

**TO:** The Honorable Mayor and Town Council

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 4, 2022

**SUBJECT:** Award of Contract #2022-02 to Lenard Engineering, Inc. to provide DWSRF Assistance, Contract Administration and Construction Inspection Services during construction of the 16" water main installation along the Berlin Turnpike (between Deming Road and Woodlawn Road)

**SUMMARY:**

The Connecticut Department of Health will be providing a low interest loan under their Drinking Water State Revolving Fund (DWSRF) program for the replacement of a 20" concrete water main with a 16" ductile iron pipe. The existing concrete pipe is subject to a catastrophic failure, and as a result should be replaced with a better quality ductile iron pipe.

Berlin Water Control solicited bids to engage a Consulting Engineering Firm to provide oversight of the project. Proposals were received August 3, 2021 with four Firms responding: BL Companies, DPC Engineering, Lenard Engineering (LEI), and WMC Consulting Engineers. After interviews and a quality-based analysis of the four Firms, the State was satisfied with the selection process and Staff recommends that Lenard Engineering be selected to provide oversight services.

LEI's contract is in the amount of \$187,262.88 (which includes a 15% contingency because of potential supply-chain issues and delays).

**ACTION NEEDED:**

Move to authorize the Town Manager to award, and execute, Contract #2022-02 to Lenard Engineering, Inc. to provide Contract Administration and Construction Inspection Services during installation of a 16" water main along the Berlin Turnpike (between Deming Road and Woodlawn Road), as well as provide assistance in complying with the Drinking Water State Revolving Fund program.

**PREPARED BY:**

Ray Jarema, P.E., Water Control Commission



Agenda Item No. 10  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council

**FROM:** Aroscha Jayawickrema, Town Manager

**DATE:** May 4, 2022

**SUBJECT:** Award of Contract #2022-31 to Burns Construction for the Replacement of a 20" Concrete Pipe with a 16" Ductile Iron Pipe along the Berlin Turnpike (between Deming Road and Woodlawn Road)

**SUMMARY:**

Review of files indicated a 20" diameter pre-stressed concrete cylinder water pipe along the Berlin Turnpike, from Deming Road to Woodlawn Road (installed in 1966), has the potential for a catastrophic failure due to age and deterioration of the pipe. It is imperative that this pipe be replaced, regardless of the developments, as soon as possible.

BWCC intends to replace the twenty inch (20") concrete water pipe along the Berlin Turnpike from Deming Road to Woodlawn Road with a sixteen inch (16") ductile iron pipe, including directional drilling under the Mattabassett River, using a sixteen inch (16") HDPE pipe that will be connected to the ductile iron pipe. The concrete pipe will be abandoned in-place to reduce the cost of the project.

The bid opening was conducted April 19, 2022. The following bids were received:

	Company	Bid
1	Burns Construction Co., Stratford, CT	\$ 1,262,888
2	Tabacco & Son Builders, Bristol, CT	\$ 1,445,060
3	Paramount Construction, Newington, CT	\$ 1,514,051
4	Coastline Construction Corp., Clinton, CT	\$ 1,727,000
5	LTC Construction Co., New Britain, CT	\$ 1,741,821
6	Guerrera Construction Co., Oxford, CT	\$ 1,839,564

Staff and the Water Control's Consultant, Lenard Engineering, Inc. have reviewed the bids, and recommend awarding the contract to Burns Construction Co., of Stratford, CT.

Since the intent of the project is to be funded by a Drinking Water State Revolving Fund (DWSRF), low interest loan (2% over 20 years), the project and funding is operated by the Connecticut Department of Public Health.

**ACTION NEEDED:**

Move to authorize the Town Manager to award, and execute, Contract #2022-31 Water Main Replacement with Burns Construction Co. of Stratford, CT, in the amount of \$1,515,466 (which includes a 20% contingency), contingent upon the State Health Department award of low-interest funding.

**ATTACHMENT:**

Lenard Engineering, Inc. Bid Review/Recommendation

**PREPARED BY:**

Ray Jarema, P.E., Water Control Commission







2210 Main St.  
P.O. Box 1088  
Glastonbury, CT 06033  
Tel: 860 659-3100  
Fax: 860 659-3103

140 Willow St.  
Suite 8  
Winsted, CT 06098  
Tel: 860 379-6669  
Fax: 860 738-1272

19 Midstate Dr.  
Suite 200  
Auburn, MA 01501  
Tel: 508 721-7600  
Fax: 508 721-7610  
[www.lenard-eng.com](http://www.lenard-eng.com)

## Lenard Engineering, Inc.

Civil, Environmental and Hydrogeological Consultants

May 4, 2022

Mr. Raymond Jarema, Manager  
Town of Berlin Water Control Commission  
240 Kensington Road  
Berlin, CT 06037

### RE: Bid Review, Water Main Replacement, Berlin, CT; LEI Project No. 21-333

Dear Mr. Jarema:

On April 19, 2022, the Town of Berlin opened bids for the above referenced project; with six bids received as follows:

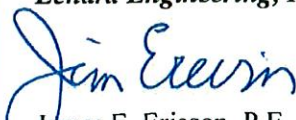
<u>BIDDER</u>	<u>TOTAL PROJECT</u>
Burns Construction Company, Inc..	\$1,262,888.00
Tabacco& Son Builders, Inc.	\$1,445,060.00
Paramount Construction, LLC	\$1,514,051.00
Coastline Construction Corp.	\$1,727,000.00
LTC Construction Company, Inc.	\$ 1,741,821.00
Guerrera Construction Company, Inc.	\$ 1,839,564.00

We have reviewed the references provided from Burns Construction Company, Inc. with numerous successful water main projects completed for Aquarion Water and in Norwalk CT. All references checked were favorable. Burns Construction Company has submitted the proper attachments with their bids. Based on their past performance, the bidder appears to be qualified to complete this project for the Town of Berlin.

Therefore, we recommend that the Town of Berlin award this contract to Burns Construction Company, Inc., the low bidder on the project, for the bid price of \$ **1,262,888.00**

If you or other Town of Berlin officials have any questions or comments regarding our review of the bids, I am at your service.

Very truly yours,  
**Lenard Engineering, Inc.**

  
James E. Ericson, P.E.  
Vice President

**Agenda Item No. 11**  
**Request for Town Council Action**

**TO: The Honorable Mayor and Town Council**

**FROM: Arosha Jayawickrema, Town Manager**

**DATE: May 9, 2022**

**SUBJECT: Proposed Leash Free Area at Pistol Creek**

**Summary of Agenda Item:**

For many years, the meadow of the Bicentennial Park was used as an “unofficial” leash-free area by dog owners. The Town of Berlin passed a new leash ordinance on December 14, 2021, that requires dogs to be on leashes on all public property including open spaces. An exception for the meadow area of the Bicentennial Park was granted until July 31, 2022, to give sufficient time to find an alternative leash-free area for the Town.

The Town is considering using one of the eighteen fairways at Pistol Creek (the one in front of the handicap parking) as a leash-free area.

The attached map of the proposed leash-free site has two sides with a natural barrier created by thick vegetation. The plan is to fence in the front and the back of the area outlined in the map and post signs indicating that this area is leash-free.

The proposed location is safe, with ample parking and will not create an undue burden to the taxpayers of Berlin.

**Action Needed:**

Discussion

**Attachments:**

Map of proposed leash free area at Pistol Creek.

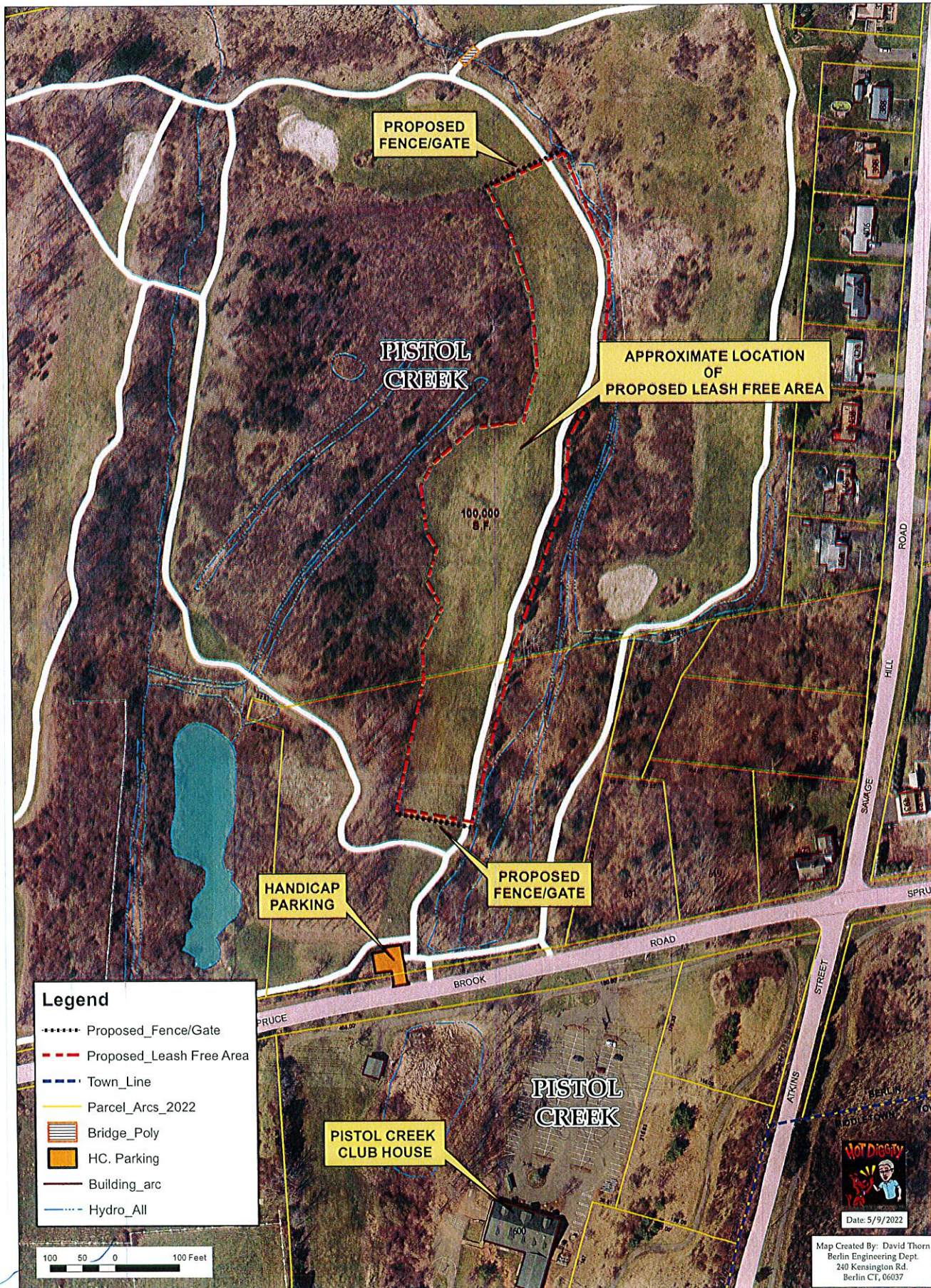
**Prepared By:**

Arosha Jayawickrema, Town Manager





# PROPOSED LEASH FREE AREA AT PISTOL CREEK





**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 2, 2022

**SUBJECT:** Neighborhood Assistance Act (NAA) Tax Credit Program

**SUMMARY:**

The Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program provides a tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS). A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects. Tax exempt entities desiring to obtain benefits under the NAA must complete an application and submit it to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes their portion of the application and submits it to DRS on or before July 1<sup>st</sup> of each year. Prior to submitting the application to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs. A liaison must also be designated to handle all Neighborhood Assistance matters.

