

Agenda Item No.: 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: May 31, 2022
SUBJECT: Request a bid waiver for Stewart Stevenson for parts and repair of Detroit Diesel engines (work already completed).

SUMMARY:

During fiscal year 2022, the Fleet Department has used Stewart Stevenson for parts and engine repair on multiple occasions. The cumulative cost of these expenditures now totals \$25,767.00. Stewart Stevenson is the parent company of Atlantic Detroit Diesel, a factory repair facility in our area for parts and repairs on Detroit Diesel engines and Allison transmissions.

The funding to cover all these expenses (past and present) has come from various Fleet Department accounts including:

- Auto Parts (001.20.2035.0.53233.00000)
- Contractual Services (001.20.2035.0.53814.00000)
- Professional Services (001.20.2035.0.53920.00000)

For fiscal year 2023, Stewart Stevenson will be added to the Fleet Department's annual list of "Request for Bid Waiver".

ACTION NEEDED:

Move to approve waiving the Town's bidding requirements to repair Detroit Diesel engines utilizing Stewart Stevenson for an amount not to exceed \$25,767.00, as this is in the best interest of the Town.

ATTACHMENTS:

None

PREPARED BY:

James C. Simons, Fleet Manager

MSA

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: May 31, 2022
SUBJECT: Request approval to purchase 33,000 gallons of fuel from East River Energy for Fiscal Year 2023.

SUMMARY:

East River Energy of Guilford, CT is the Town's current supplier of gasoline and diesel; they have been our contracted supplier for the past nine years. Unfortunately, the Town of Berlin's contract for diesel will run out on July 1, 2022. The current contract was a two year contract that was negotiated during the height of the COVID lock down at \$1.84 per gallon.

Jim Simons, Fleet Manager, has also provided the necessary documentation to the Capital Region Council of Governments (CRCOG) to be included in their current diesel bid process. Two bidders provided pricing for Berlin.

Results of the CRCOG bid # 730:

	<i>Option A</i>	<i>Option B</i>
	<i>Differential</i>	<i>Fixed Mark Up</i>
<i>Dime Oil</i>	\$ 0.0482	\$ 0.1683
<i>East River</i>	\$ 0.0634	\$ 0.1829
<i>Difference</i>	\$ 0.0152	\$ 0.0146
<i>life of Contract</i>	\$ 501.60	\$ 481.80

Jim Simons recommends awarding the diesel contract to East River Energy. East River has provided very good service over the years to both the Fleet Garage and the golf course.

It is also the recommendation of Jim Simons to utilize Option A and wait on purchasing or locking in to a "fixed" rate. Mr. Simons also estimates that at today's market pricing the fuel account for fiscal year 2023 is underfunded by approximately \$140,000.

ACTION NEEDED:

Move to award the Fiscal Year 2023 diesel contract to East River Energy of Guilford, CT utilizing the "differential" option in CRCOG Bid # 730, as this is in the best interest of the Town.

ATTACHMENTS:

None

PREPARED BY:

James C. Simons, Fleet Manager

JCSA

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 26, 2022

SUBJECT: Approve the transfer of funds and the purchase of a new Skid Steer

Summary of Agenda Item:

The Town's existing skid steer was purchased in 2007. The piece of equipment is utilized by several departments including Grounds, Highway, and other Town Departments. The existing skid steer is used on a daily basis for loading trucks with mulch, infield material, playground safety surfacing and other types of aggregates. It is also used during winter months for snow removal at Town buildings and cleaning up Main Street after large storms. We also assist the Conservation Commission with clearing recently purchased open space, fallen trees, and mowing and widening walking paths with our brush mower attachment. The primary function of this piece of equipment is field renovation, installing wooden guardrails, and grading and removing of curbs in preparation of paving. With its age, the machine is routinely in the garage for repairs and parts have become difficult to locate.

Public Grounds solicited quotes for a replacement skid steer. Based on the quotes, this request is to purchase a new Caterpillar 259D3 HF Compact Track Loader and approve the transfer of existing Town funds to complete the purchase. The cost of the new machine is net of a 31.94% State discount and a trade-in credit of \$18,000 offered by H.O. Penn for the Town's existing skid steer.

