1. Agenda

1.I. 7:30 PM Town Council

Documents:

20 FEB 4 AGENDA.PDF

1.I.i. 7:30 PM Town Council

Documents:

2020 FEB 4 COUNCIL MTG.PDF

2. Documents

Shannon L. Hume
President
At Large

Charles B. Ryan
At Large

Julia C. Flaherty
District 1

Steven A. Sciascia
District 2

David M. Ringius, Jr
Vice President
At Large

Donna L. Connors
District 3

Stephen C. O'Brien
District 4

Meredith Boericke
District 5

Lawrence C. Mackin, Jr.
District 6

OFFICE OF THE TOWN COUNCIL

– AGENDA –

Tuesday, FEBRUARY 4, 2020 • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30PM

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

ANNOUNCEMENTS

APPROVAL OF MINUTES

- None

OLD BUSINESS

- 19 044 Mayor: To Approve the purchase and resale of an affordable-housing unit at Turtle Crossing and the expenditure of funds for that purpose or take up any action relative thereto (Public Hearing to be continued)
- 20 005 Mayor: Authorization to fund South Middle School subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 006 Mayor: Authorization to fund the replacement of roofs at the following schools: Highlands, Flaherty, Hollis, Liberty, Monatiquot and Morrison subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 007 Mayor: Authorization to fund a feasibility study with respect to the redevelopment of Braintree High School, to be located at 128 Town Street, Braintree, Massachusetts subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 008 Mayor: Authorization to fund the enhancement of security measures throughout the school system subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 009 Mayor: Approval for the calling of debt exclusion ballot questions at a special election or take up any action relative thereto.
- 20 010 Mayor: Authorization to appropriate funds from the Braintree School Building Authority capital stabilization fund or take up any action relative thereto.
- 20 011 Superintendent of Schools: Authorization to submit Statements of Interest Forms for consideration by the Massachusetts School Building Authority for replacement of school roofs or take up any action relative thereto.
- 20 012 Mayor: Appointment – Cultural Council, Emily Ego or take up any action relative thereto.
- 20 013 Mayor: Appointment – Cultural Council, Jennifer Lynn or take up any action relative thereto.

- 20 014 Mayor: Appointment – Zoning Board of Appeals, Timothy E. Burke or take up any action relative thereto.
- 20 015 Mayor: Appointment – Planning Board, William J. Grove or take up any action relative thereto.
- 20 016 Council President: Re-Appointment Town Auditor or take up any action relative thereto

NEW BUSINESS

- None

Refer to the Committee on the Department of Public Works

- 20 018 Council President: Comcast Petition: 262 Forbes Road or take up any action relative thereto

Refer to the Committee of Ways & Means

- 20 019 Mayor: Transfer Funds from Human Resources Salary Reserve or take up any action relative thereto
- 20 020 Mayor: Appointment – Cultural Council, Anne Stuart or take up any action relative thereto

Topics the Chair does not reasonably anticipate will be discussed

UPCOMING MEETINGS:

Next Council Meeting scheduled on: **Tuesday, February 25, 2020 @7:30pm**

ADJOURNMENT

Shannon L. Hume
President
At Large

Charles B. Ryan
At Large

Julia C. Flaherty
District 1

Steven A. Sciascia
District 2

David M. Ringius, Jr
Vice President
At Large

Donna L. Connors
District 3

Stephen C. O'Brien
District 4

Meredith Boericke
District 5

Lawrence C. Mackin, Jr.
District 6

OFFICE OF THE TOWN COUNCIL

– AGENDA –

Tuesday, FEBRUARY 4, 2020 • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30PM

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

ANNOUNCEMENTS

APPROVAL OF MINUTES

- None

OLD BUSINESS

- 19 044 Mayor: To Approve the purchase and resale of an affordable-housing unit at Turtle Crossing and the expenditure of funds for that purpose or take up any action relative thereto (Public Hearing to be continued)
- 20 005 Mayor: Authorization to fund South Middle School subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 006 Mayor: Authorization to fund the replacement of roofs at the following schools: Highlands, Flaherty, Hollis, Liberty, Monatiquot and Morrison subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 007 Mayor: Authorization to fund a feasibility study with respect to the redevelopment of Braintree High School, to be located at 128 Town Street, Braintree, Massachusetts subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 008 Mayor: Authorization to fund the enhancement of security measures throughout the school system subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.
- 20 009 Mayor: Approval for the calling of debt exclusion ballot questions at a special election or take up any action relative thereto.
- 20 010 Mayor: Authorization to appropriate funds from the Braintree School Building Authority capital stabilization fund or take up any action relative thereto.
- 20 011 Superintendent of Schools: Authorization to submit Statements of Interest Forms for consideration by the Massachusetts School Building Authority for replacement of school roofs or take up any action relative thereto.
- 20 012 Mayor: Appointment – Cultural Council, Emily Ego or take up any action relative thereto.
- 20 013 Mayor: Appointment – Cultural Council, Jennifer Lynn or take up any action relative thereto.

- 20 014 Mayor: Appointment – Zoning Board of Appeals, Timothy E. Burke or take up any action relative thereto.
- 20 015 Mayor: Appointment – Planning Board, William J. Grove or take up any action relative thereto.
- 20 016 Council President: Re-Appointment Town Auditor or take up any action relative thereto

NEW BUSINESS

- None

Refer to the Committee on the Department of Public Works

- 20 018 Council President: Comcast Petition: 262 Forbes Road or take up any action relative thereto

Refer to the Committee of Ways & Means

- 20 019 Mayor: Transfer Funds from Human Resources Salary Reserve or take up any action relative thereto
- 20 020 Mayor: Appointment – Cultural Council, Anne Stuart or take up any action relative thereto

Topics the Chair does not reasonably anticipate will be discussed

UPCOMING MEETINGS:

Next Council Meeting scheduled on: **Tuesday, February 25, 2020 @7:30pm**

ADJOURNMENT

TOWN OF BRAINTREE
OFFICE OF THE TOWN SOLICITOR
One JFK Memorial Drive
Braintree, Massachusetts 02184
Tel: 781-794-8153 Fax: 781-794-8305

#20-005
#20-006
#20-007
#20-008
#20-009

Charles C. Kokoros
Mayor

Nicole I. Taub
Town Solicitor

MEMORANDUM

To: Shannon Hume, Town Council President
Braintree Town Councilors

From: Nicole I. Taub
Interim Chief of Staff and Operations
Town Solicitor

CC: Edward Spellman, Director of Municipal Finance

Re: Items for Referral to Committee Regarding Proposed Debt Exclusion (Revised)

Date: January 19, 2020

President Hume, Braintree Town Councilors,

As you know, on January 21, 2020, the Council will be referring several items to the Ways and Means Committee for review. These items, detailed below, are part of the Mayor's comprehensive plan to fund much needed town-wide capital improvements without negatively impacting the provision of services to our residents.