This year, there were two proposals submitted from the Prudence Crandall Center and one from the Kensington Congregational Church. The Prudence Crandell Center provides a comprehensive array of services to victims of domestic violence to Berlin residents, schools, and community groups. Kensington Congregational Church's Historic 1774 Meetinghouse serves over 500 members through community outreach programs and activities. Both groups wish to submit proposals for the 2022 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

The first proposal from the Prudence Crandall Center is for energy efficiency would be used to benefit the Center's Rose Hill Energy Conservation Program. The energy efficiency initiatives planned include ongoing replacement and installation of energy efficient appliances in their supportive housing units, as well as an ongoing renovation to the building's HVAC system ventilation. Rose Hill anticipates as much as 30% increase in overall utility cost savings following the replacement of 7 appliances in the supportive housing apartments and the upgrading of the HVAC system controllers. The renovations are based on systems review by B&D Controlled Air Corp. The savings will increase funding available to help with the critical services and programs. The Prudence Crandall Center is requesting \$58,705 from the Neighborhood Assistance Act Tax Credit Program.

The second proposal from the Prudence Crandall Center is for programs serving low-income people. The funds would be part of the Center's Annual Appeal and would support emergency shelter, supportive housing, counseling, and advocacy services for victims of domestic violence and their families. It would also support community education and prevention services which help to educate the public, professionals and youth regarding the warning signs and risk factors. Domestic violence is a serious and pervasive social problem with devastating physical, psychological, and economic consequences for victims. The Prudence Crandall Center is requesting \$150,000 from the Neighborhood Assistance Tax Credit Program.

The third proposal which is from the Kensington Congregational Church is for the first phase of the restoration of 12 large double hung windows on the first floor which will improve energy conservation for the 1774 historic meeting house. The deteriorating windows date back over 100 years.

**ACTION NEEDED:**

Move to support proposals from the Prudence Crandall Center and the Kensington Congregational Church for the 2022 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and approve the setting of a Public Hearing for Tuesday, June 7, 2022 at 7:00 p.m. to discuss the proposals from the Prudence Crandall Center and the Kensington Congregational Church for the 2022 CT NAA Tax Credit Program and to solicit citizen input.

Move to designate Arosha Jayawickrema, Town Manager, the liaison for the Town of Berlin to handle all Neighborhood Assistance matters.

**ATTACHMENTS:**

Proposal from the Prudence Crandall Center; Energy Efficiency  
Proposal from the Prudence Crandall Center; Annual Appeal  
Proposal from the Kensington Congregational Church; Energy Conservation  
Public Hearing Notice

**PREPARED BY:**

Arosha Jayawickrema, Town Manager







**Municipality:** Town of Berlin

**Form NAA-01**  
**2022 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Prudence Crandall Center, Inc.

Address: P.O. Box 895, New Britain, CT 06050

Federal Employer Identification Number: 06-0698557

Program title: Energy Efficiency

Name of contact person: Barbara Damon

Telephone number: (860) 259-3816

Email address: Bdamon@prudencecrandall.org

**Total NAA funding requested** (\$250 minimum, \$150,000 maximum): \$ 58,705.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- ☒ Energy conservation; **or**  
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;  
☐ Job training/education for persons with physical disabilities;  
☐ Program serving low-income persons;  
☐ Child care services;  
☐ Establishment of a child day care facility;  
☐ Open space acquisition fund; **or**  
☐ Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The Rose Hill Energy Conservation Program includes energy conservation repairs and improvements to Prudence Crandall Center's Rose Hill Facility. The energy efficiency initiatives planned for FY 2022/2023 include ongoing replacement and installation of energy efficient appliances in our supportive housing units, as well as a ongoing renovation to the building's HVAC system's ventilation. (see attachment)

Need for program: \_\_\_\_\_

The Rose Hill Energy Conservation Program addresses ongoing needs to conserve energy, and reduce operating costs associated with Rose Hill's energy consuming systems and appliances. We anticipate a significant savings (as much as 30%) in overall utility costs following the replacement of 7 appliances in our supportive housing apartments and the upgrading of the HVAC system controllers. These renovations are based on a systems review by B&D Controlled Air Corp. (Continued, see attachment)

Neighborhood area to be served: \_\_\_\_\_

New Britain, Berlin, Bristol, Kensington, Plainville, Plymouth, Southington, and Terryville, Connecticut.

Plan to implement the program: \_\_\_\_\_

Energy efficient appliances will continue be purchased to replace the outdated equipment in the apartments. The renovation to the HVAC system (Continued, see attachment)

**Timetable:**Program start date: 07/01/2022Program completion date: 6/30/2023

The program completion date must not be more than two years from the program start date. A certified post-project audit is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.

**Part III — Financial Information****Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**NAA funds requested \$58,705.00

Other funding sources - itemized sources:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

**Total Funding:** \_\_\_\_\_**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) Completion of HVAC ventilation renovation \$45,000.00b) (7) Energy efficient re Fridgerators \$6,160.00c) (7) Energy efficient oven and stovetop units \$6,545.00d) President/CEO time, project management \$1,000.00

Administrative expenses - itemized description:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

**Total Proposed Expenditures:** \$58,705.00



## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ _____
Mailing address: _____ _____
Name of municipal liaison: _____
Telephone number: _____
Fax number: _____
Email address: _____

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p style="text-align: center;">If <b>Yes</b>, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
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## **2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions**

Complete all items on **Form NAA-01, 2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. For where to direct inquiries, see *For Further Information* below.

### **Part I — General Information**

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

### **Part II — Program Information**

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

### **Part III — Financial Information**

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

### **Part IV — Municipal Information**

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program. This audit must be submitted to the municipality no later than three months after the program completion date.

### **For Further Information**

Email inquiries to:

- **NAAProgram@ct.gov**

or call DRS Monday through Friday, 8:30 a.m. to 4:30 p.m. at:

- **860-297-5687**
- **860-297-4911** (TTY, TDD, and Text Telephone users **only**, let the 711 relay operator know the number you wish to call and the relay operator will dial it and then communicate using a TTY.)



**Form NAA-01 Program Proposal 2022**  
**Prudence Crandall Center, Inc.**  
**Rose Hill Energy Conservation Program**  
**Attachment 1**

**Part II, Program Information**  
**Description of Program, Continued:**

Rose Hill is a historically significant brick masonry structure which was renovated in 2009 to facilitate Prudence Crandall Center's housing programs, administrative and counseling offices, and storage space. The facility has four floors totaling approximately 45,000 square feet and includes: 18 apartments for transitional and permanent supportive housing equipped with 1-3 bedrooms, communal spaces, kitchen, full bathroom, and dining areas; functional space for counseling, support groups, health services, and laundry facilities; and administrative offices, conference rooms, and storage space.

The Rose Hill Energy Conservation Program initiatives planned for FY 2022/2023 include the continuation of replacing older appliances with newer, more energy efficient appliances in our supportive housing units— plus, a renovation to our building's HVAC system, specifically to improve ventilation and modernize the control system. The HVAC project will increase the distribution of air in the building so that all rooms are more evenly heated and cooled. Once done our building will be heated and cooled more efficiency and provide safer and healthier ventilation, which is especially critical in these times of covid-a9 variants.

As a result of these energy conservation upgrades, Prudence Crandall Center expects to considerably reduce energy consumption and related expenses, realizing significant savings in operating costs. With this savings, Prudence Crandall Center will have additional funding available to increase and enhance our critical services and programs, for the benefit of the community as a whole. Thus, the energy conservation savings realized will improve our ability to meet the growing needs of individuals and families impacted by domestic violence and further our efforts to reduce, and ultimately eliminate, domestic violence in our communities.

Prudence Crandall Center is a nonprofit organization which provides comprehensive services to individuals affected by domestic violence, as well as prevention education and outreach to the community at large. We are the only domestic violence agency in Connecticut to offer a full spectrum of services designed to meet the complex needs of victims of domestic violence, in order to promote safe, self-sufficient, and independent lives. Our services include: a 24-hour emergency hotline; emergency safe shelter; advocacy, information, and referrals; individual and group counseling; children's advocacy programs; court-based services; case management; transitional and permanent supportive housing; rapid re-housing; and community education and prevention.

Prudence Crandall Center touches the lives of over 7,000 individuals annually through all of our programs and services. We are the only domestic violence agency serving the



communities of Bristol, *Plainville*, New Britain, Berlin, Burlington, Kensington, Plymouth, Southington and Terryville. The impact of our services is measured through client intake, staff notes, and statistics compiled using the Efforts To Outcomes (ETO) database system, specifically designed for use by domestic violence agencies in accordance with best practices established by the Connecticut Coalition Against Domestic Violence.

**Part II, Program Information**  
**Need for Program, Continued:**

Through these energy conservation efforts, we expect to see considerable savings in operating costs over time, which will increase funding available for critical services, enabling us to better meet the needs of individuals and families impacted by domestic violence.

The Centers for Disease Control (CDC) recognizes domestic violence as a serious public health threat with lasting effects on individuals, families, and communities. National statistics are compelling: 1 in 4 women and 1 in 7 men report experiencing severe physical violence by an intimate partner in their lifetime. Physical violence is typically accompanied by emotional or psychological abuse and can lead to a wide range of chronic physical and mental health problems. Making the courageous decision to leave an abusive situation presents its own physical, financial, and emotional risks.

Victims of domestic violence are at 75% greater risk of death when they attempt to leave an abusive relationship. Beyond the threat of escalating violence, domestic violence victims cite lack of income, employment, and financial stability as the strongest, most immediate deterrents to leaving an abusive situation (Allstate Foundation). In addition, abusers often isolate victims, further restricting their financial means and leaving them without a support network, making it even tougher to leave.

In a multi-state study, victims cited safety, housing, information, emotional support, and help for their children as their primary needs upon entering domestic violence shelters. The study found that domestic violence shelters offering a complex array of services to victims of abuse and their children (e.g. counseling, housing, and legal assistance) address significant needs that cannot be met elsewhere. Without these services, survivors report they would face continued abuse, homelessness, loss of their children or lives, or other dire consequences (Meeting Survivor's Needs: A Multi-State Study of Domestic Violence Experiences).

Unfortunately, the need for emergency safe shelter for victims of domestic violence in our region continues to grow. Over the past several years, our shelter and housing programs have operated at or over capacity, as have other programs throughout the state. At the same time, our court-based victim advocates serve an average of 2,500 or more victims of family violence crimes each year.

**Plan to Implement Program, Continued:**

Prudence Crandall Center's services and related capital projects are overseen by the Executive Director, Barbara Damon, who has over 30 years of experience with non-profit administration and domestic violence services. Ms. Damon holds a bachelor's degree in Sociology and is ultimately responsible for all project decisions, receiving guidance and advice, as needed, from the Board of Directors. Ben Pollard, Prudence Crandall Center's Director of Facilities, is responsible for Rose Hill facility's systems, maintenance, and security. Mr. Pollard serves as the central point of contact and project manager for all activities related to the repair and improvement of our Rose Hill facility. Mr. Pollard holds a bachelor's degree in Art and Administration, has five years of Active-Duty military leadership experience and 10 years of building maintenance experience with certifications in HVAC and Refrigeration.