Funds are available in several accounts to make this purchase. To enable the expenditure, this request includes a second motion to transfer excess funds from various projects into the Public Grounds Skid Steer account. Specifically,

FROM:

<u>Account</u>	<u>Name</u>	<u>Amount</u>
001.25.2545.0.53932.00000	Waterways Treatment	\$10,000.37
001.25.2545.0.51445.00000	Storm Related Overtime	\$2,889.00
500.20.2037.0.54000.00024	Flat Bed Truck	\$14,846.34
500.20.2037.0.54000.00138	Wood Chipper	\$15,281.91
500.20.2037.0.54000.00142	Bobcat Accessories	\$511.11
500.20.2037.0.54000.00172	Excavator	\$343.75
500.20.2038.0.54000.00015	Pick Up Truck	\$150.00
500.20.2038.0.54000.00336	Timberlin Clubhouse Roof Replacement	\$400.20
500.25.2543.0.54000.00701	Lightning Detection	\$140.00
500.25.2545.0.54000.00017	Rack Body	\$8.80
500.25.2545.0.54000.00100	Trailer	\$284.02
500.25.2545.0.54000.00322	Storage Unit	\$625.50

TO:

500.25.2545.0.54000.00175 Skid Steer \$45,481.

Action Needed:

Move to waive the Town's bidding requirement and approve the purchase of a new Caterpillar 259D3 HF Compact Track Loader from H.O. Penn of Newington, CT for \$45,481, pending approval of the budget transfers by the Board of Finance, as this is in the best interest of the Town.

Move to approve a transfer from the Waterways Treatment account (\$10,000.37) and the Storm-related overtime account (\$2,889.00), both in the General Fund, and from the Flat Bed Truck account (\$14,846.34), the Wood Chipper account (\$15,281.91), the Bobcat Accessories account (\$511.11), the Excavator account (\$343.75), the Pick Up Truck account (\$150.00), the Timberlin Clubhouse Roof Replacement account (\$400.20), the Lightning Detection account (\$140.00), the Rack Body (\$8.80), the Trailer (\$284.02) and the Storage Unit account (\$625.50), all from the Capital Non-Recurring Fund to the Skid Steer account in the Capital Non-Recurring Fund.

Attachments:

H.O. Penn Quote

Budget Transfer Form

Prepared By:

Steve Wood, Public Grounds Superintendent

SW



May 6, 2022

Town of Berlin
27 Town Farm Lane
Berlin, CT 06037

Attn: Toby

We are pleased to quote the following Caterpillar Compact Track Loader.
Per State of Connecticut Contract # 14PSX0331

Caterpillar 259D3 HF Compact Track Loader:
Enclosed Cab with Heat and A/C, Heated Deluxe Seat, Advanced Display, Reverse Camera, 2-Speed, Hydraulic Front Coupler, Parallel Lift, LED Lights, Counterweights, Poly Door, High Flow Hydraulics, 15.7" Wide Bar Tracks.

List Price		\$ 93,272.00
		<u>Net 31.94% Discount</u>
Per Spec		\$ 63,481.00
Additional Attachments	<u>List</u>	<u>Net 24% Discount</u>
NO BUCKET REQUESTED	\$ 0.00	\$ 0.00
Total Purchase Price with all options		\$ 63,481.00
Trade Credit: 2007 Bobcat A300 (SN:539912069) w/ Spare Turf Tire Set & Chains		\$ 18,000.00
TOTAL		\$ 45,481.00

Sincerely,

Reed Hofmann
Machine Sales Representative

H. O. PENN MACHINERY COMPANY, INC.

Bronx, NY
10465
699 Brush
Avenue
(718) 863-3800

Holtsville, NY
11742
660 Union
Avenue
(631) 758-7500

Holtsville, NY
11742
15 Middle Avenue
(631) 758-7500

Poughkeepsie, NY
12603
122 Noxon Road
(845) 452-1200

Newington, CT
06111
225 Richard
Street
(860) 666-8401

Bloomington, NY
12721
783 Bloomingburg
Road
(845) 733-6400



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Public Grounds	Fiscal Year:	FY2022	Date:	5/25/22
To Acct #:	Description:	Amount:	Requested by:		
500.25.2545.0.54000.00175	Skid Steer	\$45,481.00	S. Wood		

Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #:	Description:	Amount:	Approved by: 
001.25.2545.0.53932.00000	Waterways Treatment	\$10,000.37	
001.25.2545.0.51445.00000	Storm Related Overtime	\$2,889.00	
500.20.2037.0.54000.00024	Flat Bed Truck	\$14,846.34	
500.20.2037.0.54000.00138	Wood Chipper	\$15,281.91	
500.20.2037.0.54000.00142	Bobcat Accessories	\$511.11	
500.20.2037.0.54000.00172	Excavator	\$343.75	
500.20.2038.0.54000.00015	Pick Up Truck	\$150.00	
500.20.2038.0.54000.00336	Timberlin Clubhouse Roof Replacement	\$400.20	
500.25.2543.0.54000.00701	Lightning Detection	\$140.00	
500.25.2545.0.54000.00017	Rack Body	\$8.80	
500.25.2545.0.54000.00100	Trailer	\$284.02	
500.25.2545.0.54000.00322	Storage Unit	\$625.50	

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Public Grounds, Highway and other department, as needed, use the Town's existing skid steer daily. The skid steer is used to move various materials (dirt, sand, etc.) and to clear snow at schools and town buildings in the winter. The existing machine was purchased in 2007 so parts are difficult and sometimes impossible to find. This transfer will fund the purchase of a new Caterpillar skid steer, net of the 31.94% State discount and the \$18,000 trade-in credit for the existing skid steer.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/25/22**

Comments:

Section 3a: Town Council action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

Section 3b: Board of Finance action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 26, 2022

SUBJECT: Approve a budget transfer to fund upgrades at Hubbard Playground

Summary of Agenda Item:

The playground and stairs at Hubbard Playground need an upgrade to remain safe for the children. The Town can purchase the materials in June 2022 and hire a contractor to complete the work before the 2022-23 school year begins using the approved on-call list. This motion is to approve the transfer of surplus funds to cover the cost of the project.