During the transition, and continuing to the present day, the Mayor has been conducting a thorough review of the Town's finances and completing an assessment of our capital needs. This has led to the conclusion that a new South Middle School cannot be funded within the existing operating budget and a debt exclusion is necessary. In addition to addressing the needs of South Middle School, a debt exclusion allows the Town to address other demands within the school system through the temporary tax increase while maintaining availability of funds to cover other significant departmental capital needs.

As you may know, Proposition 2 ½ limits the amount of revenue the town may raise from local property taxes each year to fund municipal operations—commonly referred to as the annual levy limit. Proposition 2 ½ also allows the town to increase tax revenues above that limit with the approval of voters at an election. *See* M.G.L. c. 59 s. 21C. This can be done either through an override or an exclusion.

A debt exclusion increases the amount of property tax revenue the town may raise for a <u>limited or temporary</u> period of time in order to fund specific projects. The amount of an exclusion may

be raised in addition to the town's levy limit. This revenue does not increase the Town's levy limit or become part of the base for calculating future years' levy limits.

The Mayor has proposed four (4) projects to be funded by the revenue provided by a debt exclusion: (1) a new South Middle School; (2) new roofs at Highlands, Flaherty, Hollis, Liberty, Monatiquot Kindergarten and Morrison;(3) security enhancements throughout the district, including the installation of upgraded and expanded camera systems and other enhancements; and (4) a feasibility study for the future redevelopment of Braintree High School. For the new South Middle School, the approval of funding will secure over $30 million in state funds from the Massachusetts School Building Authority (MSBA) and, with council approval, the school department intends to initiate the application process for funding by the MSBA regarding the school roof replacements.

The total bond amount necessary to compete these projects is sixty three million eighty eight thousand six hundred and thirty one dollars ($63,088,631), to be broken down as follows:

- South Middle School--$55,588,631 (30 year term)
- School Roofs--$5,000,000 (20 year term)
- High School Feasibility Study--$1,500,000 (5 year term)
- Security Enhancements--$1,000,000 (10 year term)

Based on the average value of a residential property in Braintree ($502,594), the estimated tax rate increase resulting from the debt exclusion is $0.38 or a total of $190.99 per year for the first five (5) years. For a commercial property, which has an average value of $2,807,390, the estimated tax rate increase would be $0.85 or a total of $2,386.28 per year for the first five (5) years. These calculations incorporate the MSBA reimbursement already allocated by the MSBA for South Middle School. In the event that the Town receives MSBA funding for the roofs, these costs will further decrease.

Where the bonds associated with each project have a different term, the total cost per property (both residential and commercial) will decrease over time. Specifically, for a residential property, the annual increase will drop pursuant to the schedule below:

- Years 6-10: $175.91
- Years 11-20: $170.88
- Years 21-30: $150.78

After thirty (30) years, the tax rate will return to the levy limit and no further increases relating to these projects will be incurred.

In order to seek the approval of the voters to increase tax revenues as described above, the Town must 1) authorize funding for each project subject to and contingent on an affirmative vote of the town for the debt exclusion and 2) call for debt exclusion ballot questions at a special election. We are seeking to hold the special election on Saturday, March 28, 2020.

Accordingly, your review and approval of the following motions is requested:

20 005 Mayor: Authorization to fund South Middle School subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

ORDERED:

That the Town appropriate the amount of Eighty-Six Million Five Hundred Eighty-Five Thousand Nine Hundred Nineteen Dollars ($86,585,919) for the purpose of paying costs of designing, constructing, equipping and furnishing a new South Middle School, to be located behind the existing South Middle School at 232 Peach Street in Braintree, Massachusetts, including the payment of all costs incidental or related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, and for which the Town may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Building Committee. To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. c. 44, or pursuant to any other enabling authority; provided that any appropriation hereunder shall be subject to and contingent upon an affirmative vote of the Town to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, §21C (Proposition 2½). The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; provided further that any grant that Town may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty three and ninety six hundredths percent (53.96%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the Town and the MSBA. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Note: As this request involves a loan authorization, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter. In accordance with M.G.L. c. 44 §1, approval requires the affirmative vote of two-thirds of all members of the Town Council.

20 006 Mayor: Authorization to fund the replacement of roofs at the following schools: Highlands, Flaherty, Hollis, Liberty, Monatiquot and Morrison subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

ORDERED:

That the Town appropriate the amount of Five Million Dollars ($5,000,000.00) for the purpose of paying costs of replacing the roofs at Highlands Elementary School (144 Wildwood Avenue, Braintree MA), Flaherty Elementary School (99 Lakeside Drive, Braintree, MA), Hollis Elementary School (482 Washington Street, Braintree, MA), Liberty Elementary School (49 Proctor Road, Braintree, MA), Monatiquot Kindergarten (25 Brow Avenue, Braintree, MA) and Morrison Elementary School (260 Liberty Street, Braintree, MA), including the payment of all costs incidental or related thereto (the "Project"), which proposed repair projects would materially extend the useful life of the schools and preserve assets that otherwise are capable of supporting the required educational program, and for which the Town has applied for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Committee. To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the Town to collaborate with the MSBA on this proposed repair project, any project costs the Town incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the Town; provided that any appropriation hereunder shall be subject to and contingent upon an affirmative vote of the Town to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 2½); and that, if invited to collaborate with the MSBA on the proposed repair project, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the Town and the MSBA. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Note: As this request involves a loan authorization, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter. In accordance with M.G.L. c. 44 §1, approval requires the affirmative vote of two-thirds of all members of the Town Council.

20 007 Mayor: Authorization to fund a feasibility study with respect to the redevelopment of Braintree High School, to be located at 128 Town Street, Braintree, Massachusetts subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

ORDERED:

That the Town appropriate the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) for the purpose of paying costs of a feasibility study with respect to the redevelopment of Braintree High School, to be located at 128 Town Street, Braintree, Massachusetts, including the payment of all costs incidental or related thereto, and for which the Town may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Committee. To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town, and further provided that the appropriation hereunder shall be subject to and contingent upon an affirmative vote of the Town to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 2½), and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the Town and the MSBA. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Note: As this request involves a loan authorization, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter. In accordance with M.G.L. c. 44 §1, approval requires the affirmative vote of two-thirds of all members of the Town Council.

