

ELLINGTON CONGREGATIONAL CHURCH

A Congregation of the United Church of Christ

72 Main Street ~ PO Box 216

Ellington CT 06029-0216

PHONE: 860-871-6606

FAX: 860-871-5932

Email: officeadmin@eccucc.org

The Reverend Joanne Myer, Intentional Interim Minister

May 1, 2024

Matthew Reed
Town Administrator
Town of Ellington
55 Main Street
Ellington, CT 06029

Dear Mr. Reed:

Enclosed is the Neighborhood Assistance Act application for the installation of energy-efficient replacement windows in the education wing of the Ellington Congregational Church.

If you have any questions, please let me know.


Yours truly,

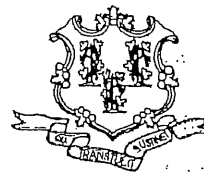
Charles E. Gross, Jr.
Chair, Board of Trustees
Email: cgross@shet.net
Cell: 860-205-1635

Town of Ellington

RECEIVED

MAY 01 2024


Matthew D. Reed
Town Administrator



Municipality: Ellington

Form NAA-01

2024 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: _____

Ellington Congregational Church

Address: 72 Main Street, Ellington CT 06029

Federal Employer Identification Number: 06-0845416 UCC

Program title: Window Replacement

Name of contact person: Charles Gross

Telephone number: (860) 205-1635

Email address: cgross@snet.net

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 65,000.00

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: _____
Our education wing, built in 1957, still has the original wooden single pane double-hung windows with aluminum storm windows and screens. These windows are difficult to operate as the sashes are not connected to counter-weights. We seek to replace these with modern energy-efficient windows. Forty-one (41) in total.

Need for program: _____
The heating demand in the education wing exceeds other areas of the church complex. New windows will not only conserve energy, but will also result in reduced expense to the church.

Neighborhood area to be served: _____
Ellington Congregational Church, founded in 1733 draws members from Ellington and the surrounding towns.

Plan to implement the program: _____
Quotes were solicited, and Advanced Window Systems, LLC of Cromwell, CT was selected. AWS is a locally-owned company doing business for over 40 years. We are looking to do this project in Q1 of 2025.

Timetable:

Program start date: 01/01/2025
MM - DD - YYYY

Program completion date: 03/01/2025
MM - DD - YYYY

Post-project audit due date: 06/01/2025
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.
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, no later than three months after the program completion date.

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

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

Sources of Revenue:

NAA funds requested	\$65,000.00
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____

Total Funding:	<u>\$65,000.00</u>
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Proposed Program Expenditures:

Direct operating expenses - itemized description:	
a) <u>Fabrication and Installation of windows</u>	<u>\$61,550.00</u>
b) <u>Provision for extras/ inflation-related cost increases</u>	<u>\$2,450.00</u>
c) _____	_____
d) _____	_____

Administrative expenses - itemized description:	
a) <u>Post-Project Audit</u>	<u>\$1,000.00</u>
b) _____	_____
c) _____	_____
d) _____	_____

Total Proposed Expenditures:	<u>\$65,000.00</u>
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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:

06-01-2025

Date

AGREEMENT REGARDING REAL PROPERTY TAX ABATEMENT

OAKRIDGE DAIRY, LLC

THIS AGREEMENT, is by and between the **TOWN OF ELLINGTON**, a municipal corporation having its corporate limits located within the County of Tolland and State of Connecticut (the “Town”) and **OAKRIDGE DAIRY, LLC**, a Connecticut limited liability company having its principal place of business at 76 Jobs Hill Road, Ellington, CT 06029 (“Oakridge”). (The Town and Oakridge are sometimes referred to collectively as the “Parties” and each individually as a “Party.”)

WHEREAS, the Ellington Economic Development Commission (“EDC”) and the Board of Selectmen have approved a policy of tax incentives for certain targeted growth and development in Ellington (the “Abatement Policy”); and

WHEREAS, Oakridge owns a certain piece or parcel of land known as 80 Meadow Brook Road, also known as Assessor’s Parcel 090-017-0000 (the “Property”) that is to be improved by converting an existing pole barn to a 14,000 square foot modern bottling distribution facility, at a cost of not less than TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,500,000.00), (the “Improvements”); and

WHEREAS, Oakridge also intends to hire up to fifteen (15) new employees in connection with operation of the Improvements; and

WHEREAS, the Town finds that Oakridge is an “Eligible Farm” as defined in the Abatement Policy; and

WHEREAS, the Town, acting by and through its duly authorized Tax Assessor (the “Assessor”), will assess and value the Property including the Improvements on the Grand List of October 1, next after the issuance of a Certificate of Occupancy for the Improvements; and

WHEREAS, Oakridge has agreed to actively operate the Improvements at the Property continuously for a period of not less than ten (10) years from the date it receives a Certificate of Occupancy (“C.O.”) for the Improvements; and

WHEREAS, the Town, in order to induce Oakridge to build the Improvements in Ellington and add real and personal property to its tax base in Ellington and to actively operate the Improvements at the Property for not less than ten (10) years and to create the new jobs, is willing to provide tax relief to Oakridge pursuant to Chapter 203 of the Connecticut General Statutes and the Abatement Policy.