Funds are available in the School Worker's Compensation account because the Town's final renewal rate was lower than expected in the FY22 budget. Funds are also proposed to come from the School Contractual Services account since this project is considered a high priority for the Board of Education. The requested transfer is to move \$60,000 from the School Worker's Compensation account (001.35.3561.0.52010.00000) and \$65,000 from the School Contractual Services account (001.35.3561.0.53814.00000) to the Hubbard Playground account (001.35.3561.0.54000.00773), all in the General Fund.

Action Needed:

Move to approve a transfer of \$60,000 from the School Worker's Compensation account and \$65,000 from the School Contractual Services account to the Hubbard Playground account, all in the General Fund, pending approval of the Board of Finance.

Attachments:

Budget Transfer Form

Prepared By:

Kevin Delaney, Finance Director




TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Schools	Fiscal Year:	FY2022	Date:	5/25/22
To Acct #:	Description:	Amount:	Requested by:		
001.35.3561.0.54000.00773	Hubbard Playground	\$125,000.00	S. Wood		

Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐


From Acct #:	Description:	Amount:	Approved by: 
001.35.3561.0.52010.00000	Worker's compensation	\$60,000.00	
001.35.3561.0.53814.00000	Contractual Services	\$65,000.00	

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

The playgrounds and stairs behind Hubbard School are in need of repairs for safety reasons. This request will fund the replacement of the stairs and the removal/replacement of the playground blacktop. The funds also support \$25,000 in contingency for inflation escalation and unforeseen issues.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 5/25/22
Comments: 			

Section 3a: Town Council action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 3b: Board of Finance action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 24, 2022

SUBJECT: Town Meeting to Appropriate \$288,000 of Outside Police Services Receipts

Summary of Agenda Item:

The Berlin Police Department provides public safety support to many private projects throughout Berlin. The outside organizations who request this support pay the Town for the officer's time and wear-and-tear on police vehicles. This revenue, and related expense, is budgeted annual in the adopted General Fund budget.

During FY22, the amount of outside police service requests exceeded what was anticipated in the FY22 adopted General Fund budget. As a result, the expenditure account (001.15.1532.0.51440.00000 Extra Duty Police Officer) for these services and the related revenue account (001.15.1532.1.42303.00000 Outside Police Services) are higher than budgeted. This motion is to appropriate the additional revenue to the related expenditure account.

Action Needed:

Move to call a Town Meeting at 6:45 p.m. on June 21, 2022, to approve a non-budgeted appropriation of \$288,000 from the Outside Police Services account to the Extra Duty Police Officer account, both in the General Fund.

Attachments:

None

Prepared By:

Kevin Delaney, Finance Director

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 24, 2022

SUBJECT: Appropriation of \$5,048,046.16 in American Rescue Plan (ARPA) grant funds for HVAC Upgrades at the three elementary schools

Summary of Agenda Item:

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, the Town of Berlin was awarded \$6,048,046.16. The distribution of these funds was scheduled to occur in two installments – June 2021 and June 2022. The Town received the first installment (\$3,024,023.08 or 50% of the total grant) on 6/22/2021. The second installment is scheduled for approximately twelve months after the first installment.

In May 2021, The US Treasury published the Interim final rule (IFR) describing eligible uses of the SLFRF. Since that time, Treasury has received feedback on the IFR. Based on that feedback, Treasury issued the final rule in January 2022. The final rule delivers broader flexibility and greater simplicity.

Among the changes, the final rule offers a standard allowance for revenue loss of up to \$10 million, not to exceed the total award amount, and streamlined reporting requirements. The final rule takes effect April 1, 2022. However, “recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the Interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used.” (p.5, Overview of the Final Rule)

Based on the IFR (and reinforced by the final rule), the Town appropriated \$1,000,000 to the State & Federal Grants revenue account between fiscal years 2022 & 2023. As a result, the Town has \$5,048,046.16 remaining.

Original ARPA Grant – Berlin	\$6,048,046.16
Fiscal Year 2022 adopted GF budget	(\$ 700,000.00)
Fiscal Year 2023 adopted GF budget	(\$ 300,000.00)
Available ARPA Grant – Berlin	\$5,048,046.16

Although there are many uses of the remaining ARPA funds that would benefit Berlin, this motion is requesting to appropriate the remaining ARPA grant balance (\$5,048,046.16) to the HVAC Upgrade account (545.35.3561.0.54000.00341) in the American Rescue Plan Fund. This appropriation may be used to purchase equipment, pay construction contractors, and pay a

construction manager. The first school HVAC project is expected to be bid in 2022, and construction is projected to start at the first school during the summer of 2023.

Action Needed:

Move to appropriate \$5,048,046.16 of America Rescue Plan (ARPA) grant funds to the HVAC Upgrades account in the American Rescue Plan fund, pending approval by the Board of Finance.

Attachments:

None

Prepared By:

Kevin Delaney, Finance Director 

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 31, 2022

SUBJECT: Discussion of FY23 Capital and Major Capital Projects/Purchases

Summary of Agenda Item:

In the Fiscal Year 2023 General Fund budget development, the Board of Finance removed all capital requested by the Town Manager and directed him to use fiscal year 2022 General Fund operating surplus funds to make the requested purchases and complete the requested projects.

FISCAL YEAR 2023 REQUESTED GENERAL FUND CAPITAL (removed from FY23 adopted budget)				
Project	Tier	Funding Source	Amount	Tier Total
School Vans	1a	FY22 Surplus	\$95,000	
Hubbard School Playground Paving & Stairs	1a	FY22 Surplus	\$125,000	
Town Hall Server Replacement	1b	FY22 Surplus	\$162,500	
Police Server Maintenance	1b	FY22 Surplus	\$28,930	
		FY22 Capital	\$9,070	
Fire Alarm Upgrades - Willard	1b	FY22 Surplus	\$150,000	\$570,500
Demore, Dinda, Bittner Jr. Memorial Pool Repairs	2	FY22 Surplus	\$200,000	
New carpeting (replace original now 32 yrs old)	2	FY22 Surplus	\$144,824	
	2	CNR Capital	\$5,176	
12 Passenger Van (20% TOB/80% Fed DOT)	2	FY22 Surplus	\$17,000	\$367,000
Toro Tri-Plex Greensmower	3	FY22 Surplus	\$40,000	
On-course bridge replacement (assumes \$35k/bridge)	3	FY22 Surplus	\$35,000	
Small used Kubota tractor	3	FY22 Surplus	\$35,000	\$110,000
Vehicle - Patrol Units - (5% incr. in out yrs)	4	FY22 Surplus	\$165,375	
Vehicle - Unmarked/Admin	4	FY22 Surplus	\$35,000	\$200,375
Basement Storage (Griswold)	5	FY22 Surplus	\$40,000	
Auditorium & Stage Renovation (McGee)	5	FY22 Surplus	\$250,000	
Lavatory Upgrades (Griswold, Hubbard, Willard)	5	FY22 Surplus	\$350,000	
Sage Park Parking Lot	5	FY22 Surplus	\$300,000	\$940,000
Paper Goods Pond Dam (consulting)	6	FY22 Surplus	\$65,000	
Deming Road House (Mobile Home caretakers house)	6	FY22 Surplus	\$50,000	\$115,000
Pool Cars (incl Assessor, Bldg Insp, DPW, Nursing)	7	FY22 Surplus	\$28,350	
Large dump truck	7	FY22 Surplus	\$220,000	
Pickup Truck	7	FY22 Surplus	\$45,000	
Facilities - Truck	7	FY22 Surplus	\$38,000	
Used 1 Ton 4x4 dump truck w/ plow	7	FY22 Surplus	\$30,000	
Dump Truck (with plow & sander)	7	FY22 Surplus	\$110,000	\$471,350
Exterior repairs to Art League Building	8	FY22 Surplus	\$50,000	
Hubbard Library Media Center and Courtyard	8	FY22 Surplus	\$300,000	
Floor Tiles (Griswold, Hubbard, Willard)	8	FY22 Surplus	\$75,000	
Band Room Renovation (McGee)	8	FY22 Surplus	\$50,000	\$475,000
McGee Generator	HOLD		\$500,000	\$500,000
			\$3,749,225	\$3,749,225
Tier 1 -3 Total			\$1,047,500	\$1,047,500
Tier 1 -4 Total			\$1,247,875	\$1,247,875

Based on the projected fiscal year 2022 surplus, a cross-functional team of Town and BOE department heads prioritized the requested purchases/projects (see above). Based on the current projected fiscal year 2022 surplus, the items highlighted in green expect to be funded with the final fiscal year 2022 surplus. Once final invoices are paid in July, agenda items will be developed to fund as many of the green highlighted items as possible.

In addition to the fiscal year 2023 budget items, major capital projects and proposed funding are listed below. These projects/purchases have been proposed previously. The goal of this discussion is to determine if the proposed strategy should be implemented if projected funding materializes.

CAPITAL PROJECTS CAPITAL			
<u>Project</u>	<u>Funding Source</u>	<u>Amount</u>	<u>Expected Timing</u>
<u>Police Station Renovation</u>			
Design/Bidding work (Jakunski & Humes)	Fund Balance	\$300,000	Summer 2022
Relocate BOE Storage (rough estimate)	Fund Balance	\$500,000	Fall/Winter 2022
Relocate Food Pantry/Storage (rough estimate)	Fund Balance	\$500,000	Fall/Winter 2022
Construction (Phases 1-3)	June 2023 Bond	\$4,624,250	Summer 2023
<u>HVAC</u>			
Construction Manager - estimate	ARPA	\$500,000	Summer 2022
Willard	ARPA	\$4,548,046	Summer 2023
	Fund Balance	TBD	Contingency
Griswold	June 2024 Bonding	TBD	Summer 2024
Hubbard	June 2024 Bonding	TBD	Summer 2024
Percival Soccer Field	Fund Balance	\$225,000	Summer 2022
Highway Wash Bay	FEMA	\$264,212	Summer 2022
	Fund Balance	\$250,000	Summer 2022
Fire Vehicle (#4 of 4 in Fire Dept Strategic Plan)	FY22 or FY23 Surplus	\$1,050,000	TBD
Willard School Parking Lot	LOCIP	\$258,000	Summer 2023

The most recent projected 6/30/2022 fund balance is:

		As a % of FY22 budget	Source/Notes
6/30/2021 GF Unassigned Fund Balance	\$18,300,008	19.5%	from audited Annual Comprehensive Financial Report
Non-budgeted appropriation	(\$7,510,640)	-8.0%	FY22 DB pension payouts & new fire vehicle purchases
Projected FY22 Year-end GF surplus/(deficit)	\$2,250,000	2.4%	on-going operations only
Surplus used for removed FY23 capital requests	(\$1,233,629)	-1.3%	from proposed capital projects/purchases spreadsheet
Assigned fund balance in FY23 budget	(\$380,000)	-0.4%	increase in use of fund balance in FY23 adopted GF budget
Proposed Use of Fund Balance	(\$775,000)	-0.8%	from proposed capital projects/purchases spreadsheet
Projected 6/30/2022 GF Unassigned Fund Balance	\$10,650,739	11.3%	
Other items:			
Net DB Pension Liability	(\$1,779,950)		Unfunded liability as of 1/31/2022
Fire vehicles	(\$1,050,000)		Replacing fourth 20-year old fire vehicle

Unassigned fund balance is projected to be sufficient to cover the proposal above.


Action Needed:

None

Attachments:

Capital Spreadsheet

Prepared By:

Kevin Delaney, Finance Director 

Town of Berlin
Short-Term Capital Spending & Funding Plan
Fiscal Years 2023 & 2024

FISCAL YEAR 2023 REQUESTED GENERAL FUND CAPITAL (removed from FY23 adopted budget)						
Project	Tier	Funding Source	Amount	Tier	Amount	Total
School Vans						
Hubbard School Playground Paving & Stairs	1a	FY22 Surplus	\$95,000			
Town Hall Server Replacement	1a	FY22 Surplus	\$125,000			
Police Server Maintenance	1b	FY22 Surplus	\$162,500			
Fire Alarm Upgrades - Willard	1b	FY22 Capital	\$9,070			
	1b	FY22 Surplus	\$150,500			\$570,500
Demore, Dinda, Bitner Jr. Memorial Pool Repairs	2	FY22 Surplus	\$200,000			
New carpeting (replace original now 32 yrs old)	2	FY22 Surplus	\$144,824			
	2	CNR Capital	\$5,176			
12 Passenger Van (20% TOB/80% Fed DOT)	2	FY22 Surplus	\$17,000			\$367,000
Toro Tri-Plex Greensmower	3	FY22 Surplus	\$40,000			
On-course bridge replacement (assumes \$15k/bridge)	3	FY22 Surplus	\$35,000			
Small used Kubota tractor	3	FY22 Surplus	\$35,000			\$110,000
Vehicle - Patrol Units - (5% incr. in out yrs)	4	FY22 Surplus	\$165,375			
Vehicle - Unmarked/Admin	4	FY22 Surplus	\$35,000			\$200,375
Basement Storage (Grswold)	5	FY22 Surplus	\$40,000			
Auditorium & Stage Renovation (McGee)	5	FY22 Surplus	\$250,000			
Lavatory Upgrades (Grswold, Hubbard, Willard)	5	FY22 Surplus	\$350,000			
Sage Park Parking Lot	5	FY22 Surplus	\$300,000			\$940,000
Paper Goods Pond Dam (consulting)	6	FY22 Surplus	\$65,000			
Dorming Road House (Mobile Home caretakers house)	6	FY22 Surplus	\$50,000			\$115,000
Pool Cars (incl Assessor, Bldg Insp, DPM, Nursing)	7	FY22 Surplus	\$28,350			
Large dump truck	7	FY22 Surplus	\$220,000			
Pickup Truck	7	FY22 Surplus	\$45,000			
Facilities - Truck	7	FY22 Surplus	\$38,000			
Used 1 Ton 4x4 dump truck w/ plow	7	FY22 Surplus	\$30,000			
Dump Truck (with plow & sander)	7	FY22 Surplus	\$110,000			\$471,350
Exterior repairs to Art League Building	8	FY22 Surplus	\$50,000			
Hubbard Library Media Center and Courtyard	8	FY22 Surplus	\$300,000			
Floor Tiles (Grswold, Hubbard, Willard)	8	FY22 Surplus	\$75,000			
Band Room Renovation (McGee)	8	FY22 Surplus	\$50,000			\$475,000
McGee Generator	HOLD		\$500,000			\$500,000
			\$3,749,225			\$3,749,225
Tier 1 - 3 Total			\$1,047,500			\$1,047,500
Tier 1 - 4 Total			\$1,247,875			\$1,247,875

CAPITAL PROJECTS CAPITAL						
Project	Funding Source	Amount	Expected Timing	Project	Funding Source	Amount
Police Station Renovation				Library Roof	Bond	\$1,200,000
Design/Bidding work (Jakunski & Humes)	Fund Balance	\$300,000	Summer 2022	HVAC - Grswold or Hubbard	Bond	\$4,000,000
Relocate BOE Storage (rough estimate)	Fund Balance	\$500,000	Fall/Winter 2022	Pumpers	Bond	\$1,090,000
Relocate Food Pantry/Storage (rough estimate)	Fund Balance	\$500,000	Fall/Winter 2022			
Construction (Phases 1-3)	June 2023 Bond	\$4,624,250	Summer 2023	Police Vehicles	GF	\$287,644
				Animal Control Van	GF	\$45,000
				Gantry Crane	GF	\$100,000
				4 Post Vehicle Lift	GF	\$12,500
				Service Truck	GF	\$80,000
				Pool Cars	GF	\$23,768
				Timberlin Parking Lot	GF	\$275,000
				Town Hall Parking Lot	GF	\$330,000
				Small dump truck	GF	\$90,000
				Flatbed Truck with power lift tailgate	GF	\$60,000
				Pickup Truck	GF	\$65,000
				Guardrail Mower Attachments	GF	\$120,000
				ADA Upgrades	GF	\$25,000
				Timberlin Clubhouse Floor	GF	\$50,000
				Timberlin Clubhouse Bathroom	GF	\$80,000
				Timberlin Boiler Replacement	GF	\$25,000
				TH Electrical Panel Upgrades	GF	\$100,000
				Facilities Van	GF	\$38,000
				Timberlin Bridges	GF	\$35,000
				Used Mini Excavator	GF	\$50,000
				Dump Truck (w/ Plow & Sander)	GF	\$110,000
				Grswold Fire Alarm Upgrade	GF	\$150,000
				School Vans	GF	\$110,000
				Willard School Playgrounds	GF	\$150,000
TOTAL	GF	\$2,417,911		TOTAL	GF	\$2,417,911
TOTAL	Bond	\$6,250,000		TOTAL	Bond	\$6,250,000

Funding Requirements	
FY22 Surplus (Tier 1-4)	\$1,233,629
FY22/CNR Capital	\$14,246
ARPA	\$5,048,046
FEMA	\$264,212
Fund Balance (ex PD Role, HVAC)	\$775,000
TOTAL Identified Items	\$7,335,133

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 1, 2022
SUBJECT: LOTCIP Road Project - Design Services Contract #2021-01 Amendment

SUMMARY:

The Town received an initial Commitment to Fund from the Connecticut Department of Transportation (DOT) for \$3.558 million for road improvements through the Local Transportation Capital Improvement Program (LOTICIP) for three Town roadways: Christian Lane, Deming Road, and Porters Pass. This 2.57-mile paving and road improvement project is currently anticipated to be completed during the 2022 construction season. LOTICIP funds provide for the majority of the overall construction costs, but the program requires towns to fund the required design, permitting, and bidding prior to construction. Town Council awarded the design/bidding portion of the project to Fuss and O'Neill, of Manchester, CT in the fall of 2020 for an amount not to exceed \$111,240.00.

Subsequent adjustments approved by the Town Council/Town Manager increased the contract to \$144,000 for non-scope work including:

- Conducting additional test borings and geotechnical analysis to refine the pavement design.
- Supporting the Town in securing additional LOTICIP funding for the project; LOTICIP participation now totals \$3.9 million.
- Fuss & O'Neill investigated and recommended a paving technique called Cold In-Place Recycling (CIPR) for the project to offset potential cost increases, and incorporated this into the specifications.
- Prepared temporary rights maps and work summaries for properties that will be impacted by construction, for Town Staff to utilize in obtaining these rights.

The project is fully designed, has all permitting in place, and is ready to bid once DOT gives final approval. Fuss & O'Neill submitted the attached Task Amendment No. 4 totaling \$8,500, to deal with unanticipated comments from the CRCOG and potentially from DOT before the Town gets permission to bid the project. Based upon the additional work that has to be performed, Staff recommend increasing the value of Contract #2021-01 to \$148,500.00, an increase of \$4,500. The additional funding will be provided from the Bonded Road Improvement Account (140.20.2037.0.54000.00515).

ACTION NEEDED:

Move to authorize the Town Manager to approve Task Amendment No. 4 for the LOTCIP Road Project involving Christian Lane, Deming Road and Porters Pass, and to increase Contract #2021-01 with Fuss and O'Neill of Manchester, CT to an amount not to exceed \$148,500.00.

ATTACHMENTS:

Fuss and O'Neill Task Amendment 4

PREPARED BY:

Michael S. Ahern, P.E., Public Works Director/Town Engineer

MSA



FUSS & O'NEILL

TASK AMENDMENT REQUEST No. 4

Prepared For: Town of Berlin
Contact: Michael Ahern, P.E. – Town Engineer and Public Works Director

Prepared By: Kristen Solloway, PE
John Guzze, PE

Title: Vice President | Department Manager
Senior Transportation Engineer

Town Project No: Contract #2021-01

F&O Project No: 20200757.A10

Date: May 26, 2022

Fuss & O'Neill, Inc. is pleased to submit this Task Amendment for consulting services related to contract #2021-01 (Pavement Structure Improvements) to address comments made by the Capitol Region Council of Governments (CRCOG) and future comments by Connecticut Department of Transportation (CTDOT) to the Final Design (100%) Submission (FDS) package.

Time is included in this amendment to address comments from CRCOG received on May 24, 2022 and anticipated comments hereafter from the Department in order to obtain formal COG & DOT project approval. FDS items such as the Plans, Specials Provisions (Bid Package), Engineers Estimate, and Design Exception Memorandum may be updated based on comments received.

Fuss & O'Neill will work with CRCOG and the DOT to obtain the Project Authorization Letter (PAL) for the Town of Berlin and ensure the Authorization to Advertise letters are obtained as well. This amendment will be completed under the terms and conditions of our original agreement titled "Proposal for Transportation Engineering and Related Services" and dated October 22, 2020.

SCOPE OF SERVICES:

Task 09 – FDS Comments

The scope items described below, and its' associated cost will be created as Task 9 (FDS Comments) to the project.

- Generate and provide a response to comments letter, if necessary, to CRCOG or CTDOT regarding their Final Design review.
- Update and re-plot the following project documents, as necessary:
 - Final Design Submission Documentation forms
 - Final Design Plans
 - Project Bid Package (Special Provisions)
 - Construction Estimate

146 Hartford Road
Manchester, CT
06040
t 860.646.2469
800.286.2469
f 860.533.5143
www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Michael Ahern, P.E.

May 26, 2022

Page 2 of 2

- Design Exception Memorandum
- Continue to coordinate with the town regarding comments pertaining to the municipality's discretion to ensure the revised contract documents align with their expectations and understanding.
- Coordinate with CRCOG or DOT, if necessary, to communicate and resolve any LOTCIP participating cost estimate concerns or pavement rehabilitation methods.

Exclusions:

- This Task Amendment is for the May 24, 2022 round of comments from CRCOG and one anticipated round of comments the CTDOT, Division of Highway Design Local Roads unit only. Additional comments from CTDOT, the District 1 office, permitting agencies, or CRCOG are not included within this scope of work.

FEE SUMMARY:

Fuss & O'Neill proposes an additional budget of **\$8,500** be established for professional services in support of this effort. We will bill these services on an hourly basis, time and materials, and this budget would not be exceeded without expressed authorization. Direct costs for any reproductions are included in the above cost.

Receipt of a signed copy of this Task Amendment Request and issuance of a purchase order referencing this amendment will serve to authorize the work outlined in the Scope of Services.

IN WITNESS WHEREOF, the parties hereto have executed this Task Amendment.

Fuss & O'Neill, Inc.

Authorized By: _____ Date: _____

Printed Name: Kristen Solloway, PE

Title: Vice President | Department Manager

Town of Berlin

Authorized By: _____ Date: _____

Title: _____

Please return a signed copy to Fuss & O'Neill to initiate this task and retain one copy for your files. Terms and Conditions from the original agreement shall apply. You may e-mail John Guzze at jguzze@fando.com or fax it to (860) 643-6313.

Agenda Item No. 13
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 18, 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 1st 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 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 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 affirm prior support proposals from the Prudence Crandall Center and for the Kensington Congregational Church for the 2022 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

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 refridgerators \$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: _____

Post-Project Audit

Is a post-project audit required for this proposal?

☐ Yes

☐ No

If **Yes**, date post-project audit due:

Date

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****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

2020Department of the Treasury
Internal Revenue Service

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 for instructions and the latest information.**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) Room/suite

594 BURRITT STREET

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 returnfor 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**1 Briefly describe the organization's mission or most significant activities: PRUDENCE CRANDALL CENTER, INC.
(THE ORGANIZATION) IS A NONPROFIT ORGANIZATION FORMED FOR THE2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	17
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	17
5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	47
6	Total number of volunteers (estimate if necessary)	6	30
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

Revenue

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	2,239,177.	3,087,703.
9 Program service revenue (Part VIII, line 2g)	41,925.	37,934.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,794.	2,590.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	2,175.	2,223.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,286,071.	3,130,450.

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,556,246.	1,675,751.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 110,357.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,197,063.	1,479,390.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,753,309.	3,155,141.
19	Revenue less expenses. Subtract line 18 from line 12	-467,238.	-24,691.

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	11,263,720.	11,251,780.
21	Total liabilities (Part X, line 26)	3,692,124.	3,684,126.
22	Net assets or fund balances. Subtract line 21 from line 20	7,571,596.	7,567,654.

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

BARBARA DAMON, PRESIDENT & CEO

Type or print name and title

Paid

Print/Type preparer's name

DOUGLAS FARRINGTON

Preparer's signature

DOUGLAS FARRINGTON

Date

11/08/21

Check ☐ if self-employed

PTIN

P00370668

Preparer

Firm's name ▶ MARCUM LLP

Firm's EIN ▶ 11-1986323

Use Only

Firm's address ▶ 53 STATE STREET
BOSTON, MA 02109

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: _____

Post-Project Audit

Is a post-project audit required for this proposal?

☐ Yes

☐ No

If **Yes**, date post-project audit due:

Date

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****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

2020Department of the Treasury
Internal Revenue Service

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 for instructions and the latest information.**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) Room/suite

594 BURRITT STREET

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 returnfor 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****1** Briefly describe the organization's mission or most significant activities: **PRUDENCE CRANDALL CENTER, INC. (THE ORGANIZATION) IS A NONPROFIT ORGANIZATION FORMED FOR THE****2** Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	17
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	17
5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	47
6 Total number of volunteers (estimate if necessary)	6	30
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	2,239,177.	3,087,703.
9 Program service revenue (Part VIII, line 2g)	41,925.	37,934.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,794.	2,590.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	2,175.	2,223.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,286,071.	3,130,450.

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,556,246.	1,675,751.
16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 110,357.		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,197,063.	1,479,390.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,753,309.	3,155,141.
19 Revenue less expenses. Subtract line 18 from line 12	-467,238.	-24,691.

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	11,263,720.	11,251,780.
21 Total liabilities (Part X, line 26)	3,692,124.	3,684,126.
22 Net assets or fund balances. Subtract line 21 from line 20	7,571,596.	7,567,654.

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 **BARBARA DAMON, PRESIDENT & CEO** Date

Type or print name and title

Paid Print/Type preparer's name **DOUGLAS FARRINGTON** Preparer's signature **DOUGLAS FARRINGTON** Date **11/08/21** Check ☐ if self-employed PTIN **P00370668**

Preparer Use Only Firm's name ▶ **MARCUM LLP** Firm's EIN ▶ **11-1986323**

Firm's address ▶ **53 STATE STREET** Phone no. (617) **807-5000**
BOSTON, MA 02109

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 \$24,000.00

Other funding sources - itemized sources:

a) utilization of endowment funds for balance \$19,897.47

b) _____

c) _____

d) _____

Total Funding: _____**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) Contractual estimate attached. (windows restoration) \$43,295.01b) Hardware change order \$602.46

c) _____

d) _____

Administrative expenses - itemized description:

a) none as will be administered by volunteers _____

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;">Post-Project Audit</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 Yes, 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.)



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

February 8, 2017

Congregational UCC
312 Percival Ave.
Kensington, CT 06037

To Whom It May Concern:

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.

Sincerely,

A handwritten signature in cursive script that reads "Ann M. Kiernozeck".

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

Attachments

OGDEN UT 84201-0038

In reply refer to: 0441970785
Mar. 23, 2011 LTR 4168C EO
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/eo 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 ED
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 1 1964

IN REPLY REFER TO
T.R.E.O. 14
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. Loran 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



**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 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]

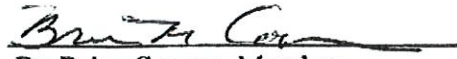
IN WITNESS WHEREOF, the parties here to have made and execute this Agreement for Services this 16th day of March 2022

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

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
Description of Work			
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.	
TOTAL	\$602.46

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 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 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 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 Arosha 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