20 008 Mayor: Authorization to fund the enhancement of security measures throughout the school system subject to and contingent on an affirmative vote of the Town in favor of a debt exclusion or take up any action relative thereto.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

ORDERED:

That the Town appropriate One Million Dollars ($1,000,000) for the purpose of paying costs of enhancing security measures throughout the school system, including the payment of all costs incidental or related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, §7(1) or pursuant to any other enabling authority. No amounts shall be borrowed or expended hereunder unless and until the voters of the Town shall have voted to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Note: As this request involves a loan authorization, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter. In accordance with M.G.L. c. 44 §1, approval requires the affirmative vote of two-thirds of all members of the Town Council.

20 009 Mayor: Approval for the calling of debt exclusion ballot questions at a special election.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

RESOLUTION and ORDER pursuant to the provisions of G.L. c.59 § 21C
this _____ day of _____, 20__

(1) that the Town of Braintree, pursuant to G.L. c. 59, § 21C(k), shall seek voter approval at the next special election on March 28, 2020, to assess taxes in excess of the amount allowed pursuant to G.L. c. 59 §21C for the payment of principal and interest on bonds, notes or certificates of indebtedness, issued by the Town of Braintree to pay costs of designing, constructing, equipping and furnishing a new South Middle School, to be located behind the existing South Middle School at 232 Peach Street in Braintree, Massachusetts, including the payment of all costs incidental or related thereto; and

(2) that the Town of Braintree, pursuant to G.L. c. 59, § 21C(k), shall seek voter approval at the next special election on March 28, 2020, to assess taxes in excess of the amount allowed pursuant to G.L. c. 59 §21C for the payment of principal and interest on bonds, notes or certificates of indebtedness, issued by the Town of Braintree to pay costs of replacing the roofs at Highlands Elementary School (144 Wildwood Avenue, Braintree MA), Flaherty Elementary School (99 Lakeside Drive, Braintree, MA), Hollis Elementary School (482 Washington Street, Braintree, MA), Liberty Elementary School (49 Proctor Road, Braintree, MA), Monatiquot Kindergarten (25 Brow Avenue, Braintree, MA) and Morrison Elementary School (260 Liberty Street, Braintree, MA), including the payment of all costs incidental or related thereto; and

(3) that the Town of Braintree, pursuant to G.L. c. 59, § 21C(k), shall seek voter approval at the next special election on March 28, 2020, to assess taxes in excess of the amount allowed pursuant to G.L. c. 59 §21C for the payment of principal and interest on bonds, notes or certificates of indebtedness, issued by the Town of Braintree to pay costs of a feasibility study with respect to the redevelopment of Braintree High School, to be located at 128 Town Street, Braintree, Massachusetts, including the payment of all costs incidental or related thereto.

(4) that the Town of Braintree, pursuant to G.L. c. 59, § 21C(k), shall seek voter approval at the next special election on March 28, 2020, to assess taxes in excess of the amount allowed pursuant to G.L. c. 59 §21C for the payment of principal and interest on bonds, notes or certificates of indebtedness, issued by the Town of Braintree to pay costs of enhancing security measures throughout the school system, including the payment of all costs incidental or related thereto.

(2) to that end the Town Clerk is hereby directed to place the following questions on the ballot:

(i) Shall the Town of Braintree be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of designing, constructing, equipping and furnishing a new South Middle School, to be located behind the existing South Middle School at 232 Peach Street in Braintree, Massachusetts, including the payment of all costs incidental or related thereto?

Yes ____ *No* ____

(ii) Shall the Town of Braintree be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of replacing the roofs at Highlands Elementary School (144 Wildwood Avenue, Braintree MA), Flaherty Elementary School (99 Lakeside Drive, Braintree, MA), Hollis Elementary School (482 Washington Street, Braintree, MA), Liberty Elementary School (49 Proctor Road, Braintree, MA), Monatiquot Kindergarten (25 Brow Avenue, Braintree, MA) and Morrison Elementary School (260 Liberty Street, Braintree, MA), including the payment of all costs incidental or related thereto?

Yes ____ *No* ____

(iii) Shall the Town of Braintree be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of a feasibility study with respect to the redevelopment of Braintree High School, to be located at 128 Town Street, Braintree, Massachusetts, including the payment of all costs incidental or related thereto.

Yes ____ *No* ____

(iv) Shall the Town of Braintree be allowed to exempt from the provisions of Proposition two and one-half, so called, the amounts required to pay for the bonds issued in order to pay costs of enhancing security measures throughout the school system, including the payment of all costs incidental or related thereto?

Yes ____ *No* ____

Note: This request requires advertising and a public hearing under Section 2-9 of the Town Charter. In accordance with M.G.L. c. 59 s. 29C approval requires the affirmative vote of two-thirds of all members of the Town Council.

Finally, on behalf of the Mayor, I respectfully request that these items be taken out of order on Tuesday evening in order to refer the matters to the Ways and Means Committee at the start of the meeting. Also, the Mayor respectfully requests an opportunity to provide the council with a brief introduction of these items prior to the referral. This is not intended to be an opportunity for questions or discussion.

Once the matters are referred, and to ensure that the Ways and Means Committee has sufficient time to review and gather all necessary information to make an informed decision, we would respectfully request that multiple meetings be scheduled in advance of the February 4, 2020 full council meeting. In order to meet the regulatory time frames for the special election, a vote must be taken by this date.

Please do not hesitate to contact me if there are any further questions regarding this matter.

Thank you.

#20-010

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 JAN 24 AM 10: 11

MEMORANDUM

To: Shannon Hume, Town Council President
Braintree Town Councilors

From: Charles C. Kokoros, Mayor

CC: Nicole I. Taub, Interim Chief of Staff and Operations
Edward Spellman, Director of Municipal Finance
Dr. Frank Hackett, Superintendent

Re: 20 010 Mayor: Authorization to appropriate funds from the Braintree School Building Authority capital stabilization fund or take up any action relative thereto.

Date: January 23, 2020

President Hume, Braintree Town Councilors,

As you know, on January 21, 2020, the Council referred several items to the Ways and Means Committee for review. Included in these items was 20 010 Mayor: Authorization to appropriate funds from the Braintree School Building Authority capital stabilization fund or take up any action relative thereto.