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

1. Oakridge agrees to construct the Improvements upon the Property, beginning in October 1, 2023, in accordance with the site plans and construction cost estimates provided to the EDC and as approved by Ellington Planning and Zoning Commission, demonstrating an



estimated cost to construct the Improvements in excess of TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,500,000.00), and to add additional equipment, personal property and/or vehicles in connection with the use of the Improvements.

2. Oakridge agrees to maintain its existing employee base and hire up to (15) new employees in connection with the operation of the Improvements within three (3) years from the date it receives a C.O. for the Improvements. Oakridge will continue to actively operate the Improvements in Ellington at the Property for a period of not less than ten (10) years from the date it receives a C.O. for the Improvements. Oakridge agrees to provide satisfactory evidence that it is in compliance with this Agreement to the EDC by March 31st of each year.

3. Oakridge shall maintain all other tax obligations owed by it to the Town current and in good standing during the term of the Agreement.

4. Oakridge shall provide to the Assessor evidence of payment as to the actual cost of the Improvements via an affidavit of an appropriate member or officer, together with receipts or other evidence of payment, which the Assessor deems satisfactory in his sole discretion, in order to certify that the terms of this Agreement have been met. Such evidence shall be provided as soon as the costs can be reasonably determined but not later than ninety (90) days following issuance of the C.O. The costs must be directly attributable to the Improvements. In the event the costs of the Improvements do not meet or exceed TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,500,000.00), as determined by the Assessor in his sole discretion, then this Agreement shall subject to review and re-approval by the EDC and the Board of Selectmen in accordance with the Abatement Policy in effect at that time.

5. Oakridge will not receive any decrease in assessment or abatement of taxes pursuant to this Agreement on the Property on the October 1, 2023 Grand List or any tax list prior to issuance of a C.O. for the Improvements. If, on the next assessment date, the Improvements are partially complete and subject to assessment, no abatement pursuant to this Agreement will be granted.

6. The Assessor will assess the completed Improvements in the normal course of the requirements of that office on the tax list of October 1 next following the issuance of the C.O. for the Improvements, as well as at the next general municipal revaluation(s) in the Town of Ellington thereafter.

7. By authority of the Special Town Meeting held on June 10, 2024 approving the recommendations of the EDC and the Board of Selectmen, the Assessor is directed to reduce by FIFTY PERCENT (50%) any increase in the assessment of the Property attributable to the Improvements on the Grand List next following the issuance of the C.O. for the Improvements and for the six (6) following Grand Lists thereafter, for a total period of seven (7) years.

8. The Parties acknowledge and agree that the aforementioned reduction/abatement shall only apply to the increase in assessment attributable to the Improvements and shall not be applicable to any assessment of other real estate, equipment, personal property and/or vehicles owned or used by Oakridge.

9.a. In the event Oakridge defaults in any of its obligations contained herein and fails to cure such default within six (6) months following the postmark date of written notice from the Town to it of the default, all subsequent tax abatements pursuant to this Agreement shall terminate and Oakridge shall reimburse the Town on a pro rata basis, as hereafter defined, for all tax relief provided to Oakridge hereunder.

b. Said pro rata basis shall mean that if the default occurs during the first year immediately following the abatement of taxes hereunder, then the reimbursement shall be in the full amount of the tax benefit received hereunder; during the second year, the reimbursement shall be 90% of the tax benefit received hereunder to date; during the third year, the reimbursement shall be 80% of the tax benefit received hereunder to date; during the fourth year, the reimbursement shall be 70% of the tax benefit received hereunder to date; during the fifth year, the reimbursement shall be 60% of the tax benefit received hereunder to date; during the sixth year, the reimbursement shall be 50% of the tax benefit received hereunder to date; during the seventh year, the reimbursement shall be 40% of the tax benefit received hereunder to date; during the eighth year, the reimbursement shall be 30% of the tax benefit received hereunder to date; during the ninth year, the reimbursement shall be 20% of the tax benefit received hereunder to date; and during the tenth year, the reimbursement shall be 10% of the tax benefit received hereunder to date.

c. In the event the default is due to a sale or transfer of the Property, reimbursement to the Town shall be due on or before the recording of the deed transferring title to the Property. In the event the default is due to any other breach of Oakridge's obligations hereunder, including but not limited to the failure of Oakridge to operate the Improvements for the term required herein and/or maintain the level of employment required herein, reimbursement to the Town shall be due within sixty (60) days of demand.

10. In the event that the Town is required to resort to legal action to collect on the reimbursement of any such tax relief granted to Oakridge hereunder, then, in addition to the amount due from Oakridge, there shall be added interest at the rate of eighteen percent (18%) per annum accruing from six (6) months following said postmark date of said notice of default and there shall further be added all costs of collection, including reasonable attorney's fees. The Town will also be under no obligation to grant further tax relief.

11. All notices are to be sent to Oakridge by the Town via certified mail return receipt requested (the refusal of Oakridge to accept such delivery shall constitute delivery) addressed to Oakridge at the address listed herein. If Oakridge desires to change the mailing address, it must give such change to the Assessor in writing.

12. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless it shall be set forth in a writing duly executed by the Parties, and then only to the extent specifically set forth therein.

13. This Agreement and any amendment hereof may be executed in any number of counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one

and the same instrument. In producing this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

14. This Agreement embodies the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof and thereof. If there is a conflict between the terms, conditions, representations, warranties and covenants contained in this Agreement and any other documents, then the provisions in this Agreement shall control.

15. This Agreement shall be effective as of the date it has been signed by all Parties hereto.

APPROVED, by the Board of Selectmen on May 13, 2024, and by Special Town Meeting on June 10, 2024, as required by Connecticut General Statutes Section 12-656.

TOWN OF ELLINGTON

OAKRIDGE DAIRY, LLC

By _____
Lori L. Spielman
Its First Selectman
Duly Authorized

By _____
Seth Bahler
Its Manager
Duly Authorized

Date: _____

Date: _____



Connecticut
Department of Energy &
Environmental Protection

OFFICE OF THE COMMISSIONER
LAND ACQUISITION & MANAGEMENT UNIT

February 26, 2024

Ms. Lisa Houlihan, AICP, CZEO
Ellington Town Planner
P.O. Box 187
55 Main Street
Ellington, CT 06029
Via email: LHoulihan@ELLINGTON-CT.GOV

Re: 79 Kibbe Road, Ellington

Dear Ms. Houlihan:

Thank you for your email of January 24, 2024 regarding the Town's potential purchase of vacant land located at 79 Kibbe Road. As you mentioned, a contract between the Town of Ellington and the State of Connecticut dated 7/31/06 for the purchase of 11 parcels totaling 190.81 acres included a clause that stated "*The Seller will use the money received for Said Property to acquire additional land that will be dedicated for open space, and, where possible, will be located in the vicinity of the Shinipsit State Forest. A list of the properties to be acquired with the money will be provided to the Buyer prior to closing*".

Please accept this letter as confirmation that the DEEP is in agreement that the property located at 79 Kibbe Road meets these terms and has no objection to the proceeds being used to acquire this property.

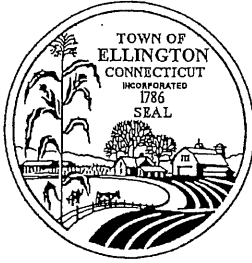
We appreciate you reaching out and congratulate you on continuing to protect land in your town for permanent open space.

If you have any questions, please do not hesitate to contact me at (860) 249-6081 or via email at Lindsay.Suhr@ct.gov.

Sincerely,

Lindsay Suhr

Lindsay Suhr
Office Director
Land Acquisition & Management



Town of Ellington Planning Department

MEMO

DATE: February 28, 2024

TO: Lori Spielman, First Selectman

FROM: Barbra Galovich, Land Use Assistant, on behalf of the Planning & Zoning Commission *Bj*

