

MAYOR  
ANTHONY S. CANDELORA

DEPUTY MAYOR  
MICHAEL J. DOODY

TOWN MANAGER  
RICHARD V. BRANIGAN



COUNCIL MEMBERS

ROSE MARIE ANGELONI  
VINCENT P. CAPRIO  
ANDREW ESPOSITO III  
JOSEPH E. FAUGHNAN  
DONALD J. FUCCI, II  
ALFRED D. ROSE  
JOANNE S. WENTWORTH

# TOWN OF NORTH BRANFORD

TOWN HALL 909 FOXON ROAD, NORTH BRANFORD, CONNECTICUT 06471-1290  
TOWN MANAGER (203)484-6000 FAX (203) 484-6025

## MINUTES OF REGULAR TOWN COUNCIL MEETING OF NORTH BRANFORD, CONNECTICUT

Tuesday, April 19, 2011

Council Chambers

7:00 P.M.

Mayor Anthony Candelora called the meeting to order at 7:05 p.m.

### SALUTE TO THE FLAG

1. ROLL CALL: Present were Mayor Anthony Candelora, Councilor Rose Angeloni, Councilor Vincent Caprio, Councilor Andrew Esposito, Councilor Donald Fucci II, Councilor Alfred Rose, Councilor Joanne Wentworth. Also present were Town Manager Richard V. Branigan and Town Attorney John Gesmonde  
ABSENT: Deputy Mayor Doody and Councilor Faughnan

2. Minutes of Previous Meeting:

a. April 5, 2011 – Town Council Meeting

MOTION: Councilor Wentworth moved, seconded by Councilor Esposito to accept the minutes of March 15, 2011 Town Council Meeting.

VOTE: Passed 7-0 in a roll call vote.

b. April 5, 2011 – Special Town Council Meeting

MOTION: Councilor Esposito moved, seconded by Councilor Angeloni to accept the minutes of April 5, 2011 Special Town Council Meeting.

VOTE: Passed 7-0 in a roll call vote.

c. April 6, 2011 – Special Town Council Meeting

MOTION: Councilor Angeloni moved, seconded by Councilor Esposito to accept the minutes of April 6, 2011 Special Town Council Meeting

VOTE: Passed 7-0 in a roll call vote.



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### **REGULAR TOWN COUNCIL AGENDA**

#### 3. Reports of Committees, Boards and Commissions:

a. Permanent Project Building Committee- The Town Manager reported that the Committee met a few weeks ago. The most significant items are included in the Town Manager's Report. STW is off and running and the committee is sending out an RFP for an architect. There is great feedback regarding priorities for both building and programs coming from the Park & Recreation Commission. The NBIS project was discussed focusing on settlement items that are still being addressed. There will be ongoing dialog with the architect regarding errors and omissions.

b. Hazardous Waste and Recycling Committee- Art Feldman from the Committee reported that the paper collection and the Ewaste collections were both successful with great contributions from residents. Leaf collections have been good and will be ongoing for the last two Saturdays in April. The committee is asking the council to declare a proclamation naming April 22 as Earth Day.

c. Finance Sub-Committee- Councilor Angeloni reported that they met on April 13<sup>th</sup>. Some items from the meeting are included in the Town Manager's report. The Town did not get the generator grant, so the cost to the town would now be \$80,000 to purchase the generator. Purchasing the generator would enable the town to move the emergency center to the town hall. Regarding bid status items, the agent of record for insurance was awarded to HD Segur. The Swajchek Property bids were opened and that will go to a panel to interview candidates before one is chosen. The bid for Carnival Rides was bid by one company, which was the same company that did last years Potato Festival's rides. Under budget items, regarding the \$110,000 budget cut to the Police department, there was a breakdown of how that budget cut would affect each employee as it applies to the decision of the police department. The decision of the Police Commission will come back to the council.

#### 4. Town Manager's Report:

The Town Manager gave an overview of the pending plan for EWaste. The Town has had a plan for Ewaste recycling; it has been pending due to the hold up of a state approved vendor list for which the town needed to proceed. The list has been published and the town can now submit their Ewaste Recycling Plan.

The Hazwaste Central Agreement has been reviewed by the Town Attorney and will be submitted to the Council.

The Atwater Library-There was a letter sent to the Council regarding the use of skateboarders in the parking lot. The police Department has been informed and will be doing extra patrol for the town to keep this from being an ongoing problem.

NBIS- An email went out about NBIS roof leakage.

Jerome Harrison FRC Building is scheduled to be open on Monday April 25<sup>th</sup> when the children come back from vacation.

Bid Status- Amusement Rides – Imperial Shows was the only respondent to the bid request, they have been the vendor for the festival for years. There were some changes that the town wanted and they have been accomplished.

5. Community Evens and presentations:

a. Solar Electricity Generation

Finance Director Anthony Esposito introduced Bob Oberle from DCS Energy. Mr. Oberle gave a power point presentation on Solar Energy which included funding opportunities, PV Requirements, examples, and the process by which to obtain Solar Energy, what the town responsibilities would be, and what DCS responsibilities would be. There was discussion regarding how this could benefit the town and what might be the appropriate applications.

6. Citizens' Statements and Petitions and Correspondence:

Cliff Potter – Middletown Avenue. Spoke regarding the previous presentation on Solar Electricity and suggested that the town look into ground mount panels rather than panels on any of the flat roofs.

Roger Munck – Walnut Road. Mr. Munck had additional questions regarding the Solar Presentations. He inquired as to whether or not an addition for heat could be added and whether or not snow covering the panels would prohibit proper functioning of the panels.

Mary Bigelow Chairwomen of the Hazwaste Committee talked regarding the resolution for Hazwaste Central Contract. Ms. Bigelow questioned the one year contract and stressed to the Council the need for proper communication to the Hazwaste Committee. There was discussion regarding the reasons for the one-year contract.

Councilor Wentworth voiced her concern about contracts being misplaced and the need for a motion to have all signed contract copies be sent to the Town Clerk put into a safe place.

MOTION: Councilor Wentworth moved, seconded by Councilor Fucci to have every contract signed by the town from this point forward have a copy sent to the Town Clerk to be put in a safe place.

VOTE: Passed 7-0 in a roll call vote.

Joe Vita -North Street- Addressed the Council regarding his letter about skate borders on the Atwater Library property at night.