In conjunction with the FY2018 budget, the Town introduced the creation of the Braintree School Building Authority (BSBA) stabilization fund. The purpose of the fund is to accumulate and manage funds for school building repairs, renovation and new construction and to be used as a match for the funding formula provided by the Massachusetts School Building Authority (MSBA). The current fund balance is $2,007,130.63.

MDS Architects and Owners Project Manager Hill International completed the MSBA Design Development phase of the South Middle School project at the end of December 2019. The Detailed Design will be submitted to the MSBA for review later this month and is a necessary component to the project. The total cost associated with the work performed is $1,718,229.00, which is broken down as follows:

- MDS Architects--$1,438,229.00
- Hill International--$280,000.00

The transfer of funds being requested will be used to pay both firms for their work completed to date.

Accordingly, your review and approval of the following motion is requested:

Motion: That the sum of $1,718,229.00 be appropriated from the Braintree School Building Authority capital stabilization fund for the purpose of paying for costs relating to the planning and design of the South Middle School Renovation Project.

Since these requests involve the appropriation of funds within the fiscal year 2020 budget, advertising and a public hearing is required under the sections 2-9 and 6-7 of the Town Charter.

Note: Where this is an appropriation of funds from a stabilization fund, a two-thirds vote of the Council is required.

Braintree Public Schools
ACHIEVING • CREATIVE • INCLUSIVE

Frank Hackett, Ed.D.
Superintendent of Schools

James Lee
Assistant Superintendent of Schools

To: Shannon Hume, Town Council President
Braintree Town Councilors

From: Dr. Frank Hackett
Superintendent of Schools

CC: Charles C. Kokoros, Mayor
Nicole I. Taub, Interim Chief of Staff and Operations
Edward Spellman, Director of Municipal Finance

Re: 20 011 Superintendent of Schools: Authorization to submit Statements of Interest Forms for consideration by the Massachusetts School Building Authority for replacement of school roofs or take up any action relative thereto.

Date: January 23, 2020

President Hume, Braintree Town Councilors,

As you know, on January 21, 2020, the Council referred several items to the Ways and Means Committee for review. Included in these items was 20 011 Superintendent of Schools: Authorization to submit Statements of Interest Forms for consideration by the Massachusetts School Building Authority for replacement of school roofs or take up any action relative thereto. As you may know, school systems may apply for funding for school facility repairs from the Massachusetts School Building Authority (MSBA) as part of their Accelerated Repair Program. Braintree is submitting for roof replacements for five (5) elementary schools and the Monatiquot Kindergarten Center. In order to be considered for funding, the MSBA requires that the school department provide a Statement of Interest. The Council must first authorize me, as the Superintendent, to submit a Statement of Interest for each project. The Statement of Interest is not a commitment to either the project or any local funding and instead simply allows Braintree to be considered for MSBA funding.

Accordingly, your review and approval of the following motion is requested:

Motion: Having convened in an open meeting on February 4, 2020, prior to the closing date, the Town Council of Braintree, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent of the Braintree Public School Department to submit to the Massachusetts School Building Authority Statements of Interests dated February 4, 2020 for: Highlands Elementary School (144 Wildwood Avenue, Braintree MA), Flaherty Elementary School (99 Lakeside Drive, Braintree, MA), Hollis Elementary School (482 Washington Street, Braintree, MA), Liberty Elementary School (49 Proctor Road, Braintree, MA), Morrison Elementary School (260 Liberty Street, Braintree, MA) and Monatiquot Kindergarten (25 Brow Avenue, Braintree, MA) which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for the repair and/or replacement of roofs as described in Priority #5 of

the Statement of Interest, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Braintree Public School District to filing an application for funding with the Massachusetts School Building Authority.

20 012

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

MEMORANDUM

Date: January 16, 2020

To: Shannon L. Hume, Council President

From: Charles C. Kokoros, Mayor CCK

Re: Appointment to the Cultural Council

cc: James Casey, Town Clerk
Town Councilors
Sue Cimino, Clerk of the Council

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 JAN 16 PM 7:35

Pursuant to my authority as Mayor under Section 3-3 of the Braintree Town Charter I hereby appoint Emily Ego, of 15 Frederick Road, to the Braintree Cultural Council.

I appreciate your review of this appointment and request favorable action. Attached is Emily Ego's resume.

H. EMILY EGO

15 Frederick Road, #1 Braintree, MA
617-272-5850 heg001@gmail.com

OBJECTIVE

To obtain employment in the company of like-minded individuals where I can apply my excellent organizational, management, oral and written communications and human relations skills. I look forward to establishing and maintaining effective working relationships with an enthusiastic set of productive people.

EDUCATION

Boston University, Master of Science in Investment Management	**May 2010**
Boston University, Bachelor of Science in Business Administration	**May 1992**

EXPERIENCE

Durfee High School Math Department — **Fall River, MA**
Algebra II — **(2016 – 2018)**

- Taught Algebra II curriculum to sophomore and junior students.

North American Management — **Boston, MA**
Trading Manager — **(2004 – 2016)**

- Manage trade operations for a $1.2 billion asset base wealth management firm. Executing in the domestic equity and fixed income markets with a typical annual turnover of 30%.
- Maintain $250,000 p.a. vendor budget. Semi-annual review of existing contracts, reconciliation of credits earned, and payment of vendor invoices in a timely manner.
- Conduct a quarterly review of trade executions benchmarked to industry standard metrics. Findings are used to improve trading implementation and evaluate broker performance.
- Train and mentor staff about trading in the equity and fixed income markets.
- Document all operational procedures of the trading desk as they are developed and revised.

Property Management — **Boston, MA**
Owner — **(2013 – present)**

- Own two multi-family homes located in East Boston and Braintree. Responsible for financing, accounting, construction project management, and general maintenance.