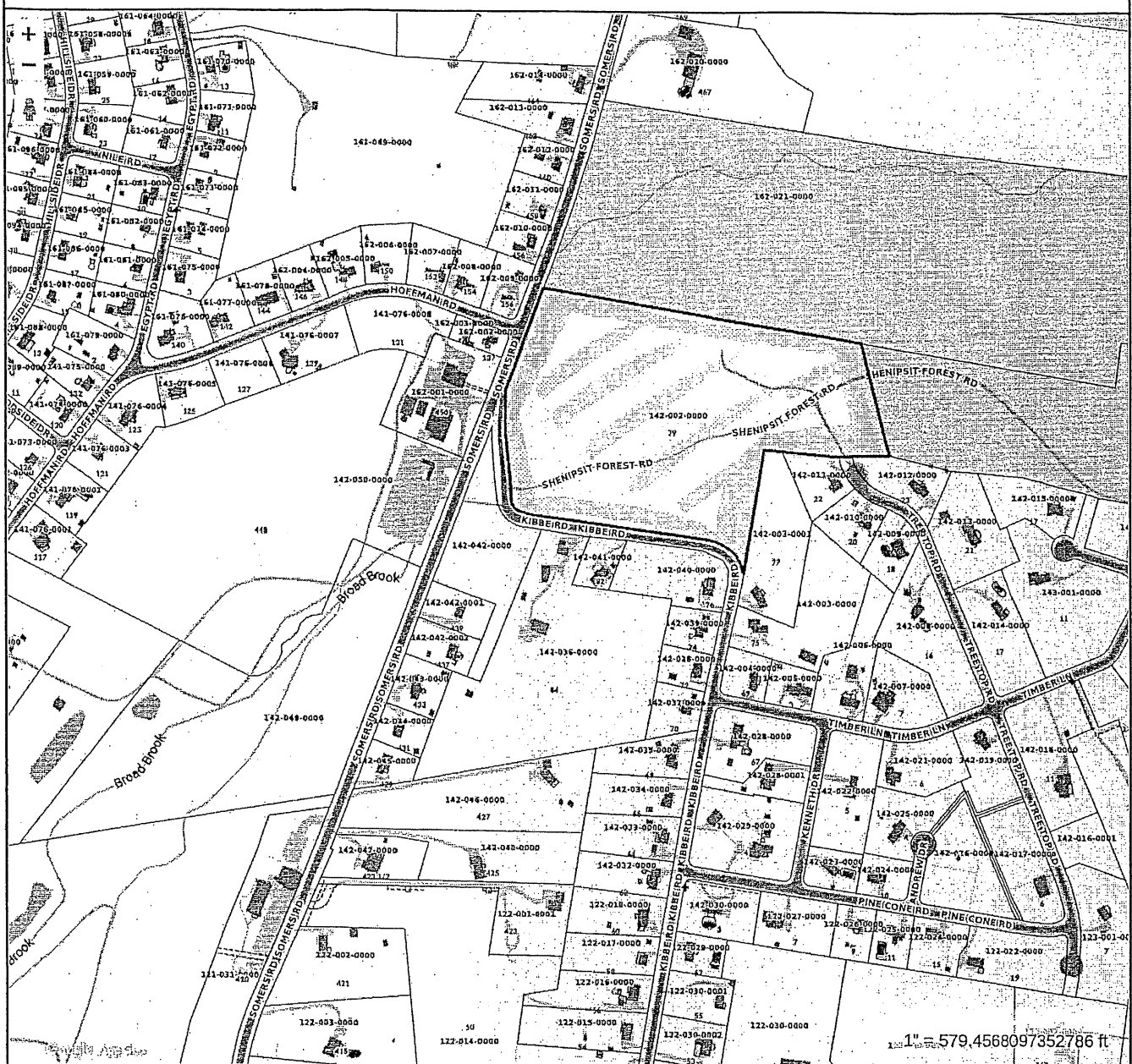
SUBJECT: CGS 8-24 Review to purchase 79 Kibbe Road as open space

At their meeting on February 26, 2024, the Planning & Zoning Commission made the following motion:

MOVED (HOGAN), SECONDED (FRANCIS) AND PASSED UNANIMOUSLY TO ISSUE A POSITIVE REFERRAL TO THE BOARD OF SELECTMEN FOR THE ACQUISITION OF LAND KNOWN AS 79 KIBBE ROAD, ASSESSOR PARCEL NUMBER APN 142-002-0000, NOW OR FORMERLY OWNED BY SCOTT J. BRADY, TRUSTEE OF JAMES W. BRADY LIVING TRUST, CONSISTING OF APPROXIMATELY 27 ACRES, PURSUANT TO CONNECTICUT GENERAL STATUTE SECTION 8-24. IN SO RECOMMENDING, THE COMMISSION FINDS THE ACQUISITION OF SAID PARCEL CONSISTENT WITH THE PLAN OF CONSERVATION AND DEVELOPMENT BY INCREASING THE AMOUNT OF OPEN SPACE IN TOWN, PROTECTING LAND IDENTIFIED BY THE DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION AS HABITAT FOR ENDANGERED, THREATENED, AND/OR SPECIAL CONCERN SPECIES.

Thank you

79 Kibbe Rd - Brady



Property Information

Property ID 142 002 0000
Location 79 KIBBE RD
Owner BRADY SCOTT J TRUSTEE

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Ellington, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/11/2021
Data updated daily

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.