 588090	Travel	2,500
10141190 588200	Memberships & Conferences	231
<u>To:</u>		
10141190 544300	Purchased Services	14,423

### Background

Every February our office prepays for the IT Department the PD annual software maintenance contract to NexGen Solutions so that we may take advantage of the 3% prepayment discount which amounts to \$510 per year. Normally every July I journalize that cost to the correct expense account thereby zeroing out the prepaid expense balance sheet account. I realized when I was recording this fiscal year's entry that I had inadvertently forgotten to book the expense last summer when I returned from my family medical leave.

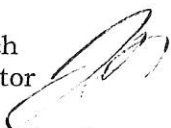
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Date: August 28, 2020  
To: Joseph Mooney  
Chairman, Board of Finance  
From: James P. Finch  
Finance Director   
Re: Transfer FEMA Fund

I attach for your review and consideration a request to transfer \$125,000 from FY 2020 Contingency into the FEMA Fund. As some members may recall, the Board approved the establishment of the FEMA Fund in FY 2012 to account for storms and other disasters. Currently, we are working with two emergencies, COVID 19 and Storm Isais and we anticipate a third event to track pursuant to Thursday's storm. The ultimate costs of these events remains difficult to measure, however, it is comforting that a variety of funding sources are available from state and federal governments. Additionally, the town is in a strong position to meet the financial obligations associated with the local share requirements.

<b>From:</b>		
Account	Account #	Amount
Contingency	10149040-588802	150,000

<b>To:</b>		
Account	Account #	Amount
Operating Transfer Out FEMA	10150000-599122	150,000

Cc J. Cosgrove  
L. Arpin

AUG 28 REC'D

BRANFORD TOWN CLERK

Date: August 27, 2020

To: Joseph Mooney  
Board of Finance

From: Jim Finch  
Director of Finance

Re: Transfers/Budget Adjustments Town Hall/Recreation/Dispatchers

We are requesting the following transfers be placed on the agenda to amend the FY 2020 budget to account for the salary changes pursuant to the collective bargaining agreements for Town Hall, Recreation, and Dispatchers. As the Board may recall, these agreements were not reflected in the various wage accounts when the RTM adopted the FY 2020 budget. These adjustments were, however, incorporated into the FY 2021 budget. These agreements provide wage increases of 2.5% per year coupled with concessions for health benefits.

**General Fund**

FY 2020 Dispatchers

<u>From:</u>		
10149040-588802	Contingency	83,586
<u>To:</u>		
10142010-517000	Wages & Salaries	38,719
10142010-519070	Retroactive Wages	44,493
10142010-519040	Accrued Payroll Expense	374

FY 2020 Town Hall Union

<u>From:</u>		
10149040-588802	Contingency	26,350
<u>To:</u>		
10142010-517000	Wages & Salaries (Police)	2,213
10141040-517000	Wages & Salaries (Finance)	4,005
10141050-517000	Wages & Salaries (Assessor)	4,980
10141070-517000	Wages & Salaries (Tax Collector)	2,576
10141080-517000	Wages & Salaries (Town Clerk)	3,780
10141130-517000	Wages & Salaries (P & Z)	1,186
10141160-517000	Wages & Salaries (Inland Wetlands)	1,309
10143030-599105	Transfer Out Sewer Utility	1,380
10143010-517000	Wages & Salaries (DPW)	1,355
10143040-517000	Wages & Salaries (Solid Waste)	1,174
10143050-517000	Wages & Salaries (Engineering)	2,239
10142010-519040	Accrued Payroll Expense	18
10141040-519040	Accrued Payroll Expense	31
10141050-519040	Accrued Payroll Expense	38
10141080-519040	Accrued Payroll Expense	29
10143010-519040	Accrued Payroll Expense	10
10143040-519040	Accrued Payroll Expense	9
10143050-519040	Accrued Payroll Expense	18

FY 2020 Recreation Union

<u>From:</u>		
10149040-588802	Contingency	11,107
<u>To:</u>		
10141170-517000	Wages & Salaries (GGB)	3,226
10145010-517000	Wages & Salaries (Recreation)	7,796
10141170-519040	Accrued Payroll Expense	25
10145010-519040	Accrued Payroll Expense	60

## Sewer Utility Fund

<u>Increase:</u>		
21090000-490010	Operating Transfer In	1,380
<u>Increase:</u>		
21043030-517000	Wages & Salaries	1,355
21043030-519040	Accrued Payroll Expense	25

**Resolved:** That the Board of Finance recommends to the RTM a transfer out of \$1,380 to the Sewer Utility Fund to fund salary changes pursuant to the collective bargaining agreement for the Town Hall Union. This transfer will increase the Fiscal Year 2020 budget in the Sewer Utility Fund from \$4,535,637 to \$4,537,017.