Northport Securities — **New York, NY**
Clerk, *New York Stock Exchange (NYSE)* — **(2003 – 2004)**

Banca IMI Securities — **New York NY**
Trader, *U.S. Domestic Equity Desk* — **(1996 – 2003)**

Credit Suisse First Boston — **New York, NY**
Trader, *International Equity Desk* — **(1992 – 1996)**

OTHER RELEVANT EXPERIENCE

Enrichment Triad Model, Olympics of the Mind Swarthmore Elementary School	**(September 1980 – May 1983)**
AFS Exchange Student, Frederickshavn Denmark	**(May 1984 – August 1984)**
Rotary Exchange Student, Copenhagen Denmark	**(August 1987 – August 1988)**
Massachusetts Preliminary License, Mathematics, 1-6	**Issued July 2015**
Junior Achievement Volunteer, Boston	**(June 2016 – present)**

20 013

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 JAN 16 PM 7:35

MEMORANDUM

Date: January 16, 2020

To: Shannon L. Hume, Council President

From: Charles C. Kokoros, Mayor CCK

Re: Appointment to the Cultural Council

cc: James Casey, Town Clerk
Town Councilors
Sue Cimino, Clerk of the Council

Pursuant to my authority as Mayor under Section 3-3 of the Braintree Town Charter I hereby appoint Jennifer Lynn, of 27 Elmwood Park to the Braintree Cultural Council.

I appreciate your review of this appointment and request favorable action. Attached is Jennifer Lynn's resume.

JENNIFER S. LYNN

27 ELMWOOD PARK • BRAINTREE, MA • 02184
Phone: 603-591-7484 • E-Mail: nurturedrootsma@gmail.com

WORK EXPERIENCE

Nurtured Roots — Braintree, MA
Owner — May 2018-Present

- Conduct wellness coaching with clients to create individualized and sustainable life goals.
- Perform Reiki for clients to help improve physical and mental well-being.
- Plan, promote, and host child yoga and mindfulness classes and workshops.

Braintree Public Schools — Braintree, MA
Substitute Teacher (K-5) — October 2016-Present

Bright Horizons Family Solutions — Braintree, MA
Toddler Teacher — July 2008-October 2010

- Prepared and delivered daily lessons plans.
- Conducted regular meetings with parents to discuss their child's progress.
- Prepared monthly newsletters on activities and other information about the planned curriculum.

Bailey Capital Corporation — Washington, DC
Executive/Personal Assistant — October 2006-May 2008

Terence C. Golden, Chairman; Federal City Council and Bailey Capital Corporation, Washington, DC

- Managed full scope of administrative responsibilities for chairman of two organizations.
- Managed calendar, contacts and correspondence for executive.
- Maintained multiple financial accounts and managed professional financial obligations for executive.
- Supervised executive's obligations to multiple Boards of Directors on which he serves.
- Planned and conducted on-site execution of social events.
- Acted as liaison for management of three family properties.

Pre-2006 positions and references available upon request.

EDUCATION

University of New Hampshire — Durham, NH

- December 2001 - Bachelor of Science in Family Studies, minor in Education

TRAININGS/CERTIFICATIONS

Lisa Powers Academy

- June 2019 – Certified Usui Ryoho Shoden Reiki Level I
- July 2019 – Certified Usui Ryoho Okuden Reiki Level II

ChildLight Yoga — Dover, NH

- July 2018 – Yoga & Mindfulness for Children Instructor Training - October 2018 certification
- July 2018 – Yoga & Mindfulness in Schools Instructor Training - October 2018 certification
- January 2019 – Yoga for Babies and Toddlers Instructor Training - July 2019 certification
- July 2019 – Trauma Informed Yoga and Mindfulness for Youth workshop
- November 2019 – Yoga & Mindfulness for Children: Advanced Teaching Concepts
- November 2019 – Yoga & Mindfulness for Diverse Abilities Teacher Training

Satya Worldwide Asheville, NC

- August 2018 – Certified Mindfulness Instructor for Children

The Zen Loft West Bridgewater, MA

- January 2018 – Certified First Degree Usui Shiko Ryoho Reiki Practitioner
- May 2018 – Certified Second Degree Usui Shiko Ryoho Reiki Practitioner

Institute for Wellness Education Teaneck, NJ

- March 2018 – Certified Wellness Coach Level 1, with Distinction

University of New Hampshire (Continuing Education) Durham, NH

- Exploring Math with Young Children (Summer 2004, Grade: A)
- Foundations of Literacy Instruction (Summer 2004, Grade: A)
- Alternative Teaching Perspectives on the Nature of Education (Fall 2004, Grade: A)

SELECTED ACTIVITIES

- Braintree Alliance for Safe and Healthy Youth committee member (2019-present)
- Braintree Parent Teacher Organization (2016-present); President (2018-present)
- American Cancer Society: Relay for Life Event Leadership Team (2009-2019)
- Norwell VNA and Hospice: Hospice House Volunteer (2015-2018)

20 014

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

MEMORANDUM

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 JAN 16 PM 7:35

Date: January 16, 2020

To: Shannon L. Hume, Council President

From: Charles C. Kokoros, Mayor CCK

Re: Appointment to the Zoning Board of Appeals

cc: James Casey, Town Clerk
Town Councilors
Sue Cimino, Clerk of the Council
Christine Stickney, Director of Planning and Community Development

---

Pursuant to my authority as Mayor under Section 3-3 of the Braintree Town Charter I hereby appoint Timothy E. Burke, of 32 Connelly Circle, to the Braintree Zoning Board of Appeals.

I appreciate your review of this appointment and request favorable action. Attached is Timothy Burke's resume.

Timothy E. Burke

1/6/2020

32 Connelly Circle
781-848-5297
781-249-9797 Cell
timburke5@verizon.net

OBJECTIVES

Serve on the Zoning Board of Appeals

EDUCATION

Northeastern Unitversity

1985
Bachelor of Science in Management Information Systems

EXPERIENCE

Professional

Retired Staff Manager/Team Leader, Partners Health Systems
2008 - 2015
Manager of a Team of Software Engineers charged with converting all of the Partners Hospitals to a New Electronic Health Record System.

Associate Director of Software Development, Programart/ Compuware
1994 – 2008
Managed a team of Software Developers in the creation and maintenance Of the industry leading Applications Performance Analysis product.

Personal

Town Meeting Member
Chair of Government Study Committee
Citizen's Zoning Review Committee
American Legion Post 86
Knights of Columbus
St. Vincent De Paul
Braintree Historical Society
Braintree Men's Club
Braintree Democratic Town Committee

20 015

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

MEMORANDUM

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 JAN 16 PM 7:35

Date: January 16, 2020

To: Shannon L. Hume, Council President

From: Charles C. Kokoros, Mayor CCK

Re: Appointment to the Planning Board

cc: James Casey, Town Clerk
Town Councilors
Sue Cimino, Clerk of the Council
Christine Stickney, Director of Planning and Community Development

---

Pursuant to my authority as Mayor under Section 3-3 of the Braintree Town Charter I hereby appoint William J Grove, of 1414 Washington Street, to the Braintree Planning Board.