7. Resignations and Appointments:

a. Housing Authority – To re-appoint Shirley Gagne to the Housing Authority with a term to expire 6/30/2013

MOTION: Councilor Wentworth moved, seconded by Councilor Angeloni to accept the re-appointment of Shirley Gagne to the Housing Authority as a regular member with a term to expire 6/30/2013

VOTE: Passed 7-0 in a roll call vote.

b. Economic Development- To appoint Jan Finch to Economic Development Commission as an alternate with a term to expire 12/31/2012

MOTION: Councilor Wentworth moved, seconded by Councilor Fucci to accept the appointment of Jan Finch to the Economic Development Commission as an alternate with a term to expire 12/31/2012

VOTE: Passed 7-0 in a roll call vote.

c. Library Board – To appoint Nancy Brigano to the Library Board as a regular member with a term to expire 12/31/2013

MOTION: Councilor Wentworth moved, seconded by Councilor Angeloni to accept the appointment of Nancy Brigano to the Library Board as a regular member with a term to expire 12/31/2013

VOTE: Passed 7-0 in a roll call vote.

d. Zoning Board of Appeals – To re-appoint Tom Katon to the Zoning Board of Appeals as a regular member with a term to expire 12/31/2013

MOTION: Councilor Wentworth moved, seconded by Councilor Caprio to accept the appointment of Tom Katon to the Zoning Board of Appeals as a regular member with a term to expire 12/31/2013

VOTE: Passed 7-0 in a roll call vote.

e. Planning and Zoning Commission – To appoint Steve Scavo to the Planning and Zoning Commission as an alternate member with a term to expire 5/31/2014

MOTION: Councilor Wentworth moved, seconded by Councilor Angeloni to accept the appointment of Steve Scavo to the Planning and Zoning Commission as an alternate with a term to expire 5/31/2014.

There was discussion regarding procedure of going forward with the proposed ordinance. The Town Manager gave an overview of the sequence of events that would have to happen to move the ordinance forward.

**MOTION:** Councilor Angeloni moved, seconded by Councilor Fucci to table the Proposed Resolution: Resolved, that the North Branford Town Council hereby refers the proposed Local Farm Building Tax Exemption Program to the Town Attorney for a recommendation.

**VOTE:** Passed 7-0 in a roll call vote.

9. New Business:

There was an extensive discussion regarding the 98.5% proposed collection rate of the town and what would happen to our budget if the Governor ended up cutting aide to cities and towns.

a. Ratification of Town Council Recommended Budget

**MOTION:** Councilor Caprio moved, seconded by Councilor Rose to accept the suggested motion to ratify the Town Council recommended budget. (attachment 1)

**VOTE:** Passed 7-0 in a roll call vote.

b. Approval of Advisory Budget Referendum Question

**MOTION:** Councilor Angeloni moved, seconded by Councilor Rose to accept the proposed resolution; Resolved, that in accordance with Section 8-5 of the Charter of the Town of North Branford, The Town Council hereby approves the following advisory referendum question for the FY 2011-2012 Budget;

“Shall the Town Council Recommended Budget of \$47,321,396, which will require a mill rate of 27.77 mills, be adopted?”

**VOTE:** Passed 7-0 in a roll call vote.

Councilor Angeloni reminded the residents in district 2 that the voting location has been moved from the Totoket Valley Elementary School to the Stanley T. Williams School.

c. LION Agreement for Town Library Services – Proposed Resolution

The Town Attorney discussed his concern with the lack of bi-laws included. There were also questions regarding liabilities and responsibilities.

**MOTION:** Councilor Wentworth moved, seconded by Councilor to accept the proposed resolution-North Branford Libraries to join Libraries Online subject to the Town Attorney reviewing the bi-laws (attachment 2)

VOTE: Passed 7-1 in a roll call vote  
NO: Councilor Esposito

d. Regional Emergency Communications System – Proposed Resolution

MOTION: Councilor Angeloni moved, seconded by Councilor Fucci to approve the proposed attached Resolution. (attachment 3)  
VOTE: Passed 7-0 in a roll call vote.

e. Earth Day Proclamation – April 22, 2011  
Mayor Candelora read the attached proclamation (attachment 4)

f. Financial Report March 31, 2011  
Town Finance Director gave a brief overview of his report (attachment 5)

g. Approval of Tax Refunds

MOTION: Councilor Angeloni moved, seconded by Councilor Wentworth to approve the attached tax refunds. (attachment 6)  
VOTE: Passed 7-0 in a roll call vote.

10. Good of the Community: Nothing at this time

11. Citizens' Statements and Petitions:  
Robert Hull, Library Director presented the Council with information showing the increase in library attendance.

12. Executive Session:

MOTION: Councilor Fucci moved, seconded by Councilor Caprio to move into Executive Session at 9:05 p.m. as per CGS Section 1-200(6) to include the Town Manager and Town Attorney.  
VOTE: Passed 7-0 in a roll call vote.

MOTION: Councilor Fucci moved, seconded by Councilor Wentworth to adjourn the Executive Session at 9:25 p.m.  
VOTE: Passed 7-0 in a roll call vote.

The regular meeting reconvened at 9:25 p.m.

MOTION: Councilor Angeloni moved, seconded by Councilor Fucci to add to the Agenda Item 9.h under New Business, Personal Property Tax Audit Engagement.

VOTE: Passed 7-0 in a roll call vote.

MOTION: Councilor Angeloni moved, seconded by Councilor Fucci to approve the suggested motion; BE IT HEREBY RESOLVED that the North Branford Town Council authorizes Richard V. Branigan, Town Manager to sign any and all documents to enter into an agreement with Charles B. Feldman & Associates LLC, for the purpose of auditing the personal property accounts of South Central Regional Water Authority for the 2008, 2009 and 2010 Grand Lists. The estimated fee to accomplish this should not exceed \$5,000.

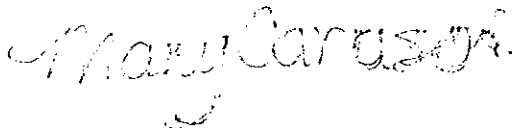
VOTE: Passed 7-0 in a roll call vote.

13. Adjournment

MOTION: Councilor Wentworth moved, seconded by Councilor Rose to adjourn the meeting at 9:30 p.m.

VOTE: Passed 7-0 in a roll call vote.

Respectfully Submitted



Mary Caruso  
Town Council Clerk

**TOWN OF NORTH BRANFORD  
MEMORANDUM**

To: Richard V. Branigan, Town Manager  
From: Anthony P. Esposito Jr, CPFO, Treasurer/Finance Director  
Date: April 12, 2011  
Re: 2011-12 Budget

In order to finalize the budget workshops, the Town Council needs to take the following action.

**Suggested Motion**

**BE IT HEREBY RESOLVED** that the North Branford Town Council hereby adopts the proposed Operating Budget and Capital Improvements Plan for the 2011-2012 fiscal year, as amended, and recommends the same to the Budget Referendum at the attached appropriation levels and be it hereby further resolved that the Treasurer/Finance Director is authorized to make any mathematical adjustments that may be required to balance the budget.

**Motion By** \_\_\_\_\_

**Seconded By** \_\_\_\_\_

**Vote** \_\_\_\_\_

Town Government Operations	\$12,118,588
Board of Education	\$29,386,427
Capital Improvements	\$125,000
Debt Service	\$5,376,381
Fund Balance OPEB Appropriation	\$315,000
<b>TOTAL APPROPRIATIONS</b>	<b><u>\$47,321,396</u></b>
Non-tax Revenue	\$4,196,647
State Grants for Education	\$8,268,309
Fund Balance Applied	\$350,000
Fund Balance OPEB Appropriation	\$315,000
Local Elderly Tax Credit	-\$75,000
Amount to Be Raised by Taxes Assuming a 98.5% collection rate	\$34,266,440
<b>TOTAL REVENUES</b>	<b><u>\$47,321,396</u></b>

Attachment 2.