Form **990**Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2020****A** For the 2020 calendar year, or tax year beginning **JUL 1, 2020** and ending **JUN 30, 2021**

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization  <b>PRUDENCE CRANDALL CENTER, INC.</b>		<b>D</b> Employer identification number  <b>06-0968557</b>
	Doing business as		<b>E</b> Telephone number  <b>860-225-5187</b>
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	<b>G</b> Gross receipts \$ <b>3,130,450.</b>
	<b>594 BURRITT STREET</b>		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	City or town, state or province, country, and ZIP or foreign postal code <b>NEW BRITAIN, CT 06053</b>		<b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions
<b>F</b> Name and address of principal officer: <b>BARBARA DAMON</b> <b>SAME AS C ABOVE</b>			<b>H(c)</b> Group exemption number ▶
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: ▶ <b>WWW.PRUDENCECRANDALL.ORG</b>			
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			<b>L</b> Year of formation: <b>1973</b> <b>M</b> State of legal domicile: <b>CT</b>

**Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>PRUDENCE CRANDALL CENTER, INC. (THE ORGANIZATION) IS A NONPROFIT ORGANIZATION FORMED FOR THE</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>17</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>17</b>
	<b>5</b> Total number of individuals employed in calendar year 2020 (Part V, line 2a)	<b>5</b>	<b>47</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	<b>30</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0.</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	<b>0.</b>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>2,239,177.</b>	<b>3,087,703.</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>41,925.</b>	<b>37,934.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>2,794.</b>	<b>2,590.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>2,175.</b>	<b>2,223.</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>2,286,071.</b>	<b>3,130,450.</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b>	<b>0.</b>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>0.</b>	<b>0.</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	<b>1,556,246.</b>	<b>1,675,751.</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>110,357.</b>	<b>0.</b>	<b>0.</b>
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>1,197,063.</b>	<b>1,479,390.</b>
	<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>2,753,309.</b>	<b>3,155,141.</b>
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>-467,238.</b>	<b>-24,691.</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
	<b>21</b> Total liabilities (Part X, line 26)	<b>11,263,720.</b>	<b>11,251,780.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>3,692,124.</b>	<b>3,684,126.</b>
		<b>7,571,596.</b>	<b>7,567,654.</b>

**Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer		Date		
	<b>BARBARA DAMON, PRESIDENT &amp; CEO</b>				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	<b>DOUGLAS FARRINGTON</b>	<b>DOUGLAS FARRINGTON</b>	<b>11/08/21</b>		<b>P00370668</b>
	Firm's name ▶ <b>MARCUM LLP</b>	Firm's EIN ▶ <b>11-1986323</b>			
	Firm's address ▶ <b>53 STATE STREET</b> <b>BOSTON, MA 02109</b>	Phone no. (617) 807-5000			

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

032001 12-23-20

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2020)**SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION**





Municipality: Berlin

**Form NAA-01**  
**2022 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Prudence Crandall Center, Inc.

Address: \_\_\_\_\_  
P.O. Box 895, New Britain, CT 06050

Federal Employer Identification Number: 06-0698557

Program title: Annual Appeal

Name of contact person: Barbara Damon

Telephone number: (860) 259-3816

Email address: Bdamon@prudencecrandall.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- ☐ Energy conservation; **or**  
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;  
☐ Job training/education for persons with physical disabilities;  
☒ Program serving low-income persons;  
☐ Child care services;  
☐ Establishment of a child day care facility;  
☐ Open space acquisition fund; **or**  
☐ Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Prudence Crandall Center's (PCC) Annual Appeal directly supports our emergency shelter, supportive housing, counseling, and advocacy services for victims of domestic violence and their families. This funding also supports our community education and prevention services, vital to our mission to raise awareness and reduce domestic violence in our communities. Through these services, we educate the public, professionals, and youth regarding the warning signs and risk factors for domestic and teen dating violence, to raise awareness, connect victims to services, and prevent future abuse (See attachment).

Need for program: \_\_\_\_\_

Domestic violence (DV) is a serious and pervasive social problem with devastating physical, psychological, and economic consequences for victims. Over one-third of women, and one in four men, in the United States have been physically assaulted, sexually assaulted, and/or stalked by an intimate partner. (Centers for Disease Control and Prevention; 2011). DV often includes economic abuse, including preventing survivors from working or going to school, sabotaging their employment or housing, or ruining their credit. These tactics can lead to job loss, homelessness, and financial ruin. (See attachment).

Neighborhood area to be served: \_\_\_\_\_

New Britain, Berlin, Bristol, Kensington, Plainville, Plymouth, Southington, and Terryville, Connecticut.

Plan to implement the program: \_\_\_\_\_

Prudence Crandall Center's service model is based on over 49 years of experience in the field of domestic violence, and is in accordance with current best practices established by the Connecticut Coalition Against Domestic Violence (CCADV). PCC is managed by an experienced, accomplished leadership team, coordinating the efforts of 40 highly skilled full and part-time staff committed to service excellence. PCC's services are overseen by Executive Director, Barbara Damon, who has over 30 years of experience with non-profit administration and domestic violence services. (See attachment).

**Timetable:**Program start date: 07/01/2022Program completion date: 6/30/2023

The program completion date must not be more than two years from the program start date. A certified post-project audit is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.

**Part III — Financial Information****Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**NAA funds requested \$150,000.00

Other funding sources - itemized sources:

a) Corporate & foundation Contributions \$50,000.00b) Individual Contributions \$130,000.00

c) \_\_\_\_\_

d) \_\_\_\_\_

**Total Funding:** \$330,000.00**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) Salaries & Fringe \$227,500.00

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

Administrative expenses - itemized description:

a) General Administration \$18,000.00b) Insurance \$9,500.00c) Deposit to Reserves \$75,000.00

d) \_\_\_\_\_

**Total Proposed Expenditures:** \$330,000.00



## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	_____
Mailing address:	_____
	_____
Name of municipal liaison:	_____
Telephone number:	_____
Fax number:	_____
Email address:	_____

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p>Is a post-project audit required for this proposal?</p> <p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>If <b>Yes</b>, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
--

## **2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions**

Complete all items on **Form NAA-01, 2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. For where to direct inquiries, see *For Further Information* below.

---

### **Part I — General Information**

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

### **Part II — Program Information**

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

### **Part III — Financial Information**

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

### **Part IV — Municipal Information**

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program. This audit must be submitted to the municipality no later than three months after the program completion date.

### **For Further Information**

Email inquiries to:

- **NAAProgram@ct.gov**

or call DRS Monday through Friday, 8:30 a.m. to 4:30 p.m. at:

- **860-297-5687**
- **860-297-4911** (TTY, TDD, and Text Telephone users **only**, let the 711 relay operator know the number you wish to call and the relay operator will dial it and then communicate using a TTY.)



**2022 NAA Program Proposal**  
**Prudence Crandall Center, Inc.**  
**Annual Appeal**  
**Attachment 1**

**Part II, Program Information**

**Description of Program, Continued:**

PCC is a nonprofit organization dedicated to providing comprehensive shelter, housing, and support services to individuals and families affected by domestic violence, as well as prevention education and outreach to the community at large. Our goal is to provide victims and their families with the support, services, and resources they need to heal and move forward from the physical, emotional, and financial impacts of domestic abuse. Through our education and prevention efforts, our goal is to engage the entire community in our efforts to better identify and respond to domestic and teen dating violence, to stop the violence before it begins, promote healthy relationships, and make our communities safer for all.

Our broad array of services is designed to address the immediate and long-term needs of victims of domestic violence and their children include: a crisis counseling and safety planning; 22 bed emergency safe shelter with 24/7 staffing; advocacy, information, and referrals; individual and group counseling; children's services; court-based victim advocates; case management; 28 units of transitional and permanent supportive housing; and community education and prevention services.

PCC is the only domestic violence agency serving the communities of New Britain, Berlin, Bristol, Burlington, Kensington, **Plainville**, Plymouth, Southington, and Terryville. While domestic violence impacts all socio-economic groups, the great majority of our direct service clients are low-income. PCC is held to a rigorous set of 82 standards and monitored biannually by the Connecticut Coalition Against Domestic Violence (CCADV). The impact of our services is measured through client surveys, staff notes, and statistics (as appropriate) compiled using the Efforts to Outcome (ETO) database system, specifically designed by CCADV for use by domestic violence agencies.

**Need for Program, Continued:**

The Covid-19 pandemic shed light on the "shadow pandemic" of domestic violence, a public health crisis that impacts 1 in 4 women, 1 in 7 men, and 1 in 3 dating teens. With limited or no resources or options, low-income victims and children isolated in abusive homes have been disproportionately impacted, and we've faced a crisis of need like never before in our nearly 50 years of service. Some data demonstrating this unprecedented need include:

- ***Emergency shelter over-capacity for nearly 2 years***, as high as 250%, with as many as 55 adults and children on a single day in a program funded and designed to serve 22;
- Use of hotel rooms, delivered meals and counseling/case management provided off-site to accommodate the increased need continues to this day, resulting in \$17,000 per month in extra, unfunded costs on average over the past 6 months alone; and
- Comparing year-over-year data from before and during the pandemic, ***PCC services increased significantly in all program areas, including 32% in emergency shelter, 40% in community-based counseling services, and 31% in hotline calls and responses.***

Leaving a violent home and entering shelter is, unfortunately, only the first step. Low-income victims and children need on-going, coordinated, wrap-around support services to move forward from the complex emotional, physical, financial, and legal impacts of domestic abuse. Emotional trauma runs deep, especially for children and youth impacted by the isolation of the pandemic and DV at home. And while emergency shelter is life-saving and vital, it's temporary. Victims and children need stability and support, including continuing services and long-term homes of their own, to not only survive, but thrive, after a life of abuse.

In a multi-state study, victims cited safety, housing, information, emotional support, and help for their children as their primary needs upon entering domestic violence shelters. The study found that domestic violence shelters offering a complex array of services to victims of abuse and their children (e.g., counseling, housing, and legal assistance) address compelling needs that cannot be met elsewhere. Without these services, survivors report they would face continued abuse, homelessness, loss of their children or lives, or other dire consequences (Meeting Survivors' Needs: A Multi-State Study of Domestic Violence Experiences).

Unfortunately, the need for emergency safe shelter for victims of domestic violence in our region continues to grow. Over the past several years, our shelter and housing programs have operated at or over capacity, as have other programs throughout the state. At the same time, our court-based victim advocates serve on average 2,500 or more victims of family violence crimes every year.

**Program Implementation continued:**

PCC is supported by a dedicated, 15-member board of directors reflecting leadership, professional, and industry experience critical to the effective management and oversight of the organization. Other employees involved in implementation of services are:

- Rebecca Lemanski, Chief Operating Officer: responsible for directing domestic violence services and program management;
- Carolyn Jasper, Director of Development: responsible for agency's communications, outreach, and fund-raising efforts;
- Emily Cintorino, Counseling Services Coordinator: responsible for providing direct services and supervising counseling staff;
- Sarah Barry, Director of Residential Services: responsible for emergency shelter and supportive housing programs and staff;
- Danielle DeRosier, Director of Advocacy & Community Engagement: responsible for training programs, community outreach, awareness raising, education, and prevention programs, and events.

We are fortunate to have a long history of collaboration with the local governments, police, courts, schools, social service agencies, healthcare and other service providers with whom we work daily to meet the complex needs of our clients. At all times, we leverage community resources to improve outcomes for our clients and avoid duplication of services.