I appreciate your review of this appointment and request favorable action. Attached is William Grove's Resume.

William J Grove

1414 Washington St

Braintree, MA 02184

January 15, 2020

Mayor Charles Kokoros

1 JFK Drive

Braintree, MA 02184

Mayor Kokoris;

I am writing this letter to express an interest in an appointment to the Planning Board for Braintree.

I have prior experience of approximately 16 years on the Planning Board, 4 years on the Zoning Board of Appeals and additional participation on other non-elected boards and committees. All these activities were for Braintree.

I believe I could assist in helping create the Braintree that the Residents want it to be.

If you require additional information, please let me know.

Thanks you for your consideration.

William J. Grove

William J Grove

Create Opportunities

January 14, 2020

Engagement letter tailored for:

Town of Braintree, Massachusetts

Prepared by:
Daniel M Sullivan, CPA
dan.sullivan@CLAconnect.com
direct 781-402-6315 | mobile 617-548-4621

CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

January 14, 2020

Ms. Shannon Hume, Council President
Town of Braintree
1 John F. Kennedy Memorial Drive
Braintree, MA 02184

Dear Ms. Hume:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Town of Braintree, Massachusetts ("you," "your," or "the Town"). The terms of our engagement will continue to apply until such time the agreement is changed in a communication that you and CLA both sign or terminated as permitted herein.

Daniel M Sullivan is responsible for the services identified in this agreement. He may be assisted by one or more of our authorized signers in the performance of the identified services.

Scope of professional services

CLA will provide Town Auditor services for the Town for the three year period beginning May 1st 2020 through April 30, 2023. Our services may consist of the following:

- Conduct performance, operational, and financial audits. Issues detailed audit reports to the Town Council, for the Council to develop an action plan on each audit issue.

- Work with the Town's Director of Municipal Finance in the review of current internal controls and the design, development and implementation of enhanced controls.

- On an ongoing basis, examine and review incoming and outgoing cash flow of the Town by obtaining evidentiary documentation (e.g. receipts, purchase orders, invoices, etc.)

- Provide analysis to the Councilors on the Mayor's proposed operating and capital budgets. Review/ analyze each financial measure proposed by the Mayor and provides a detailed recommendation to the Town Council.

- Conduct special projects and analyses as requested by the Councilors; for example, identifying cost components and cost drivers of various programs, expenditure trend analysis and comparative analyses of revenue and expenses.

- Review the total Town cash reconciliation between the treasurer and the accountant and the data provided to the Dept. of Revenue. This includes all bank accounts, investments and trust funds.

- Conduct an annual physical inventory of any and all Town-owned assets. Reconciles the inventory to Town capital asset records and department procurements back up.

- Attend meetings as requested by the Town Council and the Ways and Means Sub Committee, especially during budget discussions.

- Act as the Town Council liaison with the administration regarding all financial issues (e.g. appropriation requests, expenditures, etc.) to be discussed during Town Council meetings.

- Review certain data prepared by the Assessor's office including the tax rate, recapitulation, tax levy limitation, tax burden shift worksheets, tax classifications and department of revenue estimated receipts and charges.

- When the proposed capital improvement program (CIP) is submitted to the Town Council by the Mayor, as required by the Charter, section 6-10, review the proposed CIP and make detailed recommendations to the Town Council.

Engagement objectives, limitations, and responsibilities

The objective of our engagement is to assist the Town in managing the major capital projects of the Town form initiation to close out.

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this letter, we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. Our total fees for each year will not exceed the following:

Year 1	$80,000
Year 2	$85,000
Year 3	$85,000

Billing rates guaranteed through April 30, 2021:

- Services performed by Principal and Manager (Dan Sullivan and Shawn McGoldrick) $170 per hour
- Services performed by senior $120 per hour
- Services performed by associate $100 per hour

Billing rates guaranteed for the period May 1, 2021 through April 30, 2022:

- Services performed by Principal and Manager (Dan Sullivan and Shawn McGoldrick) $175 per hour
- Services performed by senior $125 per hour
- Services performed by associate $110 per hour

Billing rates guaranteed for the period May 1, 2022 through April 30, 2023:

- Services performed by Principal and Manager (Dan Sullivan and Shawn McGoldrick) $180 per hour
- Services performed by senior $130 per hour
- Services performed by associate $115 per hour

Our invoices for these fees will be rendered each month and are payable on presentation. Terms of payment for services are **net 30 days**. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not provided all of the services listed above. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform (https://www.claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the Commonwealth of Massachusetts, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this engagement agreement, but any recovery on any such claim shall not exceed the portion of the total fees actually paid by you to CLA that corresponds to the particular service(s) that give(s) rise to the claim (i.e., the specific service(s) that a CLA party performed in such a manner as to cause CLA to be liable to you).

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced separately within twelve (12) months ("Limitation Period") after the date when we deliver such services under this agreement to you on which the dispute is based, regardless of whether any CLA party provides other services for you under this agreement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Service satisfaction

If you are not completely satisfied with the services performed by CLA, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the Town to any persons without the authorization of Town management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the Town to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the Town shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in an Town of your size and nature. We will require management to approve any changes in the application of accounting standards and procedures at the Town. Internal controls may be recommended relating to the safeguarding of the Town's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The Town agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us.

Sincerely,

CliftonLarsonAllen LLP

Daniel M Sullivan, CPA
Principal
Direct Phone 617-548-4621
Dan.Sullivan@CLAconnect.com

Response:

This letter correctly sets forth the understanding of the Town of Braintree, Massachusetts.

Authorized Signature: _____

Title: _____

Date: _____

Braintree Town Council

ORDER NO: 17 025 (1)
renumbered from 132 16

DATE FILED: DECEMBER 20, 2016

REQUEST OF: COUNCIL PRESIDENT

APPOINTMENT – TOWN AUDITOR

Pursuant to Section 2-8 (A) of the Charter of the Town of Braintree the Town Council appoints CliftonLarsonAllen as Town Auditor for a three year contract effective April 24, 2017 through April 23, 2020.

YEAS: Bowes, Clifford, Hume, Kokoros, Mullaney, O'Brien, Owens, Powers, Ryan

NAYS: NONE

ABSENT: NONE

PASSED IN COUNCIL: APRIL 24, 2017

A True Record, Attest:

4/25/2017
Date Approved

James M. Casey, Town Clerk

Braintree Town Council

ORDER NO: 17 025 (2)
renumbered from 132 16

DATE FILED: DECEMBER 20, 2016

REQUEST OF: COUNCIL PRESIDENT

TOWN AUDITOR

"Vote to Amend Section VI. COMPENSATION to include: This contract states the standard hourly rate of $160 for year 1 and year 2 and an hourly rate of $165 for year 3 for Daniel Sulivan, CPA, Principal. This contract states the standard hourly rate of $135 for year 1 and 2 and an hourly rate of $140 for year 3 for Hannah York, Manager. This contract states the standard hourly rate of $135 for year 1 and 2 and an hourly rate of $140 for year 3 for Shawn McGoldrick, Manager. An hourly rate will be **$50** for all other staff members. No travel time will be billed to the Town and all reasonable documented expenses (postage, photocopying, etc.) shall be billed at cost."

YEAS: Bowes, Clifford, Hume, Kokoros, Mullaney, O'Brien, Owens, Powers, Ryan

NAYS: NONE

ABSENT: NONE

PASSED IN COUNCIL: APRIL 24, 2017

A True Record, Attest:

4/25/2017
Date Approved

James M. Casey, Town Clerk

Braintree Town Council

ORDER NO: 17 025 (3)
renumbered from 132 16

DATE FILED: DECEMBER 20, 2016

REQUEST OF: COUNCIL PRESIDENT

TOWN AUDITOR

"Section IX. ENFORCEABILITY OF CONTRACT that the Council President be authorized to execute this contract on the behalf of the Town Council."

YEAS: Bowes, Clifford, Hume, Kokoros, Mullaney, O'Brien, Owens, Powers, Ryan

NAYS: NONE

ABSENT: NONE

PASSED IN COUNCIL: APRIL 24, 2017

A True Record, Attest:

4/25/2017
Date Approved

James M. Casey, Town Clerk

Braintree Town Council

ORDER NO: 17 025 (4)
renumbered from 132 16

DATE FILED: DECEMBER 20, 2016

REQUEST OF: COUNCIL PRESIDENT

TOWN AUDITOR

Section XV. TERMINATION be Accepted as presented.

XV. TERMINATION

This contract may be terminated by either party upon receipt of thirty days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. CLIFTONLARSONALLEN shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town. **HOWEVER, IN ORDER FOR THE TOWN TO EXECUTE A VALID AND LEGAL TERMINATION OF THIS CONTRACT, SIX MEMBERS OF THE TOWN COUNCIL MUST VOTE IN FAVOR OF TERMINATING THIS CONTRACT.**

YEAS: Bowes, Clifford, Hume, Kokoros, Mullaney, O'Brien, Owens, Powers, Ryan

NAYS: NONE

ABSENT: NONE

PASSED IN COUNCIL: APRIL 24, 2017

A True Record, Attest:

4/25/2017
Date Approved

James M. Casey, Town Clerk

#20-019

RECEIVED TOWN CLERK
BRAINTREE, MA
2020 JAN 31 PM 1:52

Office of the Mayor
One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

MEMORANDUM

To: Shannon Hume, President of the Council
Susan Cimino, Clerk of the Council
James Casey, Town Clerk

From: Charles C. Kokoros, Mayor CCK

Cc: Nicole I. Taub, Interim Chief of Staff and Director of Operations
Edward Spellman, Director of Municipal Finance
Karen M. Shanley, Director of Human Resources

Date: January 31, 2020

Re: Motion to Transfer Funds from the Human Resources Salary Reserve or take up any action relative thereto

---

President Hume, Clerk Casey and Clerk Cimino,

I am pleased to report that the Town has concluded negotiations with the Braintree Library Staff Association, MLSA Local 4928, AFT Massachusetts, AFL-CIO, (BLSA) and a collective bargaining agreement for the July 1, 2019 – June 30, 2022 term has been reached. The following item is to fund this union contract.

The agreement with the BLSA includes a two percent (2%) wage increase for the current fiscal year, a three percent (3%) increase in year two and a two percent (2%) increase in year three. These increases are consistent with the agreements reached with the UWUA, BPMA, BPSOA,BPOA and AFSCME and is a fair and affordable agreement that stays within the fiscal parameters that were originally requested and approved in the 2020 budget. As a result, funds for these contractual increases are to be transferred from the Town's salary reserve account in the current Human Resources budget.

The amounts to be transferred are as follows:

BLSA	$9,351.76	from Human Resources Salary Reserve

For your reference, attached you will find a detailed breakdown to support the transfer request, including the position, the budgeted amount, the value of the contractual increase and the transfer amount required to fulfill the FY2020 cost of living increase. Again, this is a request for a transfer of funds from the Human Resources Salary Reserve approved with the FY2020 budget and is not a request for any new fiscal appropriations.

#20-019

Accordingly, your review and approval of the following motion is requested:

Motion

MOTION: That the Town vote to amend the wage and salary classification schedules, as most recently amended by transferring the sum of $9,351.76 for the purpose of funding a wage increase as detailed in the Memorandum of Agreement (MOA) for the Braintree Library Staff Association, MLSA Local 4928, AFT Massachusetts, AFL-CIO, (BLSA) effective July 1, 2019, and for this purpose, the sum of $9,351.76 be transferred from the Human Resources/ Program 04 – Employee Benefits/ Benefits Reserve 5179 and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required. In anticipation of approval of these agreements, funds were appropriated to a salary reserve account in the previously approved Fiscal Year 2020 budget.

Since these requests involve the appropriation of funds within the fiscal year 2020 budget, advertising and a public hearing are required under the sections 2-9 and 6-7 of the Town Charter.

#20-020

RECEIVED TOWN CLERK
BRAINTREE, MA

2020 JAN 31 PM 1:52

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Charles C. Kokoros
Mayor

781-794-8100

MEMORANDUM

Date: January 28, 2020

To: Shannon L. Hume, Council President

From: Charles C. Kokoros, Mayor CCK

Re: Appointment to the Cultural Council

cc: James Casey, Town Clerk
Town Councilors
Sue Cimino, Clerk of the Council

Pursuant to my authority as Mayor under Section 3-3 of the Braintree Town Charter I hereby appoint Anne Stuart, of 10 Azel Road to the Braintree Cultural Council.

I appreciate your review of this appointment and request favorable action. Attached is Anne Stuart's resume.

#20-020

Anne Stuart
10 Azel Road, Braintree, MA 02184
annestuart@beld.net / annejstuart@gmail.com
617/877-6512

Dear Braintree Cultural Council Members:

As a writer, storyteller, artist, instructor, and long-time Braintree resident, I'm most interested in serving on the Braintree Cultural Council.