MAYOR  
ANTHONY S. CANDELORA  
  
DEPUTY MAYOR  
MICHAEL J. DOODY  
  
TOWN MANAGER  
RICHARD V. BRANIGAN



NBTC Agenda Item # 9c  
Date: April 19, 2011

COUNCIL MEMBERS  
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VINCENT P. CAPRIO  
ANDREW ESPOSITO III  
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# TOWN OF NORTH BRANFORD

TOWN HALL 909 FOXON ROAD, NORTH BRANFORD, CONNECTICUT 06471-1290  
TOWN MANAGER (203)484-6000 FAX (203) 484-6025

## Proposed Resolution – North Branford Libraries to join Libraries Online

The Town Council of the Town of North Branford here by resolves as follows:

That the Town Manager is hereby empowered to execute and deliver in the name and on behalf of the Town of North Branford a certain contract with the Libraries Online, Inc. (LION) and per attached agreement and the Town Attorney's recommendation.

Motion made by: \_\_\_\_\_

Second: \_\_\_\_\_

All in Favor \_\_\_\_\_



Libraries Online, Inc.

## General Guidelines

### A. Role and Responsibilities of Libraries Online, Inc. ("LION").

1. LION will conduct its activities, which involve, in general, the operation of a central system that serves its members remotely by performing circulation and other library functions, in the manner determined, as general policies or with respect to specific action, from time to time, either by its members, as that term is used in LION's by-laws, at their meetings or by its board of directors either at its meetings or by its unanimous written consents to action, as the case may be.

2. Among the various activities LION will perform, within the framework prescribed in foregoing paragraph 1, LION and its members will do the following:

(a) LION, as distinguished from its members, will provide the central computer system it will use, consisting of equipment and related software programs, by purchase, lease, or license, as the case may be.

(b) LION, as distinguished from its members, will own the copyrights in the data base that is recorded, from time to time, within its computer system. Each member, by subscribing to these Guidelines, hereby assigns to LION any copyrights that members own in any portions of the data base that LION does not own by virtue of LION's being the author for copyright law purposes and agrees to execute formal instruments of specific assignment upon LION's request and at LION's expense.

(c) LION's staff will contract for maintenance service for the central computer and will perform other tasks, in an effort to have the central computer operate efficiently and with a minimum of downtime.

(d) LION's staff will provide training to members.

(e) LION's staff will administer policies established by the members or the board of directors.

(f) LION will produce and distribute notices and reports to members in a timely manner.

(g) LION will render reasonable cooperation to auditors for members.

(h) LION will enforce all warranties and system performance guarantees made by the vendors.

(i) LION will contract for the data communication services required by its members for the use of the computer system.

## B. Role and Responsibility of Each Member.

1. Each member will participate in LION in an active and ongoing fashion and will abide with the By-laws of LION and the Guidelines.
2. Each member will place its patron and bibliographic files in the central computer, in accordance with the standards adopted by the board of directors.
3. No member may acquire equipment to operate with LION's computer network that has not been approved by LION for compatibility.
4. Each member will pay to LION annual system maintenance fees and periodic assessments, established by the board of directors.
5. Each member will pay each invoice for those fees and assessments within ninety (90) calendar days of receipt.
6. Each member will regularly schedule with LION mutually agreeable downtime for central-computer and local-terminal preventive or routine maintenance.
7. Each member will assist in the training of new members.
8. Resource sharing is central to LION's philosophy, and all members are expected to participate.

## C. Other Responsibilities.

1. LION and every member are deemed to acknowledge that information recorded in LION's computer system is confidential and to agree to exercise reasonable control over access to that system so that their confidentiality is respected. In particular, they will not divulge the system-access command sequence and the passwords assigned to their respective staffs.
2. LION, on the one hand, and each member, on the other, will use its best efforts to bring operational and other problems to the attention of the other as quickly as possible.
3. LION will insure its assets against loss or damage by fire, theft, or similar casualties. LION will duplicate regularly recorded data used with the computer system and will store the duplicates in a separate geographic location for safekeeping. Each member acknowledges LION's recommendation that it cover its terminals and any other equipment by a similar insurance policy.
4. Each member shall indemnify LION, and directors and officers of LION, for, and hold them harmless from, all damage, loss, cost, and expense incurred or suffered by them as a result of, or in connection with, any claim, suit, or action made, or brought, against them

by any third person to the extent that the claim, suit, or action, is related to, or arises out of, any act or omission for which that member is legally liable to that person.

5. In light of each member's opportunity to participate in the establishment of the policies that govern the operation of LION, LION shall not be liable to any member for any harm suffered or incurred by that member as a result of, or related to, any act taken, or omission made, pursuant to a policy or decision of the members or the board of directors, in whose adoption that member had the opportunity to participate, and no director of, or person employed by, LION shall be liable to any member for any harm suffered or incurred by that member as a result of, or related to, any act taken, or omission made, pursuant to a policy or decision of the members or the board of directors.

#### D. Termination.

1. (a) A member may terminate its participation in LION at any time entirely at its discretion, by at least six (6) months' prior written notice to the President of LION, and payment of the fees due, and assessments levied, prior to the effective date of termination. Notice given between July 1 and December 31 will terminate membership as of the following June 30. Notice given between January 1 and June 30 will terminate membership as of the following December 31. (b) Upon the vote of at least two thirds of the then-current members, LION may terminate a member's participation in LION in the event that the member commits a breach of a material obligation to LION and fails to remedy the breach within thirty (30) calendar days after it receives written notice from LION to that effect that specifies the nature of the claimed breach. (c) LION may not terminate any specific services to any member without cause, unless it terminates furnishing the same services to all members.

2. Whenever a member's participation in LION is terminated, (a) that member will have no right to withdraw the data it input into the shared bibliographic data base; (b) upon request and solely at the expense of the library, LION will furnish the member a copy of its data in the bibliographic data base upon termination; and (c) whenever termination takes place within a fiscal year, the member will receive no refund of the unused portion of any fees or other charges.

#### E. Arbitration.

Any controversy or claim arising from participation in LION shall be settled by arbitration, by a board of three (3) arbitrators in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

#### F. General.

1. Headings are used in these Guidelines for convenience only and are not to be used in its interpretation.

2. Each member subscribes to these Guidelines in consideration of a similar subscription by other members.

=====  
Libraries Online, Incorporated  
(LION)

North Branford Public Libraries  
Member

Date 11-9-10

Date \_\_\_\_\_

By Kathy Rieger  
President, Libraries Online, Inc.

By \_\_\_\_\_

Kathy Rieger  
Signature

\_\_\_\_\_  
Signature

Attachment 3

MAYOR  
ANTHONY S. CANDELORA

DEPUTY MAYOR  
MICHAEL J. DOODY

TOWN MANAGER  
RICHARD V. BRANIGAN



NBTC Agenda Item # 9d  
Date: April 19, 2011

COUNCIL MEMBERS

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# TOWN OF NORTH BRANFORD

TOWN HALL 909 FOXON ROAD, NORTH BRANFORD, CONNECTICUT 06471-1290  
TOWN MANAGER (203)484-6000 FAX (203) 484-6025

## RESOLUTION – Memorandum of Understanding

**BE IT HEREBY RESOLVED** that, Richard V. Branigan, the Town Manager be and herewith authorized to execute a memorandum of understanding on behalf of the Town of North Branford with The Connecticut Department of Public Safety and The Town of North Branford Regarding Regional Emergency Telecommunications Center Transition Grant.