Form **990**Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2020****A** For the 2020 calendar year, or tax year beginning **JUL 1, 2020** and ending **JUN 30, 2021****B** Check if applicable:

- ☐ Address change  
☐ Name change  
☐ Initial return  
☐ Final return/terminated  
☐ Amended return  
☐ Application pending

**C** Name of organization**PRUDENCE CRANDALL CENTER, INC.**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

**594 BURRITT STREET**

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

**NEW BRITAIN, CT 06053****F** Name and address of principal officer: **BARBARA DAMON****SAME AS C ABOVE****D** Employer identification number**06-0968557****E** Telephone number**860-225-5187****G** Gross receipts \$ **3,130,450.****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No  
If "No," attach a list. See instructions**H(c)** Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c)( ) (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **WWW.PRUDENCECRANDALL.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1973****M** State of legal domicile: **CT****Summary**

Activities & Governance	<b>1</b>	Briefly describe the organization's mission or most significant activities: <b>PRUDENCE CRANDALL CENTER, INC. (THE ORGANIZATION) IS A NONPROFIT ORGANIZATION FORMED FOR THE</b>	
	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>17</b>
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>17</b>
	<b>5</b>	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	<b>47</b>
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>30</b>
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>0.</b>
<b>7b</b>	Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>0.</b>	
Revenue	<b>8</b>	Contributions and grants (Part VIII, line 1h)	<b>2,239,177.</b>
	<b>9</b>	Program service revenue (Part VIII, line 2g)	<b>41,925.</b>
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>2,794.</b>
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>2,175.</b>
	<b>12</b>	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>2,286,071.</b>
Expenses	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>0.</b>
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b>
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>1,556,246.</b>
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	<b>0.</b>
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>110,357.</b>	<b>1,197,063.</b>
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>1,479,390.</b>
	<b>18</b>	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>2,753,309.</b>
	<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<b>3,155,141.</b>
	<b>20</b>	Total assets (Part X, line 16)	<b>-467,238.</b>
Net Assets or Fund Balances	<b>21</b>	Total liabilities (Part X, line 26)	<b>-24,691.</b>
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<b>11,263,720.</b>
			<b>11,251,780.</b>

**Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date
	<b>BARBARA DAMON, PRESIDENT &amp; CEO</b>	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature
	<b>DOUGLAS FARRINGTON</b>	<b>DOUGLAS FARRINGTON</b>
	Firm's name ▶ <b>MARCUM LLP</b>	Firm's EIN ▶ <b>11-1986323</b>
	Firm's address ▶ <b>53 STATE STREET</b>	Phone no. (617) <b>807-5000</b>
	<b>BOSTON, MA 02109</b>	

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

032001 12-23-20

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2020)**SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION**



Municipality: Berlin

**Form NAA-01**  
**2022 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: \_\_\_\_\_

Kensington Congregational Church

Address: 312 Percival Ave , Kensington CT 06037

Federal Employer Identification Number: 06-0776617

Program title: Energy Conservation Upgrades-Window Restoration

Name of contact person: Scott Newbury (Trustee Chair)

Telephone number: (860) 550-4587

Email address: Scottn15@Comcast.net

**Total NAA funding requested** (\$250 minimum, \$150,000 maximum): \$ 24,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☐

Yes

☒

No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.



## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- ☒ Energy conservation; **or**  
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;  
☐ Job training/education for persons with physical disabilities;  
☐ Program serving low-income persons;  
☐ Child care services;  
☐ Establishment of a child day care facility;  
☐ Open space acquisition fund; **or**  
☐ Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_  
This project is the first phase of restoration of 12 large double hung windows on the first floor to improve energy conservation of our 1774 historic meetinghouse. (see attached details)

Need for program: \_\_\_\_\_  
The deteriorating windows date back 100 years +. In order to make the building energy efficient and to continue to be good stewards of this beautiful landmark, improvements and upgrades are necessary to its continued existence.

Neighborhood area to be served: \_\_\_\_\_  
We believe the church campus is very important to the entire Kensington/Berlin community as well as neighboring communities including New Britain and Southington. Our historic 1774 meetinghouse opens our doors to more than just our 500 plus members, through community outreach programs and activities. These include Night in Bethlehem, Lobster and Strawberry Festival which has offered historic tours of our meetinghouse, Vacation Bible School, Boy and Girl Scouts including Eagle Scout ceremonies, Concert series, New Britain Area Interfaith Conference gatherings, weddings, funerals and memorial services.

Plan to implement the program: \_\_\_\_\_  
The process has already begun with the removal of existing windows so that they can be restored and is being administered through the church board of trustees. (see attached for program details)

**Timetable:**Program start date: 4/11/22Program completion date: 6/15/22

The program completion date must not be more than two years from the program start date. A certified post-project audit is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.

**Part III — Financial Information****Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$24,000.00</u>
Other funding sources - itemized sources:	
a) <u>utilization of endowment funds for balance</u>	<u>\$19,897.47</u>
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

\_\_\_\_\_

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Contractual estimate attached. (windows restoration)</u>	<u>\$43,295.01</u>
b) <u>Hardware change order</u>	<u>\$602.46</u>
c) _____	_____
d) _____	_____

## Administrative expenses - itemized description:

a) <u>none as will be administered by volunteers</u>	_____
b) _____	_____
c) _____	_____
d) _____	_____

**Total Proposed Expenditures:**\$43,897.47



## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
Mailing address:	_____ _____
Name of municipal liaison:	_____
Telephone number:	_____
Fax number:	_____
Email address:	_____

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p style="text-align: center;">If <b>Yes</b>, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
--

# 2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01, 2022 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. For where to direct inquiries, see *For Further Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program. This audit must be submitted to the municipality no later than three months after the program completion date.

## For Further Information

Email inquiries to:

- **NAAProgram@ct.gov**

or call DRS Monday through Friday, 8:30 a.m. to 4:30 p.m. at:

- **860-297-5687**
- **860-297-4911** (TTY, TDD, and Text Telephone users **only**, let the 711 relay operator know the number you wish to call and the relay operator will dial it and then communicate using a TTY.)





February 8, 2017

Congregational UCC  
312 Percival Ave.  
Kensington, CT 06037

To Whom It May Concern:

*Officers of the Church*

**Rev. John C. Dorhauer**  
General Minister and President  
Acting Executive Minister,  
Local Church Ministries

**Rev. Traci D. Blackmon**  
Acting Executive Minister,  
Justice and Witness Ministries

**Rev. James A. Moos**  
Executive Minister,  
Wider Church Ministries

This is to inform you that Congregational UCC, 312 Percival Ave. Kensington, CT 06037 is in the 2016 Yearbook of the United Church of Christ on page 111 of the denomination known as the United Church of Christ. A copy of the current Yearbook page which includes this church is attached for your reference.

The denomination of which the organization named above is a member, carries a group exemption under 501(c)(3). The group exemption number is 1665 and the denomination carries tax identification number 13-1957221. The organization named above is responsible for any and all payroll or other tax reporting and filings under its own separate tax identification number.

In the attached letter which confirms the group exemption, it is held that the conferences, associations, synods, councils, and educational, charitable and religious organizations listed in the Yearbook are exempt from federal income tax as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1954. Currently, the United Church of Christ does not provide annual Yearbook information to the IRS in compliance with page three, item one of the ruling per the second attached letter, dated June 30, 2006 which states: "Because you are a church organization, you are not required to submit the annual updates to your subordinate listing." Annual updates to the attached letters are not required.

Should you have any additional questions or concerns, please feel free to contact me at 216-736-3206 or via e-mail at [Kiernoza@ucc.org](mailto:Kiernoza@ucc.org).

Sincerely,

Ann M. Kiernoza  
Controller,  
Wider Church Ministries & Local Church Ministries

Attachments









OGDEN UT 84201-0038

In reply refer to: 0441970785  
Mar. 23, 2011 LTR 4168C E0  
13-1957221 000000 00  
00029704  
BODC: TE

UNITED CHURCH OF CHRIST  
700 PROSPECT AVE E  
CLEVELAND OH 44115-1100



013419

Employer Identification Number: 13-1957221  
Person to Contact: EO Accounts  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 14, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 1964.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/efo](http://www.irs.gov/efo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0441970785  
Mar. 23, 2011 LTR 4168C E0  
13-1957221 000000 00  
00029705

UNITED CHURCH OF CHRIST  
700 PROSPECT AVE E  
CLEVELAND OH 44115-1100

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,



Rita A. Leete  
Accounts Management II





U.S. TREASURY DEPARTMENT  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

JUN 11 1964

IN REPLY REFER TO  
T:R:EO:4  
CSG

United Church of Christ  
Seventh Floor  
297 Park Avenue South  
New York 10, New York

Gentlemen:

This has further reference to the information submitted for use in issuing a group ruling holding you and your conferences, associations, synods, councils and educational, charitable and religious organizations exempt from Federal income tax as organizations described in section 501(c)(3) of the Internal Revenue Code of 1954.

The information presented shows that you were formed as a merger of the Evangelical and Reformed Church and the General Council of the Congregational and Christian Churches. This merger became effective on July 4, 1961, the date your constitution and bylaws were declared in force.

In a ruling dated January 14, 1953, the Evangelical and Reformed Church was held exempt from Federal income tax under the provisions of section 101(6) of the 1939 Code, which corresponds to section 501(c)(3) of the 1954 Code. In a group ruling dated March 23, 1956, it was held that the affiliated synods and churches listed in the 1956 Evangelical and Reformed Church Yearbook, which are located in the United States, its territories and possessions, are exempt from Federal income tax as organizations described in section 501(c)(3) of the 1954 Code. The latest supplemental group ruling was issued on April 8, 1960. The General Council of the Congregational and Christian Churches was held exempt from Federal income tax under the provisions of section 101(6) of the Revenue Act of 1936, in a ruling dated December 15, 1935.

In a conference held in this office on October 23, 1963, your authorized representative, Mr. Loren T. Wood, asked that the request for a group ruling, both on a national and conference basis, be withdrawn. Inasmuch as we have not received

confirmation of the request for withdrawal, we have further considered the matter and we believe that a group ruling covering the Evangelical and Reformed Churches and those Congregational Christian Churches which voted to join you may be issued.

Based upon the information presented, it is held that you and the conferences, associations, synods, councils, and educational, charitable and religious organizations listed in your 1963 Yearbook are exempt from Federal income tax as organizations described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you and your listed conferences, associations, synods, councils, and educational, charitable and religious organizations are organized and operated exclusively for religious, charitable and educational purposes.

You and your listed conferences, associations, synods, councils, and educational, charitable and religious organizations are not required to file Federal income tax returns so long as you and your listed conferences, associations, synods, councils, and educational, charitable and religious organizations retain a tax exempt status.

It will not be necessary for you and your listed conferences, associations, synods, councils, and educational, charitable, and religious organizations to file the annual return of information, Form 990-A, generally required of organizations exempt under section 501(c)(3) of the Code, as you and your listed conferences, associations, synods, councils, and educational, charitable and religious organizations come within the specific exceptions contained in section 6033(a) of the Code.

Contributions made to you and to your listed conferences, associations, synods, councils, and educational, charitable and religious organizations are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to or for the use of you and your listed conferences, associations, synods, councils, and educational, charitable and religious organizations are deductible for Federal estate and gift tax purposes as provided in sections 2055, 2106 and 2522 of the Code.



You and your listed conferences, associations, synods, councils, and educational, charitable and religious organizations are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless waiver of exemption certificates are, or have been, filed as provided by that Act. Inquiries about the waiver of exemption certificates should be addressed to your District Director. You and your listed conferences, associations, synods, councils, and educational, charitable and religious organizations are not liable for the tax imposed under the Federal Unemployment Tax Act.

Please send us the following information annually not later than 45 days after the close of your annual accounting period.

1. Lists showing the names and mailing addresses of your new conferences, associations, synods, councils, and educational, charitable and religious organizations and the names and addresses of any conferences, associations, synods, councils, and educational, charitable and religious organizations which have ceased to exist or have changed their names or addresses. The names should be arranged in alphabetical order. In lieu of the lists referred to above you may furnish us a copy of your published directory. Please send one copy for each district in which your conferences, associations, synods, councils, and educational, charitable and religious organizations are located.
2. A statement signed by one of your principal officers stating whether or not the information upon which your original group ruling was based is applicable in all respects to the new conferences, associations, synods, councils, and educational, charitable and religious organizations.
3. A statement if, at the close of the year, there were no changes in your roster.