By profession, I'm a writer and editor. After long career as a journalist for daily newspapers and national magazines, I switched to higher education; I now work in communications for MIT. I also teach graduate-level communications courses for Regis College and Southern New Hampshire University.

By avocation, I'm a creative writer, a mixed-media artist, and, most recently, a standup storyteller. Following are snapshots from each activity.

- **Creative Writing:** I'm a founding faculty member at the Braintree Community Arts Center, where I've been running regular writing "retreats." These are half-day events where writers of all levels and in all genres gather to create, share, and comment on each other's work. We've developed a small but lively group of regulars, including some who have published their work, and we still attract newcomers as well. We hope to schedule a public reading of our members' works sometime in 2020.

  I've also taught writing workshops at the Boston, Brookline, and Cambridge Centers for Adult Education since the late 1980s, and I've spoken or taught at writing conferences nationwide. For several years, I organized weekend creative-writing retreats at venues around New England as well.

- **Mixed-Media Art:** Since 2007, I've been the volunteer organizer for the New England Mixed-Media Meetup, a group whose members also gather regularly to paint, draw, collage, and work on art journals and a wide range of other projects. As a group, we participated in an international exhibition; individual

members have gone on to show or sell their work in local galleries and at art fairs. For several years, several friends and I rented studio space west of Boston, where we offered art and writing workshops and weekend art retreats.

- **Storytelling:** Most recently, I've been writing and telling true stories along the lines of NPR's "The Moth Radio Hour." In the past year-plus, I've appeared in live shows in Boston, Cambridge, Hartford, and Lenox. Earlier this year, I applied for and received a grant from the MIT Council on the Arts to bring a master storyteller to campus. He and I ran two half-day workshops that were available free to anyone in the MIT community interested in learning to how to tell true stories live onstage. About 100 people participated, and we have scheduled several follow-up practice sessions ahead of a live show planned for next spring.

I hope that's enough to demonstrate that I'm a lifelong lover of, and participant in, a variety of arts and cultural activities. Because my husband and I have lived in Braintree for 30 years, I'm especially interested in being part of our town's Cultural Council. Please let me know if you need an official resume, recommendations, or any other information from or about me.

Best regards,

Anne Stuart

Office of the
Town Auditor
Mobile: (978) 808-1871
Shawn.McGoldrick@claconnect.com

TOWN OF BRAINTREE
ONE JFK MEMORIAL DRIVE
BRAINTREE, MASSACHUSETTS 02184

To: Shannon L. Hume, President of the Council

CC: Susan Cimino, Clerk of the Council
Dan Sullivan, Town Auditor

From: Shawn McGoldrick, Town Auditor

Date: January 14, 2020

Regarding: South Middle School Project

Dear President Hume,

Per your request, I am providing you with a list of the challenges that Dan Sullivan and I think the Town of Braintree ("Town") needs to address before it borrows $50,000,000 for 30 years to fund the South Middle School Project without a debt exclusion. This borrowing will increase the Town's debt service budget on average by approximately $2,500,000 per year for the next 30 years. We are concerned the annual debt service of the South Middle School Project will challenge to the Town's ability to stay within Proposition 2 ½ in the foreseeable future. The following is a list of the specific challenges we feel the Town that needs to address:

1. The latest 5 year annual projection from the Director or Municipal Finance (which includes the debt service for the South Middle School Project) that was provided in the fall/early winter shows projected operating deficits of $137,070, $291,579, $1,532,912 and $4,884,534 in fiscal years 2022, 2023, 2024 and 2025, respectively. These operating deficits would need to be resolved.

2. The latest 5 year annual projection from the Director or Municipal Finance (which includes the debt service for the South Middle School Project) that was provided in the fall/early winter will require the Town to increase trash fees, cut appropriations and use one-time funding sources to try and balance the Town's operating budgets for the next few years. The increase in trash fees, cuts in appropriations and use of one-time funding sources, arguably may not be feasible in reality.

    a. Increase the annual trash free $1,000,000. This will be an increase per household of approximately $100.

    b. Use $1,000,000 of free cash each year for the fiscal years ending June 30, 2021, 2022 and 2023.
    c. Use $500,000 of the School trust each year for the fiscal years ending June 30, 2021, 2022, 2023 and 2024. This will essential deplete the trust fund.

d. Make no contribution to the OPEB trust fund in fiscal year 2021 and essentially no OPEB contribution for fiscal years 2022 and 2023.

e. Possible 0.75% operating budget reductions in school, police, fire and DPW departments.

3. In order for the Town to stay within the confines of proposition 2 ½, for the foreseeable future, the Town will be required to estimate local receipts equal to actual. In the past the Town has been able to estimate local receipts below actual and therefore was able to pick up free cash each year because of it. For the foreseeable future, it is unlikely the Town will generate free cash from local receipts.

4. In order for the Town to stay within the confines of proposition 2 ½ , the Town most likely will need to tighten its operating budgets. Historically the Town would underspend approximately 1% of its total operating budget which would fall to free cash. It is reasonable to predict that for the foreseeable future, little free cash will be generated by unencumbered/unexpended appropriations.

5. Because the Town will be using $1,000,000 of free cash each year and generating little free cash, it is reasonable to predict that free cash will dwindle to an insignificant amount over the next few years. The Town has grown accustomed to using free cash each year to fund capital projects, overtime and snow and ice deficits. It is reasonable to predict that new sources of revenues will need to be found to fund these appropriations.

6. As free cash depletes, so does the Town's general fund unassigned fund balance. The Town currently holds a bond rating from Standard & Poor's (S&P) of AA+/positive outlook. Decrease in the Town's unassigned fund balance may negatively impact the Town's bond rating.

7. The Town will be using the Braintree School Building Authority Trust fund (BSBA) each year to ease the burden the that debt services for the East Middle School and South Middle School will have on the operating budget. The BSBA will be depleted in 5 years.

8. The Town will be borrowing for the South Middle School in such a way that will allow it to defer principal payments significantly for the first few years of the bond helping out the first 5 years of the payback period. Debt service for the South Middle School will increase significantly in year 6 and continue for about 5 years after that. We only have a budget projection for 5 years, so we do not have a picture of how the increase in debt service will impact the Town's operating budget beyond 5 years.

Please contact me anytime if you have questions regarding this or any other matter.

Sincerely,

Shawn McGoldrick