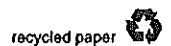
Motion By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Vote: \_\_\_\_\_



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AGREEMENT REGARDING THE SOUTH CENTRAL CONNECTICUT  
REGIONAL EMERGENCY COMMUNICATIONS SYSTEM

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, eighteen (18) participating towns and cities are currently signatories to a regional agreement to carry out the affairs and operations of a regional emergency medical communication system known as the South Central Connecticut Regional Emergency Medical Communications System; also known as C-MED New Haven and South Central Dispatch (hereinafter jointly referred to as "the System"; and

WHEREAS, because the existing regional agreement, which was entered into on May 23, 2001 for a ten (10) year term, will expire on May 22, 2011, the eighteen (18) participating towns and cities wish to enter into a new Agreement among themselves in order to continue to carry out the affairs and operations of the System.

NOW, THEREFORE, the parties listed below, for good and valuable consideration, the receipt of which is hereby acknowledged, do agree as follows:

THIS AGREEMENT, made and entered into this 23rd day of May, 2011, by and among the CITY OF NEW HAVEN, a municipal corporation, hereinafter referred to as "New Haven," acting by its Mayor, hereto duly authorized; the TOWN OF EAST HAVEN, a municipal corporation, hereinafter referred to as "East Haven," acting by its Mayor, hereto duly authorized; the TOWN OF HAMDEN, a municipal corporation, hereinafter referred to as "Hamden," acting by its Mayor, hereto duly authorized; the CITY OF WEST HAVEN, a municipal corporation, hereinafter referred to as "West Haven," acting by its Mayor, hereto duly authorized; the TOWN OF NORTH HAVEN, a municipal corporation, hereinafter referred to as "North Haven," acting by its First Selectman hereto duly authorized; the TOWN OF WOODBRIDGE, a municipal corporation, hereinafter referred to as "Woodbridge," acting by its First Selectman, hereto duly authorized; the TOWN OF ORANGE, a municipal corporation, hereinafter referred to as "Orange," acting by its First Selectman, hereto duly authorized; the TOWN OF BETHANY, a municipal corporation, hereinafter referred to as "Bethany," acting by its First Selectman, hereto duly authorized; the TOWN OF NORTH BRANFORD, a municipal corporation, hereinafter referred to as "North Branford," acting by its Town Manager, hereto duly authorized; the TOWN OF BRANFORD, a municipal corporation, hereinafter referred to as "Branford," acting by its First Selectman, hereto duly authorized; the CITY OF MILFORD, a municipal corporation, hereinafter referred to as "Milford," acting by its Mayor, hereto duly authorized; the CITY OF DERBY, a municipal corporation, hereinafter referred to as "Derby," acting by its Mayor, hereto duly authorized; the TOWN OF GUILFORD, a municipal corporation, hereinafter referred to as "Guilford," acting by its First Selectman, hereto duly authorized; the TOWN OF MADISON, a municipal corporation, hereinafter referred to as "Madison," acting by its First Selectman, hereto duly authorized; the CITY OF MERIDEN, a municipal corporation, hereinafter referred to as "Meriden," acting by its City Manager, hereto duly authorized; the TOWN OF WALLINGFORD, a municipal corporation, hereinafter referred to as "Wallingford," acting by its Mayor, hereto duly authorized; the CITY OF SHELTON, a municipal corporation, hereinafter referred to as "Shelton," acting by its Mayor, hereto duly authorized; the CITY OF ANSONIA, a municipal corporation hereinafter referred to as "Ansonia," acting by its Mayor, hereto duly authorized, each of said parties being a Town or Municipal Corporation organized and existing under and by virtue of the laws of the State of Connecticut.

## Article I MISSION

The mission of the System shall be to provide high quality Public Safety Communications services as required by each member town or city and approved by the Board of Directors. Such services shall include but are not limited to receipt of requests for emergency response, dispatch of Fire, EMS, Law Enforcement or Emergency Management assets, the coordination of multi-jurisdictional and multi-disciplinary response to emergency situations, communications in support of patient care activities between EMS units and hospitals, operation of such telecommunications facilities as are required to support this mission and other service as may be deemed appropriate by the Board of Directors.

## Article II MEMBERS

### SECTION 1

The System, as a public body, is organized and exists pursuant to the provisions of Sub-Sections 7-339a through 7-339h Chapter 105 of the *Connecticut General Statutes* (2010 rev.) as amended. The members of the System are cities and towns located within South Central Connecticut, whose local legislative bodies have adopted through ordinance, or otherwise, to authorize such cities and towns, in accordance with the provisions of Sub-Sections 7-339a through 7-339h of the *Connecticut General Statutes* (2010 rev.) as amended, to join the System, and whose application for membership has been approved by the Board of Directors of the System.

### SECTION 2

Any member city or town shall remain a member of the System either until said city or town withdraws from the System, in accordance with the provisions of Article XVI of this Agreement, or until the Board of Directors of the System, by three-quarters (3/4) vote, terminates the membership of a City or Town due to the failure of said city or town to comply with the provisions of this Agreement or to meet its obligations to the System in accordance with the provisions of Article XVII of this Agreement.

## Article III DIRECTORS

### SECTION 1

The affairs of the System shall be governed by a Board of Directors. Each member shall have one (1) Director who shall be the Chief Elected Official or that official designated in writing authorized to act for said Chief Elected Official as a voting Board of Directors member in the absence of the Chief Elected Official of the city or town, and which Director shall serve in accordance with the provisions of Section 7-339d of the *Connecticut General Statutes*. Directors shall serve for the duration of their terms of office as specified in each member's Charter. No action of the Board of Directors, or any committee thereof, shall be deemed invalid solely by virtue of contested, improper or invalid appointments, and the actions in respect thereof shall stand unless rescinded by two-thirds (2/3) vote of a properly appointed Board of Directors.

## SECTION 2

The Board of Directors shall have the following powers and duties.

- a. To establish and amend by-laws for the System, by a two-thirds (2/3) vote of all Directors;
- b. Elect from its membership annually a Director to serve a one (1) year term as Chairperson, Vice Chairperson, Secretary, and Treasurer of the Board of Directors;
- c. To take, hold and acquire by purchase, lease, exchange, merger or otherwise real and personal property;
- d. To adopt an annual operating budget by April 1 annually;
- e. To appoint and dismiss the Executive Director in accordance with Article V, Section 1 and 2;
- f. To establish rules and regulations for employees of the System and to ratify collective bargaining agreements;
- g. To establish policies for agencies, services, and personnel operating communications equipment under the auspices of the Systems FCC License, or used in the Systems communications system;
- h. To enter into Agreement or Agreements with other towns, cities, communications systems, hospitals, foundations, fire departments, police departments, EMS providers, public, volunteer and private ambulance, services, hospitals, Emergency Management Organizations, the State of Connecticut, United States of America, public or private health care institutions, private technical or equipment companies, or any other group relating to Public Safety communications;
- i. To establish and manage as approved by each member town or city a Mutual Aid System which ensures the appropriate response to emergency incidents in all member towns and cities;
- j. Establish fees for communications service as required rendered to public, private and non-profit corporations who provide Fire, EMS, Law Enforcement, or Emergency Management functions within the jurisdiction of any of the member towns and cities to include but not limited to EMS or ambulance services, hospitals, industrial fire brigades, law enforcement or security services on the campuses of educational institutions;
- k. To secure grants, gifts, bequests and contributions to defray the operational expense or as a special capital equipment cost;
- l. In accordance with Section 7-339h claim grants and aid as may be available from the State of Connecticut and the United States of America to defray the

operating or capital expense of the System;

- m. To establish policy for Communications System operation in consultation with and in accordance with regulations as may be promulgated by the Federal Communications Commission, the Connecticut State Department of Health Services, Connecticut Department of Public Safety or other Federal or State agencies; and
- n. To have all the powers and duties necessary or appropriate for the administration of the affairs of the System and may do all such acts and things as are permitted by law.

### SECTION 3

Members of the Board of Directors of the System shall vote, in accordance with the provisions of the *Connecticut General Statutes*. Each Director's vote shall be proportionate to the share of the costs of the System allocated to the Director's city or town rounded up to the nearest whole number.

### SECTION 4

No compensation shall be paid to Directors for their services to the System in any capacity or pursuant to any other contractual relationship. To the extent permitted by the budget of the System, Directors shall be reimbursed for actual expenses incurred by them in the performance of their duties. No Director of the System shall have any financial interest in the System's affairs.

### SECTION 5

In the event that a Director is unable to attend any regular or special meeting of the Board of Directors, the Director may designate, in writing, a temporary alternate pursuant to Article III, Section 1., which temporary alternate shall have the same voting rights and privileges as the Director.

## Article IV MEETINGS

### SECTION 1

The annual meeting of the Board of Directors shall be held in January at such place and time as determined by the Chairperson. Notice of the annual meeting of the Board of Directors shall be given to each Director and the general public in accordance with the *Connecticut General Statutes* regarding notice of public meetings and Freedom of Information.

### SECTION 2

Meetings of the Board of Directors and all of its committees shall be conducted in accordance with the current edition of Roberts' Rules of Order.

**Article V**  
**EXECUTIVE DIRECTOR**

**SECTION 1**

The Board of Directors shall select an Executive Director for the System who shall be responsible to the Board of Directors for its operation.

**SECTION 2**

The Board of Directors shall have the authority to remove the Executive Director based on two thirds (2/3) majority vote upon the completion of a hearing at which the Executive Director will be allowed the opportunity to reply to any and all allegations which may be used as cause for removal.

**SECTION 3**

The Executive Director shall have the following duties and responsibilities:

- a. The Executive Director shall be the chief administrative and operating officer of the System;
- b. Operate the System's communication system and support services in accordance with policy as promulgated by the Board of Directors;
- c. Prepare an annual budget for submission to the Board of Directors by January 31 annually;
- d. Submit quarterly reports to the Board of Directors on the Financial and fiscal condition of the System;
- e. Authorize expenditures of the funds of the System for expenses allowed for in accordance with the annual budget passed by the Board of Directors;
- f. Employ, supervise, discipline and discharge for cause such persons as are needed to perform the functions of the System consistent with the annual budget;
- g. To negotiate collective bargaining agreements, if appropriate, as directed by the Board of Directors on behalf of the System, subject to approval by the Board;
- h. To recommend improvements and necessary capital equipment to enable the System to perform its functions, and make said improvements and capital expenditures when authorized by the Board of Directors; and
- i. Perform other such duties as may be assigned by the Board of Directors.

## Article VI OFFICERS

### SECTION 1

The Board of Directors at its annual meeting shall elect from its membership a Chairperson, Vice Chairperson, Secretary and Treasurer who shall perform such duties as may be prescribed in this Agreement, the bylaws, and by law.

### SECTION 2

The Treasurer shall be the Chief Fiscal Officer of the System and shall be responsible to the Board of Directors for all fiscal matters relating to the operation of the System. The Treasurer shall be bonded by a company approved by the Insurance Commissioner of the State of Connecticut in an amount double the System's budget.

The Treasurer shall receive all money, property and securities of the System delivered. Under the direction of the Treasurer, the Executive Director, or their designee, will take charge of all funds and deposit all money so received to the credit of the System in a bank or banks selected by the Board of Directors. Under the directions of the Treasurer, the Executive Director, or their designee, shall make all disbursements, and an accurate record of receipts and disbursements will be kept and a report given to the Board of Directors at each regular meeting.

Any of the duties performed by the Treasurer may be performed in the Treasurer's absence, or Treasurer's discretion, by one (1) or more Assistant Treasurers, duly bonded. All Assistant Treasurers shall be appointed by the Executive Director with the approval of the Board of Directors.

## Article VII OFFICES

### SECTION 1

The principal office of the System shall be in New Haven, Connecticut or such other place within the South Central Connecticut Area, as shall be fixed from time to time by resolution of the Board of Directors of the System, and all costs thereof shall be deemed a necessary expense of the System.

### SECTION 2

All the books and records of the System shall be kept at the principal office of the System.

### SECTION 3

Information concerning operations and services provided by and within the service area shall be kept at the office of the System and such other places as may, from time to time, be designated by the Board of Directors. Such information shall be available to the general public in accordance with applicable law concerning Freedom of Information and Patient Confidentiality and the costs thereof shall be deemed a necessary expense of the System.

## SECTION 4

The System may contract with the City of New Haven or such other organization, as may be needed, for the conduct of such administrative, payroll or financial services, as needed.

## Article VIII CONTRIBUTION OF PARTICIPANTS

### SECTION 1

The parties do hereby mutually agree that, for all purposes of the Agreement, unless otherwise stated, the percentage of the cost shall be based at 50% population and 50% on call volume.

The call volume for a participant will be calculated as follows: For Public Safety Answering Point Service the number of 911 calls answered from the member town as certified by the Connecticut Department of Public Safety, added to the number of Fire incidents serviced, the number of EMS incidents serviced, the number of law enforcement incidents serviced and the number of emergency management incidents serviced.

Member towns and cities for which the System provides regional Public Safety Answering Point (PSAP) service in accordance with the provisions of *Connecticut General Statutes, Section 28-24*, as amended, shall have 911 calls answered deducted from their call total.

An incident is defined as use of the System's assets or infrastructure in the response to a request for service in a member town or city by one or more unit of a response agency or agencies designated or approved by the member town, city or in the case of EMS by the State of Connecticut.

In the event that the incident receives response from fire, EMS, law enforcement and emergency management, the incident will be applied to the call volume for the service with the greatest involvement.

If a response agency from a different town or city responds to an incident in another under terms of a mutual aid plan the incident will be credited to the town or city in whose geographic boundaries the incident has occurred.

Said percentages shall be adjusted by the Board of Directors annually based on population and number of calls for service. Payment shall be made as directed by the Board of Directors.

## Article IX SEAL

The Board of Directors shall provide a suitable seal containing the name of the "South Central Connecticut Regional Emergency Communications System", which seal shall be in charge of the Executive Director. If so directed by the Board of Directors, a duplicate of the seal

may be kept and used by the Treasurer or any Assistant Treasurer.

## Article X FISCAL MANAGEMENT

### SECTION 1

The fiscal year of the System shall begin on the first (1st) day of July of every year. The commencement date of each fiscal year herein established shall be subject to change by the Board of Directors.

### SECTION 2

Books and accounts of the System shall be kept under the direction of the Treasurer, in accordance with the requirements of any Agreement entered into with Federal or State government.

### SECTION 3

The Executive Director shall cause to be prepared annually a full and correct statement of the affairs of the System, including a balance sheet and financial statement of operations for the preceding fiscal year, which shall be submitted to the Board of Directors by January 31 annually.

### SECTION 4

All notes, mortgages, deeds, leases and contracts shall be executed on behalf of the System by the Chairperson and/or Executive Director and attested by the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer. All vouchers and disbursements executed on behalf of the System shall be signed by the Executive Director and countersigned by the Treasurer, or their designee.

## Article XI INDEMNIFICATION

### SECTION 1

Each member town and city, Director, officer or employee of the System shall be indemnified by the System in the amount of \$2,000,000 against any and all claims, losses, damages, judgments, expenses or liabilities reasonably incurred by such town, city or person having been a party solely by reason of such party's being or having been a member town or city, Director, officer or employee of the System, except where such claims, losses, damages, judgments, expenses or liabilities are incurred in relation to matters or proceedings in which the actions of the member city or town or its agents or the Director or employee or agents of the System may have been derelict in the performance of their duty.

### SECTION 2

Each member town or city, Director, officer or employee of the System shall be indemnified

fied by the System in the amount of \$2,000,000 against any and all claims, losses, damages, judgments, expenses or liabilities arising out of or in any way connected with the receiving, obtaining, furnishing or providing of services, personnel, facilities, equipment or any other property or resources pursuant to the subject Agreement.

### SECTION 3

Individual member towns and cities will hold the System harmless from any and all claims, losses, damages, judgments, expenses or liabilities arising out of or in any way connected with failures, outages, malfunctions, etc., of equipment supplied or maintained by the member city or towns, its department or agents used by the System in the provision of service, except those that occur as a result of negligence or misuse on the part of the System, its employees or agents. Further the System will be held harmless for any and all claims, losses, damages, judgments, expenses or liabilities arising out of or in any way connected with degradation of service resulting from said equipment failures.

### SECTION 4

Individual towns and cities will hold the System harmless from any and all claims, losses, damages, judgments, expenses or liabilities arising out of or in any way connected with degradation of service caused by the failure of its employees, agents or contractors to respond or act in a correct manner at an incident for which the System provides services, provided that the System, its employees and agents have followed applicable procedures and acted in a reasonable manner.

## Article XII DURATION

This Compact Agreement shall be for a term not to exceed ten (10) years, provided, however, the term may be extended up to forty (40) years upon a vote of the local legislative body of all of the participating cities and towns at any time after the eighth (8th) year of this Agreement.

## Article XIII DISPUTES

### SECTION 1

During the term of this Agreement, any city or town aggrieved by a decision of the Board of Directors shall, be entitled to appeal the decision to the American Arbitration Association. The Board of Directors, if aggrieved by a decision of a member town or city, shall also have the authority to appeal the decision to the American Arbitration Association.

### SECTION 2

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association and arbitration shall proceed in accordance with said rules.

### SECTION 3

The System and the aggrieved city or town shall split the arbitrator(s) fee and expenses equally.

### SECTION 4

In accordance with Public Act 95-198, the aggrieved city or town shall continue to make the payments required under the terms of this agreement pending the resolution of the dispute.

## Article XIV BUDGET SUBMISSION

### SECTION 1

The Executive Director shall prepare and submit to the Board of Directors a budget for the operations of the System not later than January 31 annually.

### SECTION 2

The Board of Directors shall review and approve said annual budget on or before the first (1st) day of April of the year to insure proper allocations of funds by the member cities and towns.

### SECTION 3

The budget shall contain an itemized listing of all income and expenses including, but not limited to, personnel costs, insurance costs listing types of coverage, equipment costs listing service contract amounts and credits of said costs from services provided to member cities and towns.

## Article XV AMENDMENTS

This agreement may be amended by the participating towns and cities in accordance with Section 7-339c of the *Connecticut General Statutes*.

## Article XVI WITHDRAWAL OF MEMBER

### SECTION 1

Any member city or town included in the System may initiate the process of withdrawal from the System if the member's legislative body votes to do so., and if the Board of Directors is notified in writing of the proposed withdrawal. In such an event the Board of Directors, including the Director from the withdrawing city or town, shall, within forty-five (45) days after notification is received by the Board of Directors of the proposed withdrawal, meet and the Board

of Directors shall determine the share of the System's expenses and obligations remaining due from the withdrawing city or town, effective as of the last day of the current fiscal year which shall be the date the withdrawal will take effect. The city or town shall pay or secure such amount to the System the effective date of the withdrawal. . If the city or town disagrees with the determination of the Board of Directors as to the amount owed to the System, it must make payment or secure such payment in accordance with the Board's determination, and seek arbitration of its dispute pursuant to Article XIII of this Agreement.

## SECTION 2

If all the members by vote of their legislative bodies, wish to withdraw from the System, the Board of Directors shall affix a date for the cessation of activities and shall apportion costs in accordance with ARTICLE VII, as it may be amended. The Board of Directors shall allocate all the assets of the System as it deems best.

## SECTION 3

In the event the majority of the cities and towns, by vote of their legislative bodies, wish to withdraw from the System but one (1) or more member city or town wish to continue to operate the System, then the cities or towns not wishing to remain shall be deemed to have withdrawn under the provisions and controls of Section 1. of Article XVI above. The remaining members shall reallocate the costs and votes under Article VII and shall allocate the System's equipment from the withdrawing cities or towns as the Board of Directors deem best.

## Article XVII TERMINATION OF MEMBER

The Board of Directors of the System, by three-quarters (3/4) vote, may terminate the membership of a city or town in the System as of a certain effective date as determined by the Board due to the failure of said city or town to comply with the provisions of this Agreement or to meet its obligations to the System. The determination of the Board of Directors as to such termination shall be final and binding, except that if the town or city disagrees with the determination it may seek arbitration of the dispute pursuant to Article XIII of this Agreement. The termination shall not be stayed or otherwise affected by the filing of an application for arbitration, and such termination shall remain effective unless overruled in the arbitration proceeding. The terminated city or town shall be liable for payment of its share of the System's expenses and obligations until the effective date of the termination determined by the Board of Directors.

IN WITNESS WHEREOF, ON THE 23rd day of May ,2011, at North Haven, Connecticut, the parties hereto have caused this Agreement to be signed, sealed and delivered by their authorized officers, the CITY OF NEW HAVEN, acting herein by its Mayor, the TOWN OF EAST HAVEN, acting herein by its Mayor, the TOWN OF HAMDEN, acting herein by its Mayor, the CITY OF WEST HAVEN, acting herein by its Mayor, the TOWN OF NORTH HAVEN, acting herein by its First Selectman, the TOWN OF WOODBRIDGE, acting herein by its First Selectman, the TOWN OF ORANGE, acting herein by its First Selectman, the TOWN OF BETHANY, acting herein by its First Selectman, the TOWN OF NORTH BRANFORD, acting herein by its Town Manager, the he TOWN OF BRANFORD, acting herein by its First Selectman, the CITY OF MILFORD, acting herein by its Mayor, the CITY OF DERBY, acting herein by its Mayor, the TOWN OF GUILFORD, acting herein by its First Selectman, the TOWN OF MADISON, acting

herein by its First Selectman, the CITY OF MERIDEN, acting herein by its City Manager, the TOWN OF WALLINGFORD, acting herein by its Mayor, the CITY OF SHELTON acting herein by its Mayor, the CITY OF ANSONIA, acting herein by its Mayor.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

City of New Haven

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
\_\_\_\_\_

Town of East Haven

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
\_\_\_\_\_

Town of Hamden

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
\_\_\_\_\_

City of West Haven

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
\_\_\_\_\_

Town of North Haven

By: \_\_\_\_\_  
Its First Selectman

\_\_\_\_\_  
\_\_\_\_\_

Town of Woodbridge

By: \_\_\_\_\_  
Its First Selectman

Witnesses:

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Town of Orange

By: \_\_\_\_\_  
Its First Selectman

Town of Bethany

By: \_\_\_\_\_  
Its First Selectman

Town of North Branford

By: \_\_\_\_\_  
Its Mayor

Town of Branford

By: \_\_\_\_\_  
Its First Selectman

City of Milford

By: \_\_\_\_\_  
Its Mayor

City of Derby

By: \_\_\_\_\_  
Its Mayor

Town of Guilford

By: \_\_\_\_\_  
Its First Selectman

Witnesses:

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\_\_\_\_\_

Town of Madison

By: \_\_\_\_\_  
Its First Selectman

City of Meriden

By: \_\_\_\_\_  
Its Mayor

Town of Wallingford

By: \_\_\_\_\_  
Its Mayor

City of Shelton

By: \_\_\_\_\_  
Its Mayor

City of Ansonia

By: \_\_\_\_\_  
Its Mayor

# EARTH DAY PROCLAMATION

Whereas, the first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's natural resources; and

Whereas, it is the responsibility of each of us to safeguard the environment, by recognizing that all human life depends upon the Earth and upon one another for our mutual existence, well-being, and development; and

Whereas, the steps we can take to protect and preserve our natural environment through education partnerships, and positive actions should be encouraged in the Town of North Branford; and

Whereas, the citizens of the Town of North Branford are committed not only to the protection and preservation of our environment, but also to the restoration of ecosystems and habitat; and

Whereas, the Town of North Branford citizens, staff, and elected officials are working closely with federal, state, and local governments, and with non-governmental organizations to develop and implement regulations and ordinances specifically designed to preserve and improve the Town of North Branford's fragile ecosystems and the quality of life therein; and

Whereas, the Town of North Branford proudly recognizes all who participate in Earth Day, for their dedication to taking a proactive role in shaping the future of our environment and in protecting the Town of North Branford's precious natural resources.

NOW THEREFORE, We, the Town Council of the Town of North Branford, CT, do hereby proclaim April 30, 2011 as **EARTH DAY** in the Town of North Branford and urge all our citizens to be mindful of local, state and national laws which protect our environment, and to join in efforts to preserve the beauty of wonder of the lands, skies, and water of the Earth in all its diversity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

TOWN OF NORTH BRANFORD COUNCIL

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Mayor

ATTEST: \_\_\_\_\_

Town Clerk

TOWN OF NORTH BRANFORD  
FISCAL SUMMARY

As of March 31, 2011 with Comparative Amounts as of March 31, 2010  
(Unaudited)

NBTC Agenda Item # 9f

Date: April 19, 2011

PRIOR YEAR TO DATE		
2009-10 BUDGET	AMOUNT RECEIVED	% OF BUDGET
\$32,980,209	\$32,494,543	98.5%
\$125,000	\$306,268	245.0%
\$225,000	\$217,006	96.4%
\$114,240	\$208,212	182.3%
\$65,000	\$79,533	122.4%
\$1,033,092	\$961,354	93.1%
\$150,000	\$42,243	28.2%
\$147,050	\$92,822	63.1%
\$73,970	\$91,259	123.4%
\$337,417	\$467,507	138.6%
\$7,264,223	\$3,627,657	49.9%
\$555,695	\$478,989	86.2%
\$0	\$0	0.0%
\$46,100	\$20,312	44.1%
\$121,050	\$181,080	149.6%
\$426,000	\$0	0.0%
\$432,508	\$233,391	54.0%
<b>\$44,096,664</b>	<b>\$39,602,176</b>	<b>89.6%</b>

2009-10 BUDGET	EXPENDED & ENCUMBERED	% OF BUDGET
\$48,609	\$41,130	84.6%
\$50	\$20	40.0%
\$198,138	\$141,580	71.5%
\$305,639	\$231,626	75.8%
\$133,876	\$99,407	74.3%
\$141,478	\$110,151	77.9%
\$1,530	\$1,600	104.6%
\$319,534	\$248,585	77.8%
\$166,674	\$124,672	74.8%
\$41,575	\$24,413	58.7%
\$71,700	\$131,903	184.0%
\$3,173	\$1,582	49.9%
\$25,165	\$34,426	136.8%
\$348	\$0	0.0%
\$2,723,873	\$2,061,783	75.7%
\$495,503	\$434,835	87.8%
\$50,000	\$0	0.0%
\$147,018	\$80,154	54.5%
\$450,319	\$371,250	82.4%
\$12	\$10	83.3%
\$50,864	\$50,792	99.9%
\$814,078	\$626,597	77.0%
\$1,595,007	\$1,252,443	78.5%
\$175,276	\$92,047	52.5%
\$231,235	\$144,572	62.5%
\$15,150	\$4,557	30.1%
\$198,607	\$139,640	70.3%
\$20,100	\$21,000	104.5%
\$1,500	\$0	0.0%
\$549,279	\$429,138	78.1%
\$97,590	\$98,205	100.6%
\$73,820	\$51,635	69.9%
\$42,455	\$37,106	87.4%
\$5,887	\$640	10.9%
\$20,960	\$21,693	103.5%
\$106,279	\$77,001	72.5%
\$25,868	\$23,140	89.5%
\$3,136	\$1,720	54.8%
\$11,362	\$1,308	11.5%
\$132,591	\$96,711	72.9%
\$5,122	\$2,503	48.9%
\$100	\$156	156.0%
\$1,114	\$634	56.9%
\$112,602	\$82,111	72.9%
\$89,355	\$0	0.0%
\$303,944	\$193,161	63.6%
\$1,790,808	\$1,408,420	78.6%
\$4,622,068	\$3,720,837	80.5%
\$81,000	\$76,000	93.8%
<b>\$27,595,183</b>	<b>\$19,248,500</b>	<b>69.8%</b>
<b>\$44,096,664</b>	<b>\$32,041,394</b>	<b>72.7%</b>

REVENUE
PROPERTY TAXES-CURRENT
PROPERTY TAXES-DELINQUENT
PROPERTY TAXES-SUPPLEMENTAL
DELINQUENT CHARGES
OTHER TAXES - CONVEYANCE
PAYMENTS IN LIEU OF TAXES
INVESTMENT INCOME
LICENSES & PERMITS
CURRENT SERVICES
STATE GRANTS - TAXES
STATE GRANTS - EDUCATION
STATE GRANTS - OTHER
FEDERAL GRANTS
USE OR SALE OF ASSETS
MISCELLANEOUS REVENUES
SURPLUS APPROPRIATED
OPERATING TRANSFERS IN

DEPARTMENTAL EXPENDITURES

MAYOR AND COUNCIL
WPCA
TOWN MANAGER
FINANCE DEPARTMENT
TAX COLLECTOR
ASSESSOR
BOARD OF ASSESSMENT APPEALS
CENTRAL SERVICES
TOWN CLERK
ELECTIONS
TOWN ATTORNEY
PERMANENT PROJ BUILDING COMM
TECHNOLOGY
ETHICS COMMISSION
POLICE DEPARTMENT
FIRE DEPARTMENT
AMBULANCE
FIRE HYDRANTS
COMMUNICATIONS
CIVIL PREPAREDNESS
ANIMAL CONTROL
SOLID WASTE DISPOSAL
PUBLIC WORKS
STREET LIGHTING
PARKS & RECREATION
PUBLIC CELEBRATIONS
SENIOR SERVICES
ELDERLY HOUSING
REYNOLDS/BEERS HOUSE
LIBRARY
HEALTH & HUMAN RELATIONS
HUMAN RELATIONS
SOCIAL SERVICES
PROBATE COURT
HAZ/WASTE DISPOSAL/RECYCLING
PLANNING DEPARTMENT
PLANNING & ZONING COMMISSION
ZONING BOARD OF APPEALS
ECONOMIC DEV. COMMISSION
ENGINEERING
CONSERVATION & INLAND WETLANDS
BEAUTIFICATION
AGRICULTURE COMMISSION
BUILDING DEPARTMENT
RESERVE FOR CONTINGENCY
PROPERTY & CASUALTY INSURANCE
EMPLOYEE BENEFITS
DEBT SERVICE
OPERATING TRANSFERS OUT
BOARD OF EDUCATION

FISCAL YEAR 2010-11		
2010-11 BUDGET	RECEIVED TO DATE	% OF BUDGET
\$34,037,881	\$33,498,853	98.4%
\$125,000	\$164,168	131.3%
\$200,000	\$237,751	118.9%
\$113,010	\$146,413	129.6%
\$60,000	\$43,625	72.7%
\$1,044,682	\$984,682	94.3%
\$150,000	\$8,623	5.7%
\$118,300	\$81,204	68.6%
\$92,083	\$83,211	90.4%
\$442,796	\$374,104	84.5%
\$7,200,502	\$3,606,600	50.1%
\$537,083	\$498,959	92.9%
\$0	\$0	0.0%
\$47,650	\$25,159	52.8%
\$229,720	\$225,566	98.2%
\$651,400	\$0	0.0%
\$462,475	\$229,062	49.5%
<b>\$46,512,562</b>	<b>\$40,207,981</b>	<b>88.3%</b>

2010-11 BUDGET	EXPENDED & ENCUMBERED TO DATE	% OF BUDGET
\$48,604	\$45,111	92.8%
\$50	\$0	0.0%
\$198,304	\$139,794	70.5%
\$323,011	\$237,929	73.7%
\$145,689	\$102,493	70.4%
\$157,983	\$110,738	70.1%
\$2,350	\$13	0.5%
\$299,218	\$238,255	79.6%
\$172,241	\$126,920	73.7%
\$40,604	\$35,818	88.2%
\$71,700	\$77,122	107.6%
\$1,293	\$1,017	78.6%
\$16,714	\$37,229	222.7%
\$348	\$115	33.1%
\$2,740,295	\$2,040,303	74.5%
\$502,265	\$466,831	92.9%
\$110,000	\$0	0.0%
\$158,799	\$158,000	99.5%
\$479,335	\$367,678	76.7%
\$12	\$10	86.0%
\$52,383	\$52,294	99.8%
\$866,858	\$669,125	77.2%
\$1,585,020	\$1,563,812	98.7%
\$159,576	\$87,278	54.7%
\$206,718	\$140,887	68.2%
\$15,150	\$6,804	44.9%
\$199,301	\$144,383	72.4%
\$22,500	\$22,500	100.0%
\$1,000	\$344	34.4%
\$588,380	\$469,833	79.9%
\$100,275	\$100,275	100.0%
\$62,362	\$44,106	70.7%
\$44,151	\$38,274	86.7%
\$7,687	\$7,632	99.3%
\$21,937	\$19,440	88.6%
\$110,714	\$79,615	71.9%
\$18,341	\$16,572	90.4%
\$2,522	\$1,137	45.1%
\$3,532	\$1,627	46.1%
\$102,107	\$66,374	65.0%
\$4,307	\$2,681	62.3%
\$100	\$60	60.0%
\$2,050	\$1,601	78.1%
\$117,468	\$84,071	71.6%
\$141,000	\$0	0.0%
\$194,180	\$188,058	96.8%
\$1,701,546	\$1,361,164	80.0%
\$5,119,432	\$4,352,716	85.0%
\$306,400	\$0	0.0%
<b>\$28,286,750</b>	<b>\$19,353,266</b>	<b>68.4%</b>
<b>\$46,512,562</b>	<b>\$33,061,305</b>	<b>72.6%</b>

## RESOLVED:

That the North Branford Town Council hereby approves the following property tax refunds:

<u>NAME</u>	<u>AMOUNT</u>	<u>TYPE</u>	<u>REASON</u>
A Comfort Zone Oil LLC 8 Fawn Meadow Lane North Branford, CT 06471	52.62	P	Refund of Excess Payment
Anderson, Richard E. 146 Twin Lakes Road North Branford, CT 06471	59.03	M	Refund of Excess Payment
Balisciano, Robert M. 29 Village Street Northford, CT 06472	10.69	M	Refund of Excess Payment
Chase Man Auto Fin Corp. Box 29214 Phoenix, AZ 85038	59.93	M	Assessor's CC 27646
Francisco, Todd 1191 Middletown Ave. Northford, CT 06472	50.08	P	Assessor's CC 27774
Francisco, Todd 1191 Middletown Ave. Northford, CT 06472	53.56	M	Assessor's CC 27759
Lomartra, Louis J. 718 Forest Road Northford, CT 06472	43.75	P	Assessor's CC 27769
Molina, Mario A. 1175 Farmington Ave. Bldg. 2 Apt. 215 Bristol, CT 06010	154.00	M	Assessor's CC 27744

Monro, Daniel F.  
33 Off Twin Lakes Road  
North Branford, CT 06471

17.55

M

Assessor's CC 27663

Westfall, Lisa M.  
133 Crystal Beach Blvd.  
Moriches, NY 11955

12.71

M

Assessor's CC 27741

Motion: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote: \_\_\_\_\_