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Date: August 28, 2020  
To: Joseph Mooney, Chairman  
Board of Finance  
From: James Finch, Director of Finance  
Re: Budget Transfers FY 2020

**RECEIVED**  
AUG 28 REC'D  
BRANFORD TOWN CLERK

I am requesting the following transfers be placed on the agenda for the Board of Finance August 31, 2020 meeting:

**Transfers for Accumulated Sick Payouts (Contractual)**

<u>From:</u>		
10149040-588802	Contingency	34,992
<u>To:</u>		
10141020-519030	Accumulated Sick (Executive)	4,808
10141070-519030	Accumulated Sick (Tax Collector)	1,263
10141170-519030	Accumulated Sick (GGB)	4,783
10143010-519030	Accumulated Sick (DPW)	24,138

This transfer covers the contractually mandated payout of accumulated sick time.

<u>Department</u>	<u>Hours</u>
Executive	96
Tax	40.75
General Government Buildings GGB	160
Public Works	816

**Tax Appeals and Other Legal**

<u>From:</u>		
10149040-588802	Contingency	59,000
10141090-533660	Tax Appeals	40,000
	Total	99,000
<u>To:</u>		
10141090-533550	Legal	85,000
10141090-529420	Expenses and Claims	14,000
	Total	99,000

The request to increase the legal line item is related to a variety of forces. As we have noted in the past, legal costs are routinely incurred in our normal operations; examples include the review of contracts, settlements, insurance/risk management. Additionally, we incur legal costs in response to events or actions in both the current and previous years related to land use, land acquisition, shellfish beds, Parkside Village and eminent domain. As the Board may recall the town engaged Robinson and Cole to represent the town in resolving the conflicts in Crescent Bluff. Payments to Robinson and Cole exceeded \$81,000.

**Municipal Insurance**

This transfer supplements the approved budget for insurance damage of \$75,000 which covers costs associated with damages to town property and deductibles for lawsuits. Currently the account is over budget by \$5,561 which upon approval of the transfer will leave a positive balance of \$9,439. The second transfer covers a shortfall in the property insurance budget. This budget includes coverage for property casualty, auto, public officials, umbrella, marine etc.

<u>From:</u>		
10149040-588802	Contingency	20,000
<u>To:</u>		
10149030-588140	Insurance Damage	15,000
10149030-555200	Property Insurance	5,000

**Special Detail**

Please find below a resolution to increase the FY 2020 Budget to cover police special detail costs. Please note that these costs are ultimately offset through higher than budgeted revenues.



**Resolved:** That the Board of Finance recommends to the RTM an increase in appropriations for the Fiscal Year 2020 General Fund Budget from \$115,908,944 to \$116,119,944. This increase will be funded through increased estimated revenue resulting from special detail receipts.

Increase		
Account	Description	Amount
10142010-420450	Special Wages Police	211,000
Increase:		
10142020-518500	Police Special Detail	211,000

### General Government Buildings GGB

From:	Description	Amount
10141170-517000	Regular Wages	17,400
10141170-518000	Overtime	11,000
10141170-544300	Purchased Services R&M	3,000
10141170-544110	Fuel Oil	27,000
		58,400
To:		
10141170-544100	Utilities	58,400

The transfer to the utility account is required to cover the utility costs of the new Community House located at 46 Church Street. The new facility currently houses the staff and activities of the Recreation Department and Elderly Services. The original budget for this account was \$308,515 and the utility costs for 46 Church Street totaled \$82,757.

### Human Resources

From:	Description	Amount
10141070-517000	Regular Wages	1,800
To:		
10141200-518000	Overtime	1,800

Overtime for various Town Hall departments is budgeted under Human Resources. During FY 2020 a good portion of the overtime paid was applicable to the tax office.

The tax office has gone through a lot of personnel changes in the last couple of years and more recently has been down one full time staff member. Time beyond their normal workday was needed to process payments, refund requests and other administrative tasks.

**Solid Waste**

<u>From:</u>	Description	Amount
10143040-517000	Regular Wages	31,305
<u>To:</u>		
10143040-544353	Material Handling	31,305

Presently, our contract with Murphy Road Recycling states that the Town of Branford has specific rates for recyclables collected. (newspaper, cardboard, bottles and cans, etc.) If any of the loads of containing “acceptable recyclables” material exceed the allowed contamination rate of (5%), the hauler imposes a new, higher fee to dispose of the load. Over the past year, the percentage of loads labeled as “contaminated” has increased resulting a higher cost to dispose of recyclables.

The Town of Branford administration, along with the commission for Municipal Solid Waste and the Department of Public Works, are working together to investigate and develop strategies to improve the quality of the collection. We are in the early stages of reviewing the collection process to determine the areas of improvement.

**Legislative**

<u>From:</u>	Description	Amount
10141020-517590	Elected Official Salaries	275
<u>To:</u>		
10141020-517590	Elected Official Salaries	275

The payroll processed in July 2019 was supposed to be charged back to June but was missed when calculating accrued payroll. Therefore, FY 18/19 ended with a surplus in the account and a shortfall is reflected in FY 19/20 budget. The elected official salary account in the executive budget has a surplus as a result of the lapse in time between the passing of the second selectman and the appointment of his replacement.