-4-

United Church of Christ

4. A statement of any changes in the character, purposes or method of operation of your organization or those of your conferences, associations, synods, councils, and educational, charitable and religious organizations.

5. Duplicate copies of amendments to charters or bylaws of your organizations or those of any of your conferences, associations, synods, councils, and educational, charitable and religious organizations.

This ruling is not applicable to those Congregational Christian Churches listed in your 1963 Yearbook under Schedule I which have not voted or which have abstained from voting on the merger and those under Schedule II which have voted not to be a part of the United Church of Christ.

Your tax exempt status and that of your conferences, associations, synods, councils, and educational, charitable and religious organizations is predicated on the understanding that upon dissolution all of your assets and those of your conferences, associations, synods, councils, and educational, charitable and religious organizations shall be distributed to organizations organized and operated exclusively for educational, charitable or religious purposes.

The ruling of January 14, 1953, holding the Evangelical and Reformed Church exempt under section 101(6) of the 1939 Code, the group ruling of March 23, 1956, and subsequent supplemental group rulings, holding its listed affiliated synods and churches exempt as organizations described in section 501(c)(3) of the 1954 Code, and the ruling of December 16, 1935, holding the General Council of Congregational and Christian Churches exempt under section 101(6) of the Revenue Act of 1936, are terminated as of July 4, 1961, the date the merger between these organizations became effective.



United Church of Christ

-5-

The District Directors concerned are being notified.

Very truly yours,

*R. J. Stakem*

Chief, Exempt Organizations Branch

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**STATE OF CONNECTICUT  
DEPARTMENT OF REVENUE SERVICES**  
25 Sigourney Street, Hartford, CT 06106



**TAX EXEMPTION PERMIT ISSUED UNDER  
THE SALES AND USE TAXES ACT**

In accordance with the provisions of the Sales and Use Taxes Act and the regulations thereunder, it is hereby certified that the charitable or religious organization named below is exempt from all sales and use taxes on purchases of tangible personal property made by it for the sole and exclusive purposes of the organizations.

Kensington Congregational Church  
United Church of Christ  
312 Percival Ave.  
Kensington, CT 06037

Permit No. E. 01456

Date Issued **DUPLICATE**  
2-26-96

*Gene Gavin*

**This permit is NOT assignable or transferrable**

GENE GAVIN, Commissioner of Revenue Services



**The Cooper Group LLC.**  
75 Frontage Road, Suite 101  
North Stonington, CT 06359  
860 599-2481 Fax 860 599-1071  
wwwTheCooperGroupCT.com  
www.CooperSmartWindows.com  
Brian@TheCooperGroupct.com

CT 0653601  
NY 38796-H  
MA CSFA-058491

**Agreement for Services**

Date: March 16, 2022  
Submitted To: Kensington Congregational Church  
312 Percival Avenue  
Kensington, CT 06037  
Attn: Norman Margnelli; [norshrlmarg@aol.com](mailto:norshrlmarg@aol.com) 860-471-9965

Job Name: Kensington Congregational Church  
Job Location: 312 Percival Avenue, Kensington, CT 06037

**SCOPE OF WORK**

This Agreement for Services may be referred to herein as this "Agreement." The Cooper Group, LLC ("Contractor") will provide to Kensington Congregational Church ("Owner") sash restoration for herein describe in Specifications in this Agreement (the "Specifications"). The Specifications are made a part of this Agreement for all purposes and may be collectively referred to herein as the "Scope of Work".

**SPECIFICATIONS**

**Sash Restoration**

1. Remove twelve (12) sets of existing sash on the first floor of sanctuary and transport to The Cooper Group for restoration.
2. Insert watertight infill panels into existing openings.
3. Steam sash to loosen existing paint.
4. Strip, scrape and sand sash.
5. Repair or replace any rot or damaged pieces of sash with epoxies, paste epoxies and dutchman where necessary.
6. Reinstall glass and reglaze with original glass. Replace with Liberty Restoration Glass if missing or broken.
7. Install Strybuc balance system on lower sash only so they are operable.
8. Restore original hardware and relocate pull hardware for easier access
9. Sash will be primed with Benjamin Moore 094 oil-based primer and painted with Benjamin Moore high build low lustre paint per owner's color specification.
10. Restored sash will be reinstalled into existing frames.
11. Pricing does not include Sales Tax – please send us your tax exemption certificate.

## **OWNER OBLIGATIONS**

Owner shall cooperate with, and provide reasonable assistance to, Contractor in all matters relating to the Scope of Work. Owner shall provide Contractor with such access to Owner's premises as may reasonably be requested by Contractor for the purposes of performing the Scope of Work. Owner shall respond promptly to any Contractor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Contractor to perform the Scope of Work.

If Contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Owner, its agents, subcontractors, consultants or employees, Contractor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Owner, in each case, to the extent arising directly or indirectly from such prevention or delay.

## **CHANGE ORDERS**

If either party wishes to change the Scope of Work, it shall submit details of the requested change to the other in writing. Contractor shall, within a reasonable time after such request, provide a written estimate to Owner of:

- the likely time required to implement the change;
- any necessary variations to the fees and other charges for the Services arising from the change;
- the likely effect of the change on the Services; and
- any other impact the change might have on the performance of this Agreement.

Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless such Change Order is mutually agreed upon in writing.

## **STARTING AND COMPLETION DATES**

Work under this contract will begin April 11, 2022 after receiving a signed copy of this contract along with the first payment. Completion will be on or about June 15, 2022. Completion is subject to such permissible delays such as delays beyond the control of the Subcontractor and Contractor's nonpayment of monies due or change orders requested by the Contractor.

## **FEES AND PAYMENT TERMS**

In consideration of the performance of the services by the Contractor and the rights granted to Owner under this Agreement, Owner shall pay the fees set forth in the Scope of Work. Owner agrees to reimburse Contractor for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Contractor in connection with the performance of the services. All payments hereunder shall be in US dollars and made by check or wire transfer. Owner shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Owner hereunder; provided, that, in no event shall Owner pay or be responsible for any taxes imposed on, or with respect to, Contractor's income, revenues, gross receipts, personnel or real or personal property or other assets.



A service charge of 1.5% per month will be charged on any past due balances due under this contract. The owner agrees to pay for reasonable attorney fees associated with collections arising from this contract made necessary by owner's unjustified nonpayment.

Restoration of twelve sets of sash: \$43,295.00  
Please send us your Tax Exempt Certificate to avoid Sales Tax being charged.

Deposit of 1/3 due upon signing contract \$14,431.67  
Payment of 1/3 due when sash are restored \$14,431.67  
Payment of balance when sash are installed \$14,431.66

### **WARRANTY**

The Contractor shall perform the services hereunder using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

The services provided hereunder will be in conformity in all material respects with the Scope of Work for a period of one (1) year after delivery to Owner. In the event of Contractor's breach of the foregoing warranty, Contractor's sole and exclusive obligation and liability and Owner's sole and exclusive remedy shall be as follows:

- (i) The Contractor shall use reasonable efforts to cure such breach; provided that if Contractor cannot cure such breach within a reasonable time (but no more than 30 days) after Owner's written notice of such breach; Owner may, at its option, terminate the Agreement by serving written notice of termination in accordance with this Agreement.
- (ii) In the event the Agreement is terminated in accordance with this provision, Contractor shall within 30 days after the effective date of termination, refund to Owner any fees paid by the Owner as of the date of termination for the defective service or deliverable.
- (iii) The foregoing remedy shall not be available (a) unless Owner provides written notice of such breach within one (1) year after delivery of such service, or (b) with respect to changes made by any person or entity other than Contractor not at Contractor's direction.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF



CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

The exclusions and limitations in this Section shall not apply to:

- (i) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (ii) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (iii) damages or liabilities to the extent covered by a party's insurance; and
- (iv) a party's obligation to pay attorneys' fees and court costs in accordance with this Agreement.

## **TERMINATION**

Either party, in its sole discretion, may terminate this Agreement [or any Statement of Work], in whole or in part, at any time without cause, by providing at least [sixty (60)] days' prior written notice to the other party.]

Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (i) [materially] breaches this Agreement, and such breach is incapable of cure, or with respect to a [material] breach capable of cure, the Defaulting Party does not cure such breach within [thirty (30)] days after receipt of written notice of such breach.
- (ii) becomes insolvent or admits its inability to pay its debts generally as they become due;
- (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within [seven] business days or is not dismissed or vacated within [45] days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Upon expiration or termination of this Agreement for any reason: Contractor shall (i) promptly deliver to Owner all deliverables (whether complete or incomplete) for which Owner has paid, (ii) promptly remove any Contractor equipment located at Owner's premises, and (iii) on a pro rata basis, repay all fees and expenses paid in advance for any services which have not been provided.

In no event shall Owner be liable for any Contractor personnel termination costs arising from the expiration or termination of this Agreement.

The rights and obligations of the parties set forth in this Section and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## **WAIVERS OF LIEN**

Upon the request of the owner, the contractor will from time to time execute partial releases or waivers of its right to place a lien against the Premises. Upon completion of the Work, the



contractor will execute a full and final release or waiver of its rights to place a lien against the Premises. The contractor's execution of such releases or waivers will be a condition precedent to its right to receive payments under this Agreement, including final payment.

## **INSURANCE**

In connection with the Work, the contractor will purchase and maintain the following types of insurance coverage and limits of liability:

Comprehensive General Liability	\$1,000,000 each occurrence \$2,000,000 Aggregate
Workers' Compensation	\$1,000,000 each occurrence \$1,000,000 Aggregate

Prior to commencement of the Contractor's work, the Contractor will provide the owner with a Certificate of Insurance (for both liability and Workers Compensation) confirming that the foregoing coverages are in effect. All policies and certificates will provide that coverage will not be canceled or allowed to expire until at least 30 days prior written notice of such cancellation or expiration has been given the owner.

## **SAFETY**

The Contractor and its employees and agents will, at all times comply with all applicable health and safety laws, including, but not limited to, all laws, ordinances, rules, regulations and orders issued by a public authority, whether federal, state or municipal, including the Federal Occupational and Health Administration, and any safety measures required by the contractor. The Contractor agrees to instruct its employees and agents to immediately inform the Contractor of any unsafe condition or practice observed by them at the premises during the term of this Agreement.

## **MISCELLANEOUS**

Neither the owner nor the contractor will have the right to assign, transfer, or sublet their obligations hereunder without the written consent of the other party.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

This Agreement, together with all Exhibits and Scope of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and Agreements, both written and oral, with respect to such subject matter.

Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party,



either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Connecticut. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Connecticut in each case located in the city of New Haven and County of New Haven, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.]



This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events beyond the reasonable control of the affected party ("**Force Majeure Events**"). The affected party shall give notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable. If the affected party's failure or delay remains uncured for a period of 60 days following written notice given by it pursuant to this Agreement, either party may thereafter terminate this Agreement without penalty upon 10 days' prior written notice.

The parties acknowledge that the COVID-19 coronavirus, and various national, state, and local government-issued orders, rules, and regulations with respect thereto, whether currently issued or issued in the future, has impacted and may continue to impact both parties' workforces, suppliers, customers, facilities, general operations, and access to goods, materials, and services (collectively, the "**COVID-19 Impact**"). Any delay in performance of a party's obligations under this Agreement that is substantially a result of the COVID-19 Impact shall be excusable without penalty hereunder for a period of up to sixty (60) days, starting upon delivery of written notice of the impacted party to the non-impacted party (the "**Delay Period**"). Such notice shall set forth the reasons for the delay. The impacted party will take commercially reasonable actions to mitigate such delay in performance. Provided that performance of the impacted party's obligations has not resumed by or at the end of the Delay Period, either party shall have the option to terminate this Agreement without penalty upon delivery of written notice to the other party.

Notwithstanding the foregoing, no party shall be relieved of any payment obligations under this Agreement, in both the amount and the due date, for goods delivered or services performed.

**The Owner may cancel this Agreement within three business days of executing this Agreement if the Owner signed this Agreement in its home, or at a place other than at the Contractor's office or business, using the Notice of Cancellation attached to this Agreement.**

**Contract pricing expires in 30 days of date of contract if not signed by Owner and received by Contractor prior to that date.**

**Work may not begin under this Agreement prior to the signing of this Agreement and the Owner receiving a copy of this Agreement.**

**The Contractor and the Owner hereby mutually agree in advance that in the event that the Contractor has a dispute concerning this Agreement, the Contractor may submit such dispute to a private arbitration service which has been approved by the Office of Consumer**

**Affairs and Business Regulation and the consumer shall be required to submit to such arbitration. The parties hereby accept this arbitration provision, which shall supersede any other dispute resolution provision contained herein:**

**Owner:** \_\_\_\_\_

**Contractor:** Brian Cooper  
**By; Brian Cooper, Member**

**[Agreement Signature Page Follows]**




IN WITNESS WHEREOF, the parties here to have made and execute this Agreement for Services this 16<sup>th</sup> day of March 2022

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

**Kensington Congregational Church**

**The Cooper Group LLC.**

\_\_\_\_\_  
By

  
By Brian Cooper, Member

\_\_\_\_\_  
By

## NOTICE OF CANCELLATION

THE COOPER GROUP LLC  
25 White Rock Rd.  
Pawcatuck, CT 06379  
860 599 2481 Fax 860 599 1071

NOTICE OF CANCELLATION      Date of Transaction: March 16, 2022

You may cancel this transaction without any penalty or legal obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the Contractor and the Contractor does not pick them up within twenty days of the date of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to: Brian M. Cooper, The Cooper Group LLC, 25 White Rock Rd. Pawcatuck, CT 06379 no later than midnight of March 19, 2022.

I Hereby Cancel This Transaction:

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date





75 Frontage Road Suite 101  
North Stonington, CT 06359  
Phone: (860) 599-2481  
Fax: (860) 599-1071  
[www.TheCooperGroupCT.com](http://www.TheCooperGroupCT.com)

## CHANGE ORDER

Date:	4.12.22	Owner:	Kensington Congregational Church
Original Contract Date:	3.16.22	Contract No.	
Project	Kensington Congregational Church	Change Order No.	01
<b>Description of Work</b>			
Supply and Install 24 Brushed Nickel Sash Lock & Lifts to Lower Sash (2 per Sash)			

Items	
Costs Description	Amount
1. Supply 24 Brushed Nickel Sash Lock & Lift	\$ 575.76
2. Shipping	\$26.70
3.	
4.	\$ -
5.	
<b>TOTAL</b>	<b>\$602.46</b>

Please print, sign, and return a copy of this change order request to our office. Following receipt of a signed approval we will authorize the above outlined work to be completed.

Accepted by:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

Submitted by: Mathew Tucker

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Town of Berlin will conduct a public hearing on Tuesday, June 7, 2022 at 7:00 p.m. to discuss the 2022 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and to solicit citizen input. The meeting can also be accessed via Zoom. Please refer to the Town of Berlin Website at [www.berlinct.gov](http://www.berlinct.gov) for more information regarding the meeting link.

The Connecticut Neighborhood Assistance Act Tax Credit Program provides a tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS). A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects. Tax exempt entities desiring to obtain benefits under the NAA must complete an application and submit it to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes their portion of the application and submits it to DRS on or before July 1 of each year. Prior to submitting the application to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs.

This year, there were two proposals submitted from the Prudence Crandall Center and one from the Kensington Congregational Church. The Prudence Crandall Center provides a comprehensive array of services to victims of domestic violence to Berlin residents, schools, and community groups. Kensington Congregational Church's Historic 1774 Meetinghouse serves over 500 members through community outreach programs and activities. Both groups wish to submit proposals for the 2022 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

The public hearing will also give citizens an opportunity to make their comments known on the proposed project. If you are unable to participate in the public hearing, you may direct written comments to Aroscha Jayawickrema, Town Manager, 240 Kensington Road, Berlin, CT 06037, or you may telephone 860-828-7003. Additional information may be obtained at the above address between the hours of 8:30 a.m. to 4:30 p.m. Monday through Wednesday, 8:30 a.m. to 7:00 p.m. Thursday and 8:30 a.m. to 1:00 p.m. Friday.

All are encouraged to participate. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Jen Ochoa, ADA Coordinator, at 860-828-7010 at least five days prior to the hearing.

The Town of Berlin promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Equal Opportunity/Affirmative Action

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Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

TOWN OF BERLIN  
21 AUG 16 AM 9:28

## TOWN OF BERLIN

### Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below:

1. Conservation Commission

2. \_\_\_\_\_

Name: Karen Pagliaro

Telephone No.: 860-878-5708

Home Address: 221 Still Meadow Lane Kensington  
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 34

Email Address: kpagliaro8@gmail.com

Are you a Registered Voter? Yes  
(Note: To apply, you must be a Registered Voter in Berlin)

Party Affiliation: D

UConn Bachelor of Science in Nursing  
Educational Background (optional)

HHC

Present Employment (company/position)

181 Patricia Genova Dr., Newington CT 06111

Business Address

Current and Past Civic/Community Involvement:

Conservation Commission, 2020-present, presently alternate member/ member 2011-2017

Library Board 4/2020 until present

Tell us why you feel qualified for this appointment: have served on this board for a total of 8+ years, Community

Garden Coordinator for 6 yrs, passionate about this topic

Can you think of any reason that a conflict of interest could arise if you were appointed? no

conflict of interest identified

Signature: Karen Pagliaro, electronically signed

Date: 8/13/21

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

**Karen A. Pagliaro, RN, BSN**

221 Still Meadow Lane

Kensington, CT 06037

860.878.5708

Email: kpagliaro8@gmail.com

**SUMMARY OF QUALIFICATIONS**

Experienced in health care that includes Medicare and Medicaid guidelines, Community Resources and Connecticut State regulations; an effective problem solver, manager of staff and resources; deals effectively with multiple tasks and conflicting priorities.

**PROFESSIONAL EXPERIENCE**

9/2007 to present      **Hartford HealthCare**

5/2020 to present      **Hartford HealthCare Community Network, Newington CT**  
**Director, Community Relations**

Oversees building existing and new community strategic relationships on behalf of the Community Network division.

- Manages Fund and grant raising on behalf of the Community Network
- H3W Leadership Behaviors Credentialed Facilitator
- HRO Credentialed Facilitator
- Nursing Peer Support Colleague
- Assists the Community Network with participation in Medical Missions, Hartford HealthCARES and the Colleague Assistance Fund
- Plans and coordinates divisional events, influenza clinics and the Nightingale Awards
- Oversees the administration of Covid-19 vaccinations at the HHC CT Convention Center vaccine clinic, over 83,000 vaccinations given between 12/28/20 and present
- Plans and coordinates homebound vaccinations working with various health districts

9/2007 to 5/2020      **Hartford HealthCare at Home, Wethersfield, CT**      (03/2015 to 5/2020)

**Director of Community and Government Relations**

Directs all grant related opportunities, oversees grant programs including Meals on Wheels, Nurturing Families Network; directs community influenza clinics, community clinics, and acts as a liaison for state government.

- Heart of the Agency Award, October 2008.
- H3W Credentialed Leadership Behaviors Facilitator
- Liaison to Assisted Living Facilities
- Emergency Management Coordinator
- Interim Director Hospice, Center for Hospice Care
- Regional Director of Clinical Operations, Southington**
- Branch Director, Cheshire**
- Clinical Supervisor, Glastonbury**

(01/12-03/2015)

(1/11-12/11)

(09/07-01/11)



/1984 to 9/2007

**Visiting Nurse Association of Central Connecticut, Inc.**

- Held various roles including certified staff nurse, Hospice Nurse, Hospice On-Call and Director of Community Affairs

**EDUCATION**

**University of Connecticut, Storrs, CT**

Bachelor of Science Degree in Nursing

**APPOINTMENTS**

**Notary Public**

4/15/2019 to 4/30/2024

**AWARDS/ASSOCIATIONS/CLUBS**

2021	Citation from the CT General Assembly recognizing work at a first responder/Covid Vaccine Clinics
2019..	Nightingale Award for Excellence in Nursing
2019	Ella Grasso Women in Leadership Award
2017	American Lung Association, Award for Innovation Approaches to Offer Vaccinations
2005 to present	Dr. Lorraine G. Spranzo Scholarship Selection Committee (Community Foundation of Greater New Britain)
2005 to present	Corporator, Hospital of Central CT (HOCC)
2018 to present	Pet Therapy Volunteer Team: HOCC/Arbor Rose Assisted Living/Miller Memorial
2018 to present	Tails of Joy, Volunteer Board of Directors (June 2021-present)
4/2020 to present	Board of Directors, Berlin Peck Memorial Library, Town of Berlin
3/2020 to present	Commissioner, Conservation Commission, Town of Berlin
2011 to 2017	Commissioner, Conservation Commission, Town of Berlin
2013 to 2020	CAHCH – Government Relations Committee
2017 to 2019	Town Council, Town of Berlin, CT
1990 to 2011	Junior Woman's Club of Berlin, Inc. Past President 1995/1996, 2009/2011, Outstanding Member 1995

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/82096050275?pwd=YTFWM3JDR2crQk45V3VxeGFCTXhEZz09>

Meeting ID: 820 9605 0275

Passcode: 244979

+19292056099, US (New York)

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, May 3, 2022  
Town Council Chambers and  
Remote Meeting  
7:00 P.M.**

**A. CALL TO ORDER:**

Mayor Kaczynski called the meeting to order at 7:00 p.m.

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL:**

Those in attendance were:

Councilor Jack Fazzino  
Mayor Mark Kaczynski  
Councilor Brenden Luddy  
Councilor Charles Paonessa  
Councilor Peter Rosso  
Councilor Mike Urrunaga  
Councilor Donna Veach

Also in attendance:

Town Manager Arosha Jayawickrema  
Corporation Counsel Jeffrey Donofrio

**D. AUDIENCE OF CITIZENS:**

*Dan Thurston, 16 Conlin Way* – Mr. Thurston stated that he has attended several Community Senior Center Advisory Committee meetings and he wanted to thank the members for all their hard work collecting data and information for the Town. He added that that tennis and basketball courts at Berlin High School are beginning to see an increase in usage due to the nice weather and that is bringing more people into Town, and he believes that the Community Senior Center could have the same impact for Berlin. Also, he attended the Berlin High School Hall of Fame induction for Rex Smith and the common theme amongst those being inducted was the incredible amount of support they have received from the Town of Berlin along with the incredible facilities the Town provided them including Sage Park, training facilities at the high school, and youth programs in town. He believes the Community Senior Center could provide an opportunity for the Town to offer the same kind of support to seniors and youth in our community going forward.



***Tim Thurston, 100 Sawmill Drive*** – Mr. Thurston thanked the members of the Community Senior Center Advisory Committee for the time they devoted to the committee all for the betterment of the Town of Berlin. He believes the time and research they put in makes them experts on Community Centers in the State of Connecticut and he would appreciate and consider what they are proposing during tonight's presentation.

The Town has been discussing a new Community Center for over 30 years and in 1999 the current Community Center was built below the Berlin -Peck Memorial Library as a temporary measure. In the past Mr. Thurston has been involved with these committees and stated that close to 70% of people stated that they are in favor of a new Center and that percentage has not changed. He added that the Center would be an asset and benefit to the Town, even bringing new families to town. The Patterson Road location that is being considered is an ideal spot as it is close to seniors and to students. Mr. Thurston stated that the Center must have amenities that are beneficial to all age groups. In closing Mr. Thurston stated that he would like the Town Council to give the voters of Berlin a say in the construction of a new Community Senior Center.

***Janice Zagorski, 63 Grandview Avenue*** – Ms. Zagorski stated that she supports the Community Senior Center Advisory Committee in all the time and effort they put into their research, and she agrees with what has been said by the other speakers tonight. One point that has not been discussed is the mental health benefits that are realized by bringing together seniors and young people. The kids need a release from their stress and the support of adults, and a combined Community Senior Center is a benefit to all.

**E. MAYOR'S UPDATE:**

- Police Chief Matthew McNally was appointed to the Emergency 911 State Commission. The Mayor congratulated the Chief on his appointment.
- Detective Brett Kelly has been selected as Employee of the Year for 2021 in the Police Department's BEST program. Officer Meaghan Musanti was selected as the BEST program's Rookie of the Year for 2021.
- Berlin was listed at number 10 on the Top 25 Places to Live in Connecticut compiled by AreaVibes.com.
- The Gold Star Families Memorial was dedicated on Saturday April 30<sup>th</sup>. The grandson of Medal of Honor recipient Hershel "Woody" Williams was on hand to represent Mr. Williams' foundation which funds the installation of these memorials throughout the country. Mayor Kaczynski stated that Berlin was selected as the Memorial's location for the State of Connecticut. He thanked the Veterans' Commission and the Town's Parks and Grounds crew for their hard work.

**F. MEETING AGENDA – Immediately Following the Mayor's Update**

**G. CONSENT AGENDA:**

1. **Topic re: Approve the donation of a round of golf for four and two carts to be used for the Berlin Italian Club Pasta Dinner. All monies raised at the pasta dinner will go to the CT Breast Health Initiative, Inc. CT RACE IN THE PARK. Total value of the donation is \$220. – Golf Course**
2. **Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize/silent auction item during the Coach V Memorial Golf Tournament. Total value of the donation is \$220. – Golf Course**
3. **Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize during the 23<sup>rd</sup> Annual Chamber Golf Outing. Total value of the donation is \$220. – Golf Course**
4. **Topic re: Accept monetary donations totaling \$10,000.00 for the Berlin Peck Memorial Library and deposit \$10,000.00 into the Special Grants and donation fund. Move to appropriate the \$10,000.00 donation to the John Day Donation expenditure account in the Special Grants and Donation Fund. Move to accept the donation of a knitted shawl and yarn with an approximate value of \$40.00 to be used as a summer reading prize and move to accept the donation of a 36” X 24” framed print from the Finer Line Gallery with an approximate value of \$75.00 to be used as a summer reading prize. – Berlin-Peck Memorial Library**
5. **Topic re: Accept the donations of \$7550.00 and appropriate the funds to the Diving Equipment Expenditure Account. – Police Department**
6. **Topic re: Transfer \$109,437, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts. – Finance**
7. **Topic re: Approve waiving the Police Traffic Control fees for the World Peach Ukrainian Relief Fundraiser which took place at the East Berlin United Methodist Church in the amount of \$1712.10. – Town Manager**
8. **Topic re: To fund up to \$1,050 for the purchase of banners depicting Berlin that would be installed around the Kensington business district in celebration of the 300<sup>th</sup> Anniversary of Kensington and to grant an exception to the Town of Berlin Flag Flying Policy to allow the display of images related to Berlin on Street Light Pole Banners around the Kensington business district. – Town Manager**
9. **Topic re: Accept donation to the Berlin Animal Control Donation Account for \$260.00. – Animal Control**

Councilor Luddy moved to accept the Consent Agenda as presented.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

#### **H. NEW BUSINESS:**



**1. Topic re: Grant permission for Paul Kendrick as his Eagle Scout project to perform the cleaning and repair of damaged headstones in Ledge Cemetery. – Cemetery Committee**

Mr. Kendrick stated that he is currently working on completing his Eagle Scout project which will involve the maintenance of headstones at Ledge Cemetery off Four Rod Road. He stated that he has presented his project to the Berlin Cemetery Committee and received their approval as well as the approval of his local Scouting Council. Tonight, he is requesting the approval of the Town Council.

The project will include the cleaning and repairing of damaged headstones at the cemetery. The headstone repairs should last from 10 to 20 years while the process of cleaning them should remove decades worth of grime. He will be working with the assistance of his scout master's brother who is a carpenter by trade and has experience working with the epoxy and equipment utilized to repair these stones. All supplies have been purchased by Mr. Kendrick, his friends, and his project coach.

Mr. Kendrick added that this project will not only beautify the cemetery but honor the history of Berlin.

Town Clerk Kate Wall stated that the Cemetery Committee fully supports this project. Several members are at a Veterans' Commission meeting this evening, otherwise they would have been here to support Mr. Kendrick.

Councilor Luddy moved to grant permission for Paul Kendrick as his Eagle Scout project to perform the cleaning and repair of damaged headstones in Ledge Cemetery.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**2. Topic re: Increase P.O. no. 221940 for Air Balancing Service Co., of Newington, CT. up to \$25,000 as needed for Fiscal Year 2022, utilizing UCONN testing, adjusting and balancing contract no. DS060116-1-1 for work related to Berlin High School HVAC systems. – Facilities**

Director of Facilities Doug Solek stated that during the Covid-19 pandemic the State of Connecticut Department of Public Health provided guidelines for commissioning, retro commissioning, and balancing of school HVAC systems for maximum fresh air and air exchange for school reopenings.

With higher-than-average heat and humidity during the summer of 2021 Berlin High School and its' associated HVAC systems experienced conditions that required further adjustments. The extra time required by the balancing contractor has exceeded the current purchase order threshold and an increase in the purchase order up to \$25,000 is being requested.

Councilor Luddy moved to increase P.O. no. 221940 for Air Balancing Service Co., of Newington, CT. up to \$25,000 as needed for Fiscal Year 2022, utilizing UCONN testing, adjusting and balancing contract no. DS060116-1-1 for work related to Berlin High School HVAC systems.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

3. **Topic re: Approve bid no. 2022-32 and 2022-33 for On- Call Services and approve expenditures up to \$50,000 per bid no., per vendor for fiscal year 2022 and 2023, not to exceed the total contractual services approved budget in each fiscal year to the following vendors as this is in the best interest of the Town: Kronenberger and Sons Restoration of Middletown, CT; Civitello Masonry, Inc. of Newington, CT; Mirek Masonry of Newington, CT; Mystic Air Quality Consultants, Inc. of Groton, CT; Eagle Environmental, Inc. of Terryville, CT; EnviroPlan LLC of West Hartford, CT; Enviromed Services, Inc. of Meriden, CT; Loureiro Engineering Associates, Inc. of Plainville, CT; and TRC Environmental Corporation of Windsor, CT. – Facilities**

Director of Facilities Solek stated that additional RFPs went out for on-call services for trades related to building repairs and maintenance projects. The two additional contracts will allow his department to continue with work through this fiscal year along with some projects in the next fiscal year.

Councilor Paonessa stated that Mr. Solek often must come back to Town Council for approval of purchase order increases, and he inquired if a possible Charter Revision changing the threshold limits would be helpful to his department. Mr. Solek stated that today with the scope of work, labor rates, and material costs it would be helpful for work continuity and efficiency.

Councilor Luddy moved to approve bid no. 2022-32 and 2022-33 for On- Call Services and approve expenditures up to \$50,000 per bid no., per vendor for fiscal year 2022 and 2023, not to exceed the total contractual services approved budget in each fiscal year to the following vendors as this is in the best interest of the Town: Kronenberger and Sons Restoration of Middletown, CT; Civitello Masonry, Inc. of Newington, CT; Mirek Masonry of Newington, CT; Mystic Air Quality Consultants, Inc. of Groton, CT; Eagle Environmental, Inc. of Terryville, CT; EnviroPlan LLC of West Hartford, CT; Enviromed Services, Inc. of Meriden, CT; Loureiro Engineering Associates, Inc. of Plainville, CT; and TRC Environmental Corporation of Windsor, CT.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

4. **Topic re: Presentation by the Community Senior Center Advisory Committee. – Community, Recreation and Park Services**

Community Senior Center Advisory Committee Chair Brenden Luddy thanked the members of the Committee and Town staff for all their hard work and the time they put into this study.

Chairman Luddy stated the Committee's job was to provide factual data and recommendations to the Town Council regarding the possibility of a new Community Senior Center in Berlin. Their tasks were to visit other towns' facilities and hear about their lessons learned, services offered, costs and funding resources and to review Berlin's debt position and the possible impact on future taxes. The Committee visited facilities in Bloomfield, Mansfield, Glastonbury, Newtown, Branford, Windham, Rocky Hill, the Meriden YMCA, and the Putnam YMCA.



A report was created by the Committee and given to Town Council members for their review. This report is also available on the Town's website. Chairman Luddy then touched on information contained in the report.

- The Town of Berlin secured a \$750,000 grant from the State of Connecticut to perform a comprehensive study and to prepare preliminary design plans for a new Community Senior Center. \$176,586.40 has been spent to date with \$169,034.70 encumbered/intended for a Design/Build Package after a voter approved referendum. The remaining \$404,378.90 was intended to be used for debt issuance costs, marketing, plan revisions, and administrative costs.
- Fee schedules for the various facilities are included in the appendix of the report.
- The Committee viewed the current site selection on Patterson Way but did not review it in detail. They do recommend a traffic study for the area.
- Current Community Center and Senior Center usage numbers were obtained and are made a part of the report.
- Finance Director Kevin Delaney met with the Committee to discuss financial matters. Mr. Delaney provided the Committee with information on costs and mil-rate increases based on facility costs with three examples provided.
- Information from the YMCA presentation are also included in the report.
- The Committee provided a pros and cons list in the report of building a new facility vs the YMCA.
- The Committee felt that the conceptual design of the building met the Statements of Needs of both the Commission on Aging and the Parks and Recreation Commission.

Mayor Kaczynski thanked Chairman Luddy and the Committee for all the work they put into this report. Once the information is fully reviewed by the Town Council the next step would be to present it to the public no later than a date in June.

Councilor Veach thanked the Committee for their work and for the report. The information was very informative.

***Donna Bovee, 85 Steepleview Drive*** – Community Senior Center Advisory Committee member Ms. Bovee stated that given the time constraints in the process if the Town Council decides to move forward having the question on the ballot in November, those time constraints need to be considered.

Ms. Bovee added that the two options that the Committee looked at, a town facility or a YMCA facility, are two different animals. As Chair of the Parks and Recreation Commission she wants the Town Council to understand that the YMCA cannot meet the Statement of Needs of either the Commission on Aging or the Parks and Recreation Commission. If the Town decides to move forward with the YMCA option, they need to understand what the YMCA can and cannot do. She

encouraged the Council members to read the report and its' appendixes and understand the pros and cons of both options.

Councilor Fazzino stated that he is impressed with all the work that went into the report. It was truly a thorough investigation into what other facilities offer and what can feasibly be implemented in Berlin. He inquired if there was a consensus among the Committee members as to which was the best way to go. Chairman Luddy stated that the Committee's task was to gather the information or provide opinions. Councilor Fazzino clarified that he was inquiring if there was one facility the Committee toured that they felt was like what Berlin would want. Chairman Luddy stated that the Newtown Center was the closest facility.

Councilor Urrunaga, who was also on the Committee, stated that there was no one facility that had everything that Berlin wants. He was grateful to tour the facilities that he did and to have the notes of the facilities he did not tour; therefore, he encourages the other Council members to read the reports because they provide a good understanding of what other towns learned in the process.

Councilor Fazzino stated that if the Town is going to move forward with this project the best investment is to do it right the first time. Getting the ins and outs of what works in other towns and what can be implemented in Berlin is important.

Committee member Barbara Gombotz inquired as to when the individual committee members can begin sharing this information. Mayor Kaczynski stated that the report is available to the public now, but he would prefer the information be presented in a public forum by the Committee members and the Town Council at the public meeting.

There was discussion about holding the public meeting at McGee Middle School to allow easier access for seniors, but the Mayor added that they will also try to hold a smaller meeting at the Senior Center during the day. There was a suggestion to have Senior Center Director Tina Doyle do a robocall to seniors to make them aware of the meeting.

NO ACTION NEEDED

**5. Topic re: Award RFP 2022-30 and authorize the Town Manager to enter into a contract with Linden Landscapes Architects, LLC for an amount not to exceed \$34,500 for the reconstruction of Percival Soccer Field. – Community, Recreation and Park Services**

Director of Community, Recreation and Park Services Jennifer Ochoa stated that the Town went out to bid for Architectural/Engineering, Feasibility Study, Design and Construction Administration Services for Percival Field with bids received from two vendors.

After a review of the bid results both vendors were interviewed and it was a unanimous decision to move forward with the lowest and only qualified bidder, Linden Landscapes Architects LLC who has also worked with the Town in the past and is more than qualified to perform the work.

Councilor Luddy moved to award RFP 2022-30 and authorize the Town Manager to enter into a contract with Linden Landscapes Architects, LLC for an amount not to exceed \$34,500 for the reconstruction of Percival Soccer Field.



Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**6. Topic re: Authorize the Town Manager to sign a five-year multi-function copier/printer/scanner lease agreement with the low bidder, Office Works, for the lease of devices at various Town and BOE locations for annual cost of \$57, 531 plus usage charges. – Finance**

Finance Director Kevin Delaney stated that the current 5-year multi-function copier/printer/scanner lease with Office Works and DeLage Landen Financial Services will expire on August 1, 2022. A combined Town and Board of Education RFP was issued with responses from twelve vendors.

After review, it was determined that Office Works was the low bidder. The contract includes all machine materials and labor and excludes paper. Machines will offer the ability to interact with the Town issued ID cards in place of entering a code for a print job which has proven to decrease paper waste and increase security.

Councilor Luddy moved to authorize the Town Manager to sign a five-year multi-function copier/printer/scanner lease agreement with the low bidder, Office Works, for the lease of devices at various Town and BOE locations for annual cost of \$57, 531 plus usage charges.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**7. Topic re: Discussion on the proposed Defined Benefit Plan for Berlin Police Officers. – Town Manager and Police**

Town Manager Jayawickrema introduced this item by stating that over the past year two representatives from the Police Commission, two members of the Board of Finance, the Mayor, the Police Chief, the Finance Director, the Town Manager, and two members of the Police Union have been reviewing various options for the proposed Defined Benefit Plan for the Berlin Police Officers. He asked Police Chief Matthew McNally to speak to the Town Council about why it is necessary to have a conversation about switching from a Defined Contribution Plan (DCP) to a Defined Benefit Plan (DBP).

Police Chief McNally explained that the biggest challenge for the department right now in trying to attract and hire new officers. When candidates apply, particularly young people, one of their first questions is about the benefits package with many looking for that DBP.

The Town of Berlin needs to attract younger officers due to the nature of the job, but it is becoming more difficult to do so considering that surrounding towns are offering the DBP. Many towns have switched back to the DBP for this reason. Chief McNally stated that he supports the DBP for the Berlin Police Department.

Finance Director Delaney stated that DBP are very good plans if they are funded. The Town has been dealing with consequences of violating the intergenerational equity component as the previous

plan was not funded properly over time. Therefore, if the Town moves forward with this plan, it is critical that it be funded properly.

Mr. Delaney stated that the plan is designed to pay out 2% per year times years of service times 3-year average earnings. Typically, a plan includes a cap of 50% to 75%, information provided to the Town Council includes a 50% cap while the Police Union is requesting a 60% cap. Increasing the cap means more liability and increased funding.

The plan example provided proposes a set cost-of-living adjustment rate of 2% which allows the Town to make increases even during periods of low inflation to avoid having to pay extraordinary increases during high inflation.

Also to be considered is the employee contribution. The information provided includes a contribution rate of 6% and 8% with the higher rate driven by an attempt to share the cost burden of the cost-of-living increase over time.

Another assumption of the information provided is no disability as the Police Department will retain its' current Lloyds of London disability program.

Finally, there are officers coming up on 22 years on the DCP while there are new officers with less than a year of service. Therefore, the information presented includes a buy-in component that will fully fund the liabilities of all the officers to join in, as well as a no buy-in option and everyone will begin to build time from this point forward.

Mr. Delaney added than another assumption is that eligible compensation only includes base wages.

A review of six scenarios was presented by Mr. Delaney with employee contribution rates of 6% and 8%, different buy-in amounts and cost of living percentages showing the estimated impact on taxpayers. Until the plan is developed it is not possible to definitively determine how many officers would buy-in to the plan.

Mayor Kaczynski stated that the previous DBP had been unfunded for years and allowed for employees to take a lump sum payout which became a financial burden on the Town. The proposed plan information is a much better option for the Town and could provide an advantage for recruiting and keeping officers.

Councilor Fazzino added that he is surprised that in looking at the various options and scenarios it does not seem like it would be that much more expensive to fund a DBP versus the current DCP, and if a DBP is what it takes to increase retention in the Police Department it is very encouraging.

Mayor Kaczynski stated that when the final plan document is available it will be brought to the Town Council for review.

NO ACTION NEEDED

8. **Topic re: Approve a transfer of \$2,700 from Storm Related Overtime and appropriate \$2,000 into Commission Secretaries; \$47.00 into Worker's compensation; \$153.00 into Social Security and \$500.00 into Supplies Accounts and form a Charter Revision Commission and appoint the**



**members and the Charter Revision Commission shall submit its draft report by June 14<sup>th</sup> to the Town Clerk for submission to the Town Council at their June 21<sup>st</sup> meeting and recommendations to be considered by the Charter Revision Commission. – Town Council**

Mayor Kaczynski stated that areas under consideration for review by the Charter Revision Commission would include an increase in purchase order amounts requiring Town Council approval along with language changes to certain sections of the VNA that would allow the Town more options and authority to make the funding of it easier. All items would require Corporation Counsel input.

Councilor Rosso stated that there are three Democrats that his party has discussed having on the Commission while Mayor Kaczynski stated there were four Republicans they were interested in appointing. Town Clerk Kate Wall stated that those appointments would work as one party would have a simple majority. The first order of business would be to fund the Charter Revision Commission.

Councilor Luddy moved to approve a transfer of \$2,700 from Storm Related Overtime and appropriate \$2,000 into Commission Secretaries; \$47.00 into Worker's compensation; \$153.00 into Social Security and \$500.00 into Supplies Accounts.

Seconded by Councilor Paonessa.

Councilor Fazzino inquired about setting parameters for the Charter Revision. Mayor Kaczynski stated that it is not about parameters, it is understanding that once the Charter is opened everything in it is fair game for discussion and possible change via referendum vote. Councilor Fazzino stated that he is concerned that with the time limitations the Commission could get distracted from the issues they are intending to review. Mayor Kaczynski stated that if the review cannot be done in time for the November election that is okay, but they can try to make the best of the time given.

Vote being 7-0 (MOTION CARRIED)

Town Clerk Wall reminded the Town Council that once the Charter is opened everything is fair game for review, and there is a deadline as to how long the revision can take. Also, there is a lot of power to the Commission and the Town Council may not have final say.

Corporation Counsel Donofrio stated that the Town Council can make recommendations which should come at the time the Commission is created, but when the Charter Revision Commission presents their draft report to the Council and there are items that the Council does not accept then a joint meeting is held to inform the Commission of that. However, the Commission is under no obligation to accept the Council's proposed edits. Attorney Donofrio added that the Commission has 16 months from the date they are appointed to complete their review during which time two public hearings must be held. Mayor Kaczynski added that ultimately the voters of Berlin will have the final say.

Councilor Luddy moved to form a Charter Revision Commission and appoint the following members: Nina DeDominicis, Sal Bordonaro, George Millerd, June Daley, Joe Aresimowicz, Julie Erickson, and Gerry Paradis.

Town Clerk Wall stated that not more than one-third of the Commission members may be a public official. As four of the recommended members are elected or appointed it was determined that other members must be appointed in place of some of those noted above.

Ms. Wall recommended having a special meeting before the next Town Council meeting as the Charter Revision timeline is tight. She added that meeting could be done via Zoom and Corporation Counsel stated that the April 30<sup>th</sup> sunset for hybrid meetings has been removed. Town Manager Jayawickrema stated that the Councilors can have the meeting via Zoom but there will need to be a place at Town Hall available for the public to listen in and comment.

The Town Council selected to have a Special Meeting on Thursday May 12<sup>th</sup> at 6:00 p.m. to form the Charter Revision Commission, appoint members, and provide recommendations for the Commission's draft report.

#### **I. TOWN MANAGER'S REPORT:**

- A contract has been signed with Civic Plus which is a platform that will allow residents to sign up for various types of notifications from the Town. Examples include elections, road repairs, board and commission meetings, and general Town news.

Those that have already signed up for Everbridge can have their information uploaded to receive notifications from the new system. An advertising campaign will be put out and a team of employees will be created to oversee specific information for their departments. Notification can be via email, text, or phone.

- A big thank you to Vital Signs for creating signs at the last minute to advertise the April 26<sup>th</sup> Budget Referendum and to Steve Wood for placing the signs throughout the Town.
- The fiscal year 2023 General Fund Budget pie chart will be distributed with the upcoming tax bills.
- The Town Manager toured an area of Pistol Creek along with Councilor Rosso, Mary Kathryn LaRose, Superintendent of Parks and Grounds Steve Wood, and Conservation Commission Chairman Mike DeLorenzo and a leash-free area was agreed upon. Details will be worked out with the high school cross country team which uses the area during their season.
- A Public Hearing for the Affordable Housing Plan will be held on Tuesday May 17<sup>th</sup> during the Town Council meeting.

#### **J. SPECIAL COMMITTEE REPORTS:**

None

#### **K. COUNCILORS' COMMUNICATION:**

Councilor Paonessa thanked Parks and Grounds Superintendent Steve Wood and his crew for their clean up after the concrete installation for the Gold Star Families Memorial, as well as for restoring



the grounds after some damage from the forklift delivering granite. Mr. Wood also met after hours with Councilor Paonessa and an Eagle Scout to deliver materials and set up a port-a-potty for an Eagle Scout project. Mayor Kaczynski thanked Councilor Paonessa for his donation for the concrete work for Memorial installation, as well as Tilcon's donation of the concrete.

Councilor Urrunaga stated that it is Teacher Appreciation Week and he thanked teachers for all the work they do in educating our children.

Councilor Fazzino stated that regarding the "It's All In Berlin" campaign that Economic Development Director Chris Edge spoke about at the last Town Council meeting, he checked out the social media presence of #itsallinberlin and it seems to be growing and it's a good way to showcase the Town in ways that people may not have seen before.

**L. ACCEPTANCE OF MINUTES:**

**April 19, 2022**

Councilor Luddy moved to accept the Town Council Meeting Minutes of April 19, 2022.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**M. EXECUTIVE SESSION:**

**1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Mattabassett District**

Councilor Luddy moved to go into Executive Session: Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Mattabassett District at 9:23 p.m. Invited in: Water Control Manager Ray Jarema, Corporation Counsel Donofrio, and Town Manager Jayawickrema.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**N. ADJOURNMENT**

Councilor Luddy moved to adjourn at 10:00 p.m.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting