

# FAIRFIELD PUBLIC SCHOOLS

The Enclosures referred to in the Agenda are available for inspection at each of the three Public Libraries in Fairfield, Fairfield Public Schools' website <http://www.fairfieldschools.org/> and the Education Center, 501 Kings Highway East. The public is requested to silence all devices.

Board of Education Regular Meeting Agenda  
501 Kings Highway East, 2<sup>nd</sup> Floor Board Conference Room  
February 16, 2016

**7:30 pm**

1. Call to Order of the Regular Meeting of the Board of Education and Roll Call

2. Pledge of Allegiance

3. Student Reports

Fairfield Ludlowe High School: Mr. Mihir Nene, Ms. Isabella Frango

Fairfield Warde High School: Ms. Ashley Agrello, Ms. Brittany Shuster

4. Public Comment

*During this period the Board will accept public comment on all items pertaining to this meeting's agenda from any citizen present at the meeting. Any single presentation must be limited to **three** minutes. \*Per BOE By-Law, Article V, Section 6 (8560, approved at the 1/13/2015 Regular BOE Meeting). Those wishing to videotape or take photographs must do so as inconspicuously as possible and in such manner as to not disturb the proceedings of the Board of Education (CGS §1-226).*

5. Presentations

A. Superintendent Search Process, Mr. Rader (Executive Director, CABE)

*(Enclosure No. 1)*

B. Racial Imbalance Update, Mr. Zuba and Mr. Gallagher (Milone & MacBroom)

*(Enclosure Nos. 2A, 2B)*

6. New Business

A. Approval of the Superintendent Search Committee

**Recommended Motion:** "that the Board of Education be appointed as the Search Committee for the purpose of conducting a Superintendent search"

B. Approval of the FWMS Partial Re-Roof Educational Specifications, Mr. Cullen

**Recommended Motion:** "that the Board of Education approve the FWMS Partial Re-Roof Educational Specifications"

*(Enclosure No. 3)*

C. Approval of Fairfield Public Schools - Security Project Educational Specifications, Mr. Cullen

**Recommended Motion:** "that the Board of Education approve the Security Project Educational Specifications"

*(Enclosure No. 4)*

D. Approval of the Dwight UI Energy Opportunities Project, Mr. Cullen

**Recommended Motion:** "that the Board of Education approve the Dwight UI Energy Opportunities Project, as enclosed"

*(Enclosure No. 5)*

E. Approval of the Osborn Hill UI Energy Opportunities Project, Mr. Cullen

**Recommended Motion:** “that the Board of Education approve the Osborn Hill UI Energy Opportunities Project, as enclosed”

(Enclosure No. 6)

F. Approval of Dwight Re-roof Project TMP-051-GTLZ, Mr. Cullen

**Recommended Motion:** “that the Board of Education accept the Dwight Re-roof Project TMP-051-GTLZ as complete”

(Enclosure No. 7)

G. Approval of Osborn Hill Project 051-0124, Mr. Cullen

**Recommended Motion:** “that the Board of Education accept the Osborn Hill Project 051-0124 as complete”

(Enclosure No. 8)

H. First Reading of Policies for Deletion:

1. Delete Policy 6010 – Philosophy of Education (Instruction)  
*Duplicate of Policy 0000 – Philosophy of Education (Mission, Goals and Objectives)*
2. Delete Policy 5340 – Lost/Damaged Equipment (Students)  
*Duplicate of Policy 3250 - Lost/Damaged Equipment (Business and Non-Instructional Operations)*
3. Delete Policy 3530 - Electronic Mail (Business and Non-Instructional Operations)  
*Duplicate of Policy 4118.4/4218.4 – Electronic Monitoring (Personnel)*
4. Delete Policy 4240 – Electronic Mail (Personnel)  
*Duplicate of Policy 4118.4/4218.4 – Electronic Monitoring (Personnel)*
5. Delete Policy 3540 – Cell Phone Use (Business and Non-Instructional Operations)  
*Duplicate of Policy 4118.6/4218.6 Cell Phone Use (Personnel)*
6. Delete Policy 3520 – Use of Workplace Facilities, Property, and Resources (Business and Non-Instructional Operations)  
*Duplicate of Policy 4146/4246 - Use of Workplace Facilities, Property, and Resources (Personnel)*

(Enclosure No. 9)

7. Approval of Minutes

A. Approval of Minutes of the January 12, 2016 **Special** Meeting

**Recommended Motion:** “that the Board of Education approve the Minutes of the January 12, 2016 Special Meeting”

(Enclosure No. 10 )

B. Approval of Minutes of the January 19, 2016 **Special** Meeting

**Recommended Motion:** “that the Board of Education approve the Minutes of the January 19, 2016 Special Meeting”

(Enclosure No. 11 )

C. Approval of Minutes of the January 26, 2016 **Special** Meeting

**Recommended Motion:** “that the Board of Education approve the Minutes of the January 26, 2016 Special Meeting”

(Enclosure No. 12)

D. Approval of Minutes of the January 28, 2016 **Regular Meeting**

**Recommended Motion:** “that the Board of Education approve the Minutes of the January 28, 2016 Regular Meeting”

(Enclosure No. 13)

8. Superintendent’s Report
9. Committee/Liaison Reports
10. Open Board Comment
11. Adjournment

**Recommended Motion:** “that this Regular Meeting of the Board of Education adjourn”

CALENDAR OF EVENTS		
March 15, 2016	Board of Education Regular Meeting 7:30 pm	501 Kings Hwy East, 2 <sup>nd</sup> Floor Board Conference Room

**RELOCATION POLICY NOTICE**

*The Fairfield Public Schools System provides services to ensure students, parents and other persons have access to meetings, programs and activities. The School System will relocate programs in order to ensure accessibility of programs and activities to disabled persons. To make arrangements please contact Pupil & Special Education Services, 501 Kings Highway East, Fairfield, CT 06825, Telephone: (203) 255-8379*

## WHERE DO YOU START?

CABE offers a free workshop to all member boards of education on the critical issues in a superintendent search. An overview of the search process is given, with time allowed for questions. Information is also provided on the hiring of an interim superintendent which should be addressed before a superintendent search begins.

Consulting firms may also offer advice about the hiring of an interim superintendent. A superintendent search cannot begin unless a superintendent of schools has resigned or his or her contract is expiring.

## THE SUPERINTENDENT SEARCH PROCESS

Hiring a new superintendent is one of the most important actions that a local board of education will ever take. The chief executive officer whom you appoint will provide direction for all of the educational activities within your school community. He/she will mold the substance and process of public education and will make certain that your priorities and policies are implemented. The superintendent can take a mediocre school system and make it a sterling example of the very best in educational innovation and substance.

Therefore, the process the local board of education uses to select a new superintendent is of paramount importance. The following variables must be considered by any district looking for a new superintendent. Even if the district decides to turn most of the work over to a consultant, the board of education must have the same guidelines and time constraints spelled out so that the board of education is still clearly in charge of this critical responsibility.

Any process for hiring a new superintendent should include the following:

1. The board of education must decide who will do the search. Will the board of education/search committee do the search? Will the board of education hire a consultant? What decisions will the board of education make? What role will the consultant have? The board should determine whether there is a board policy that already defines the process for the district. The board of education can designate itself as the "search

# SUPERINTENDENT SEARCH GUIDE





committee” upon the commencement of the search and therefore not be subject to Freedom of Information requirements (see 13).

2. The board of education should discuss the process to be followed with the consultant hired to do the search. The options may include (a) the board of education as a committee of the whole or (b) search committee or (c) a combination of both.
3. The board of education and/or consultant must establish a time frame for the search. When can you reasonably expect a new superintendent to start work in your district? This process will usually take approximately 4-6 months from the starting date. Allow time for contract negotiations with the selected candidate. The selected superintendent will not resign his/her current position until he/she is satisfied with your contract offer. The selected superintendent may have to give 60-90 days notice to his/her current employer before leaving.
4. The board of education should identify the qualities it wants in a new superintendent, whatever process is used. There should be an opportunity for all board members, staff and the community to have their opinions expressed. A list of criteria should be developed as a result. Time should also be spent on identifying problems and/or issues the new superintendent will face.
5. The board of education must decide on the superintendent's salary range and the length of contract. The pool of candidates will be larger with a higher salary range. However, the board of education must be willing to pay the highest salary within a salary range, if the qualifications and experience of the selected candidate warrant it. Prior to hiring, the board of education should also review the current superintendent's contract and prepare to make whatever changes are necessary to make the new contract both realistic as the community perceives it and attractive to the applicant.
6. The board of education must review the superintendent's job description to make certain that the document reflects the responsibilities which the board of education wants the superintendent to satisfy. When was the job description last updated? Is there a date on it? Are the items in the job description measurable in an evaluation? Are the duties and responsibilities current? Do other administrators now handle any of the listed duties? Have other responsibilities been added to the job of superintendent, but not included in the job description? The board of education should also review any district policies concerning employment and personnel.

7. A budget should be prepared for the search, and it should be reviewed and updated as the search progresses. A consultant will be able to provide the board of education with approximate expenses. The board of education should also review the current superintendent's contract for costs of leaving or retiring. Will the superintendent be paid for unused sick days, unused vacation days, retirement bonus, and/or insurance premiums after retirement?
8. A consultant will recommend to the board of education how, when, and where to advertise the position. The board of education should approve expenditures of advertising costs before a consultant places advertising. Announcements should be developed to send to national and state educational organizations and to university placement offices.
9. The board of education should have input with a consultant as to what information should go into material advertising the position. The information should help the applicant decide whether or not to apply.
10. Some consulting firms require each candidate to complete an application form. The application form can assist the consultant in making decisions about which candidates will be interviewed. An application form requires candidates to provide information not generally included in a resume.
11. The board of education after discussions with the search consultant should decide the process for selecting semifinalists and finalists. Will the semifinalists be chosen by the consultant, the board of education or the search committee? The process for selection of semifinalists may vary with consulting firms.
12. The board of education or search committee needs to develop interview questions, and plan the semifinalist interview process: Where will the interviews take place? How many questions will be asked? Who will ask them? Who will provide nameplates for the committee? Who will greet the candidates and introduce them to the board of education? How many interviews will be done in one evening? How many interviews will be done on a Saturday or Sunday? Will a consultant be present for the interviews of semifinalists? Clear ground rules for confidentiality need to be established.

Remember that during the interview of superintendent candidates, each candidate will also be determining if he/she thinks there will be an effective working relationship if the candidate is hired.

13. Keep in mind that job interviews and related meetings for superintendents and other “executive level employment position[s]” are exempt from Freedom of Information requirements.
14. The board of education should have a discussion on the issue of confidentiality of candidates. The concern is that many candidates are sitting superintendents and if their candidacies become known in their districts too early in the process, it may undermine their credibility in their current positions. This is an issue that should be discussed with your consultant and/or at the board level to ensure a reasonable approach is adopted.
15. The consultant, the board of education and/or the search committee may be involved in checking references of semifinalists and finalists.
16. The selection of semifinalists may be done by the consultant, the board of education or the search committee. Finalists should be selected by the board of education or search committee. All interviews of candidates should be done in executive session.
17. The board of education should conduct interviews with the finalists. Finalists should spend at least one day in the district, meeting with teachers, administrators, community representatives and board members. If there is a spouse, he/she should be invited, (at board expense), to visit the community.
18. The board of education should conduct a site visit to the district of a finalist. The consultant should provide guidelines, questions and a format for the team to report back to the board of education.
19. The board of education will decide who will be the next superintendent. Two board members should be assigned the responsibility for final contract negotiations. The board attorney should be consulted. Once the “election” has been made, and the candidate has accepted the position, notification must be made to the Commissioner of Education within seven days.
20. The board of education should have a plan on how to handle the transition period from the time the contract is signed until the new person begins work in the district, as well as the first three months with the new superintendent. The board of education should consider paying the new superintendent on a per diem basis to spend a few days in the district with the current superintendent.

21. There should be an introduction of the superintendent to the community (see related handbook *Introducing A New Superintendent*.)

## HIRING A CONSULTING FIRM TO DO YOUR SEARCH

One of the first decisions a board of education needs to make is who will do the search. Even if you think you want to do the search yourselves, you should interview 2-3 consulting firms. CAGE can provide a list of available firms.

There are several advantages to hiring a consultant:

- Consultants can get a larger pool of candidates
- Consultants have valuable information on reference checks
- Consultants are aware of deadlines and cost effective advertising that will get you the largest pool of candidates
- Consultants can assist in “selling” your district
- Consultants can assist a board of education in reaching a consensus on candidates
- Consultants can anticipate problems and questions that occur in a search
- Consultants can assist with contract negotiations

## WORKING WITH CONSULTANTS

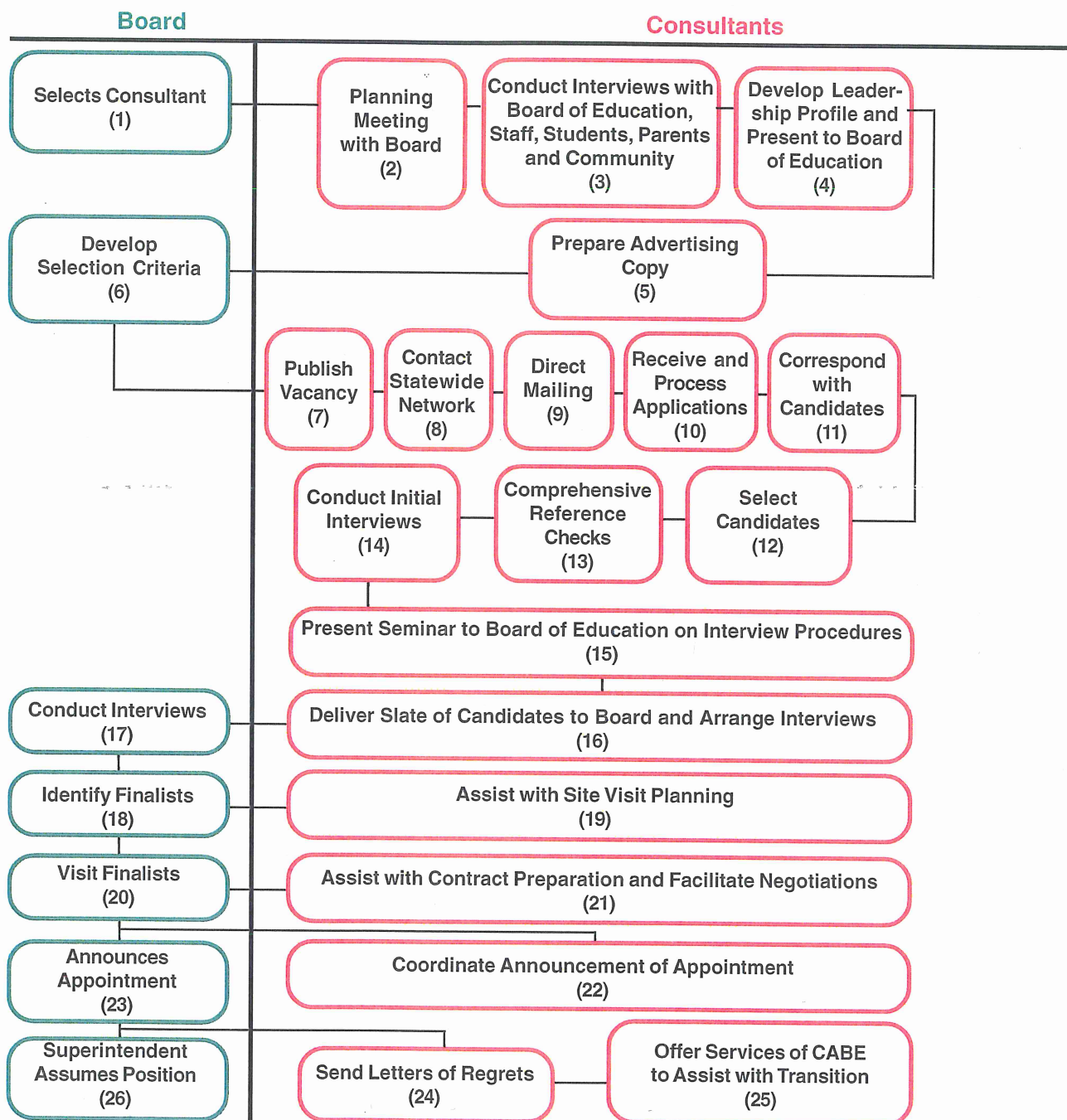
- The board of education or a subcommittee should interview 2-3 firms.
- Interviews of consulting firms may be done in executive session.
- Allow at least an hour to interview each consulting firm.
- Read the proposal of each firm prior to the interview.
- Have prepared interview questions and know who is asking each one.
- Discuss the role of the consultant and the board of education.

The questions below may help you in deciding which consultant you want to hire to assist in your superintendent search. The list isn’t exhaustive but the answers to these questions may be helpful. Check references before you hire a consulting firm.



# Search Services

## Superintendent Search Flow Chart





1. Which boards of education have hired you as a superintendent search consultant? Be sure to get a **complete list** so that you can make reference calls. A district left off the list can be much more revealing than a lengthy list.
2. How many superintendent searches are you currently performing? How many other searches are you performing? How many searches can you do well at one time?
3. How do you allow for community input to determine its priorities and concerns about a new superintendent?
4. What level of involvement do you encourage for each member of the board of education in the search process?
5. How do you include staff in the process?
6. What will you do to help the board of education to develop a list of characteristics they wish to see in a new superintendent?
7. Where will you advertise the position? Who approves the ad wording and cost? Who approves the brochure for the position?
8. How do you think the board of education should find candidates? How actively do you recruit candidates for specific superintendencies?
9. How do you screen candidates?
10. Do candidates need an initial interview with the consulting firm to be selected a semifinalist?
11. Will you recommend candidates to more than one district at the same time?
12. How can you assure us that reference checks for candidates will be recent information? Do you do the reference checks for us or do you think we should do them?
13. Will the board of education or the search committee see the resumes of all the candidates? Do you require an application form?
14. Do you require candidates to be certified to be considered a semifinalist by the search committee?
15. What kind of clerical or secretarial support do you provide?

16. How much will the search cost? How much are consultant fees? What are the other costs? What if the search is reopened? How do you determine the cost?
17. How will you help us to conduct the actual interviews?
18. Will you give us any assistance in developing a contract? Is there an additional charge?
19. Do you work alone or are there others who work in your firm? What are their qualifications? Who will be working with our board of education and in what capacity? What is the role of each partner/consultant?
20. Will you make arrangements for finalists to meet administrators and staff in our district?
21. What kind of follow-up work will you do to insure that the board of education will work well with our superintendent?

## INTERIM SUPERINTENDENTS

### *STATE LAW REQUIRES*

### *EACH DISTRICT HAVE A DESIGNATED*

### *SUPERINTENDENT OF SCHOOLS.*

When doing a superintendent search, it is important for a board of education to allow sufficient time for this important process. There are several situations when an interim superintendent may be hired:

- a. The superintendent has resigned or the contract of the superintendent's contract has not been renewed. The superintendent will be leaving before the search process has begun. In this situation an interim superintendent is hired for at least six months.
- b. The superintendent search is ongoing while the current superintendent is still employed. However, the superintendent's contract expires before the new superintendent starts. In this case an interim superintendent is hired for a period of 1-2 months.
- c. The current superintendent is leaving and the board of education



is considering a reorganization in administration, sharing a superintendent, or changing the position of superintendent (Superintendent/Principal; Part-time position or full time position). In this situation an interim superintendent may be hired for six months while the board of education finalizes the position for which they will be conducting a search.

**Who can be hired as an interim superintendent?**

- A retired superintendent (You can get names from CABE, CAPSS, or from search consultants)
- One of your current administrators who will *not* be an applicant for the position.
- One of your current administrators who will be an applicant for the position.
- A current administrator to be hired as acting superintendent (not certified to be a superintendent) until you hire an interim superintendent. Approval must be obtained from the Commissioner of Education. Appointment is for up to 90-days, unless extended by the Commissioner.

The board of education needs to decide if the interim superintendent can be an applicant for the position. When an in-house person is appointed interim superintendent, the perception to candidates is that the interim is a candidate for the position. When the interim is an applicant, the pool of candidates for the position is drastically reduced, because the perception with many candidates is that the decision for a new superintendent has already been made.

Most of the people who serve as interim superintendents are retired superintendents with many years of experience in the state of Connecticut. They have had experience in curriculum development, budget, community relations, hiring staff, solving problems, building projects, working with town boards, the press and board of education members. Their experience is invaluable to a district, no matter how large or small a district may be.

Hiring an interim superintendent from outside the district causes less disruption in a district. Often when an in-house person is appointed the interim, it means they are doing two jobs instead of one. In other situations, an in-house person is appointed interim and another person is appointed to do the job of the administrator.

Interims are paid on a per diem basis plus mileage. They are not paid any fringe benefits. Individual arrangements can be made with a board of education for the number of days per week, either half days or full days.

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
Hartford, Connecticut

June 17, 1993

Series 1993-94  
Circular Letter: C-10

TO: Superintendent of Schools  
FROM: Vincent Ferrandino  
SUBJECT: Notification of Appointment of Superintendents  
and Acting Superintendents

This letter will serve to remind you that in 1985, the Connecticut General Assembly passed legislation requiring local and regional boards of education to notify the Commissioner of Education of impending appointments of Superintendents and Acting Superintendents of Schools. Section 10-157 of the Connecticut General Statutes (CGS) states that, "... no person shall assume the duties and responsibilities of the superintendent until the board receives written confirmation from the commissioner of education that the person to be employed is properly certified..."

Pursuant to Section 10-226 of the Connecticut General Statutes, the local or regional board of education must submit to the Commissioner of Education, the name and address of any person accepting a contract offer as superintendent of schools within seven days after receipt of notice of the candidate's decision to accept the position.

Additionally, please note that any person who does not hold valid Connecticut certification shall be required to meet testing requirements, including CONNCEPT, pursuant to Section 10-145F(b) of the Connecticut General Statutes. Specifically, this means that anyone not holding a current valid Connecticut certificate, including candidates for positions such as superintendents, must meet the testing requirements of the statute.

Candidates for the superintendent's certificate should be encouraged to file credentials with the teacher certification office as early in the selection process as possible to provide candidates with the time necessary to obtain and present all required documents to the Bureau of Certification.

A local or regional board of education may, with the approval of the Commissioner of Education, appoint as acting superintendent a person who is not appropriately certified, for a period not to exceed 90 days. State law contemplates the position of acting superintendent to be of short duration. Ex-

tension of approval beyond the 90-day period may be granted only upon a showing of good cause. In this context, please be sure to expedite the process of hiring a new superintendent with the goal of not going beyond the latest extension date.

Criteria to be used by the Commissioner for the approval of acting superintendents of schools are established as follows:

- a) The appointee shall hold or be eligible for Connecticut superintendent of schools certification, or
- b) The appointee shall hold or be eligible for Connecticut Intermediate Administrator or Supervisor Certification or other appropriate Connecticut administrative or supervisory certification.

The local or regional board of education should submit to the Commissioner the name and address of the person to be appointed as acting superintendent of schools as soon as that information is available. The written notification should also include the ***date of beginning service and specified period of time for the appointment, the appointee's social security number, and indication of Connecticut intermediate administrative or supervisory certification or superintendent certification.*** This information is critical to the prompt processing of the request.

Another option available would be to appoint a candidate as superintendent of schools on an interim basis for the specific time period who already holds or is eligible to hold a superintendent certificate needed while pursuing the search for a permanent superintendent of schools. This would eliminate the need to appoint an acting superintendent of schools. The same procedure would be followed for notification of appointment of a superintendent of schools.

Please refer your questions with reference to the appointment of superintendents and acting superintendents of schools to the Chief Bureau of Certification.

Thank you.

VLF:ddc

cc: Chairpersons of Local Boards of Education



**CONNECTICUT ASSOCIATION OF BOARDS OF EDUCATION**

81 Wolcott Hill Road, Wethersfield, CT 06109-1242

Phone: 860-571-7446 or 800-317-0033

Fax: 860-571-7452 • Website: [www.cabe.org](http://www.cabe.org)

Revised July 2002, 2008



STATE OF CONNECTICUT  
STATE BOARD OF EDUCATION



July 24, 2015

Enclosure No. 2A  
2/16/2016

Dr. David Title  
Superintendent of Schools  
Fairfield Board of Education  
501 Kings Highway East  
Fairfield, CT 06825

Dear Dr. Title:

I am writing in response to your request for an extension of time to prepare an amendment to your district's racial imbalance plan for McKinley School. In an e-mail to Attorney Laura Anastasio on June 24, 2015, you indicated that the Fairfield Board of Education would need additional time to engage the community in a discussion regarding a more effective solution for the racial imbalance at the school.

After reviewing your e-mail and discussing the matter with the Connecticut State Board of Education (CSBE) Chairperson and Vice Chairperson, I agree to an extension, which will allow you to present your district's racial imbalance amendment at the regular meeting of the CSBE on April 6, 2016. In order for the CSBE members to review your district's proposal, you will need to submit your proposed amendment and any supporting documentation no later than March 4, 2016.

If you have any questions, please do not hesitate to contact Attorney Laura Anastasio in the Division of Legal and Governmental Affairs at 860-713-6512.

Sincerely,

*Dianna R. Wentzell*

Dr. Dianna R. Wentzell  
Commissioner of Education

DRW:lla

cc: Laura L. Anastasio, Staff Attorney, Division of Legal and Governmental Affairs





STATE OF CONNECTICUT  
STATE BOARD OF EDUCATION



May 20, 2015

Dr. David Title  
Superintendent of Schools  
Fairfield Board of Education  
501 Kings Highway East  
Fairfield, CT 06825

Dear Dr. Title:

On May 6, 2015, the Connecticut State Board of Education ("CSBE") accepted a report concerning the racial imbalance statistics for all schools in the state. This report indicates that McKinley School continues to be racially imbalanced, and such imbalance has increased over the past two years. Pursuant to its approved plan to correct racial imbalance at this school, the Fairfield Board of Education ("Fairfield Board") has taken various actions to increase voluntary enrollment transfers in order to encourage more diversity throughout the district.

The CSBE shares my concern about this increase in the racial imbalance. Therefore, I am requiring the Fairfield Board to submit an amended plan to address the racial imbalance in this school. The Fairfield Board must submit its amended plan to the CSBE within 120 days of your receipt of this notice. The CSBE shall vote to approve, conditionally approve or disapprove your amended plan within 60 days of its receipt.

If you have any questions, please do not hesitate to contact Attorney Laura Anastasio in the Division of Legal and Governmental Affairs at 860-713-6512.

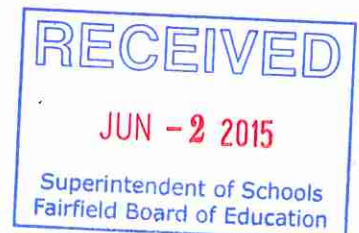
Sincerely,

*Dianna R. Wentzell*

Dr. Dianna R. Wentzell  
Commissioner of Education

DRW:lla

Attachment





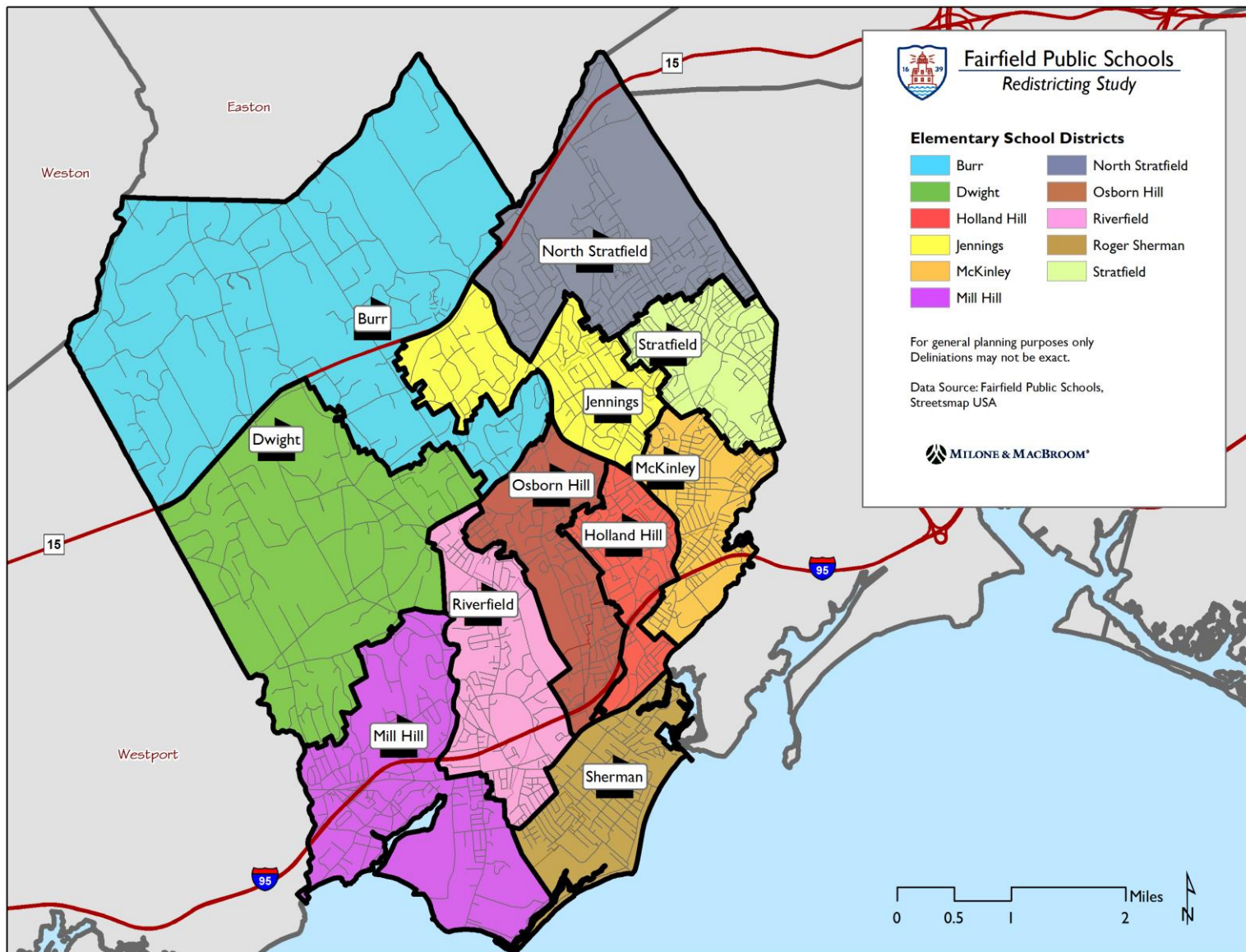


## Conceptual Redistricting Options for Racial Balance Plan

February 16, 2016



# Existing Districts





# October 1, 2015 Enrollment

School	PK *	K	1	2	3	4	5	PK-5 Total
Burr	36	62	57	70	68	64	67	424
Dwight	36	47	50	50	52	63	48	346
Holland Hill	-	67	67	58	75	78	62	407
Jennings	-	43	49	56	41	76	55	320
McKinley	-	62	73	80	71	75	72	433
Mill Hill	-	46	65	56	61	87	67	382
North Stratfield	-	50	66	68	66	84	82	416
Osborn Hill	-	64	68	91	81	95	91	490
Riverfield	-	68	63	67	63	84	64	409
Roger Sherman	-	83	65	93	80	89	71	481
Stratfield	-	57	70	70	72	78	95	442
<b>Total</b>	<b>72</b>	<b>649</b>	<b>693</b>	<b>759</b>	<b>730</b>	<b>873</b>	<b>774</b>	<b>4,550</b>

\* Pre-K Enrollment was set at 36 students each at Burr and Dwight, which is the targeted Pre-K program enrollment at each school.

Source: Fairfield Public Schools

- Enrollment shifts at Stratfield, North Stratfield & Osborn Hill with large 4<sup>th</sup> & 5<sup>th</sup> grade cohorts getting replaced by smaller K cohorts.



# Connecticut's Racial Balance Law

## CT General Statutes § 10-226

- Schools whose minority composition varies between 15% and 25% from the district's minority composition for the same grades are **impending racial imbalance**
  - District is notified of impending racial imbalance by CSDE, but not required to submit a racial balance plan.
- Schools whose minority composition varies by 25% or more from the district's minority composition are **racially imbalanced**
  - District must submit a plan to the CSDE addressing how imbalance will be corrected





# K-5 Racial Balance Trends

School	Minority Composition by Year				4-Year Change
	2012-13	2013-14	2014-15	2015-16 <sup>3</sup>	
Burr <sup>1</sup>	16.0%	16.1%	18.0%	19.9%	3.9%
Dwight <sup>1</sup>	14.0%	16.0%	14.7%	14.3%	0.3%
Holland Hill	32.4%	32.4%	33.2%	32.8%	0.5%
Jennings	17.2%	18.0%	19.4%	20.1%	2.8%
McKinley	43.4%	45.9%	49.1%	47.9%	4.5%
<b>McKinley % Deviation</b>	<b>+24.4%</b>	<b>+26.5%</b>	<b>+28.6%</b>	<b>+27.2%</b>	-
Mill Hill	14.2%	15.2%	13.1%	15.7%	1.5%
North Stratfield	19.4%	19.8%	22.0%	20.5%	1.1%
Osborn Hill	8.9%	11.2%	12.1%	14.5%	5.6%
Riverfield	13.0%	11.8%	12.3%	12.5%	-0.5%
Sherman	13.4%	13.8%	13.7%	14.0%	0.6%
Stratfield	17.2%	17.3%	19.1%	18.6%	1.4%
<b>K-5 District Avg. <sup>2</sup></b>	<b>19.0%</b>	<b>19.4%</b>	<b>20.5%</b>	<b>20.7%</b>	<b>1.7%</b>

Source: Connecticut SDE Racial Balance Tables: 2012-2014; Fairfield Public Schools, PSIS Enrollment: 2015

1. Includes Pre-K students at Burr and Dwight

2. District Average only includes K-5 students

3. Data for 2015-16 is unofficial

Racial Imbalance	Impending Imbalance
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# Projections Primer

## Cohort Survival Method

- Based on Cohort Survival Methodology - Standard method for enrollment projections
- Methodology accepted by CSDE School Construction Projects (CGS 10-283)
- The Cohort Survival Methodology relies on **observed data from the recent past in order to predict the near future**
- Methodology works well for stable populations, including communities that are growing or declining at a steady rate
- Recent instability in economic climate - Difficult time to predict enrollment



# Projections Primer

## Persistency Ratios

- Persistency ratios are calculated from historic enrollment data to determine growth or loss in a class as it progresses through school system
- Persistency ratios account for the various external factors affecting enrollments, including housing characteristics, residential development, economic conditions, student transfers in and out of the system, and student mobility
- Persistency Ratio of 1.0 means cohort size remains the same; 1.05 means the cohort size increases by 5%, or a cohort of 100 grows to 105 the following year
- Changes in population, housing stock and tenure, and economic conditions help explain persistency ratios



# Projections Building Blocks

## Starting Data

Critical to the overall accuracy of the projections, as each year builds upon the last.

### *District Projections*

**Town of  
Fairfield  
Births**

*Obtained from CT  
DPH*

**Historic  
Enrollment  
Trends**

*Obtained from FPS  
and CT SDE*

### *Individual School Projections*

**Geolocated  
Birth Data**

*Obtained from CT  
DPH and address  
matched*

**Geolocated  
Enrollment  
Data**

*Obtained from FPS  
and address matched*

## Projection Assumptions

Several projection models are developed by applying different persistency ratios to building blocks

**5-Year  
Average**

**3-Year  
Average**

**3-Year  
Weighted**

**Blended**

## Demographic and Housing Data

Used to inform model selection

**Unemployment  
(Town, Region)**

**Housing Permit  
Activity**

**Home Sales  
(1-family,  
condos)**

**Women of Child-  
Bearing Age +  
Fertility Rates**

**Population  
Projections &  
Development  
Capacity**





# Birth Trends and Projections

## Birth Projection Assumptions:

Births were calculated using multiple-regression analysis tied to local economic and housing conditions. Births were correlated with single-family home sales (from two years prior) and the town unemployment rate. Assumptions for both home sales and unemployment up to 2020 were used to calculate births from 2015 to 2020 as seen in the birth projections table.

## Birth to K Persistency Ratio

Determines size of future Kindergarten classes from birth cohort 5-years prior. B-K ratio over 1.0 indicates in-migration of families with young children ready to enter school

Year	Birth-K
2009-10	1.1334
2010-11	1.1017
2011-12	1.1747
2012-13	1.1197
2013-14	1.2090
2014-15	1.1726
2015-16	1.2602

High Birth to K ratios over the last 3 years result in larger projected K classes. District will need to monitor B-K ratio to determine whether this trend will continue in future years

## Birth Projections

Year	Births	Town Unemployment Rate	1-Family Home Sales (y-2)
2000	838	1.8	1155
2001	777	2.7	1136
2002	679	3.6	912
2003	757	4.5	857
2004	637	4.0	1003
2005	698	3.9	937
2006	681	3.5	1025
2007	610	3.6	943
2008	598	4.6	753
2009	585	7.4	809
2010	515	7.6	573
2011	505	7.3	500
2012	474	7.2	646
2013 *	503	6.5	512
2014 *	565	5.4	581
2015 proj.	580	5.3	629
2016 proj.	601	5.1	709
2017 proj.	607	5.0	719
2018 proj.	614	4.8	729
2019 proj.	621	4.7	739
2020 proj.	628	4.5	750

Sources: Birth data from CTDPH  
Home sales from the Warren Group  
Unemployment from CT Department of Labor

2013 and 2014 data is preliminary and was adjusted upwards to account for out-of-state births



# District Projections

**Fairfield Public Schools Enrollment Projections by Grade: 2015-16 to 2025-26**

School Year	Birth Yr	Births	K	1	2	3	4	5	6	7	8	9	10	11	12	PK *	PK-12	K-5	6-8	9-12
2015-16	2010	515	649	693	759	730	873	774	765	815	795	783	771	734	775	205	10,121	4,478	2,375	3,063
2016-17	2011	505	613	666	703	770	734	874	776	767	819	744	761	773	734	205	9,939	4,360	2,362	3,012
2017-18	2012	474	575	629	675	714	775	735	876	778	771	767	723	763	773	205	9,759	4,103	2,425	3,026
2018-19	2013	503	611	590	638	685	718	776	736	879	782	722	746	725	763	205	9,576	4,018	2,397	2,956
2019-20	2014	565	686	627	598	648	689	719	778	738	883	732	702	748	725	205	9,478	3,967	2,399	2,907
2020-21	2015	580	704	704	636	607	652	690	720	780	742	826	712	704	748	205	9,430	3,993	2,242	2,990
2021-22	2016	601	730	722	714	646	611	653	691	722	784	695	803	714	704	205	9,394	4,076	2,197	2,916
2022-23	2017	607	737	749	732	725	650	612	654	693	726	734	676	805	714	205	9,412	4,205	2,073	2,929
2023-24	2018	614	745	756	759	743	729	651	613	656	696	680	713	678	805	205	9,429	4,383	1,965	2,876
2024-25	2019	621	754	764	767	770	747	730	652	615	659	651	661	715	678	205	9,368	4,532	1,926	2,705
2025-26	2020	628	762	774	775	779	775	748	731	654	618	617	633	663	715	205	9,449	4,613	2,003	2,628

\* Includes Pre-K enrollment at Burr, Dwight, and the Pre-K Center

Medium growth scenario uses the following assumptions:

Medium growth births (from regression analysis based on single-family home sales and town unemployment rate)

3-year average persistency ratios for K-5 and 6-8 projections

5-year average persistency ratios for 9-12 projections

Assumes Pre-K program remains at 205 students, with 36 attending Dwight, 36 attending Burr, and the remainder attending the Pre-K center



# Enrollment Projections

## PK-5 Enrollment Projections, by School

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	424	433	432	429	426	436	446	446	461	476	487
Dwight	346	338	309	300	292	286	282	294	315	320	329
Holland Hill	407	405	397	385	400	396	395	418	428	441	442
Jennings	320	310	276	282	284	286	296	306	321	331	330
McKinley	433	432	413	407	391	383	394	395	410	419	424
Mill Hill	382	369	335	324	320	324	340	349	362	375	389
North Stratfield	416	391	369	362	362	363	379	393	406	418	422
Osborn Hill	490	468	442	426	407	415	431	449	466	490	504
Riverfield	409	405	377	370	373	375	377	388	405	423	427
Roger Sherman	481	482	453	444	436	453	446	459	484	499	502
Stratfield	442	399	373	359	355	351	363	382	401	414	432
<b>Total</b>	<b>4,550</b>	<b>4,432</b>	<b>4,176</b>	<b>4,088</b>	<b>4,046</b>	<b>4,068</b>	<b>4,149</b>	<b>4,279</b>	<b>4,459</b>	<b>4,606</b>	<b>4,688</b>

Individual school projections may differ slightly from district-wide projections due to rounding

*Includes Pre-K enrollment at Burr (36 students), Dwight (36 students), but not students who attend the Pre-K center.*

*Projections assume Pre-K enrollment at Burr and Dwight remains the same as the 2015-16 school year.*



# Elementary Capacity

## Functional Capacity, With and Without Portable Classrooms

School	2015-16 Enrollment*	With Portables		Without Portables	
		FPS Functional Capacity	Percent Utilization	FPS Functional Capacity	Percent Utilization
Burr *	424	504	80.6%	504	80.6%
Dwight *	346	378	86.8%	378	86.8%
Holland Hill <sup>1</sup>	407	378	107.7%	315	129.2%
Jennings	320	378	84.7%	378	84.7%
McKinley	433	504	85.9%	504	85.9%
Mill Hill	382	378	101.1%	336	113.7%
North Stratfield	416	504	82.5%	504	82.5%
Osborn Hill	490	504	97.2%	504	97.2%
Riverfield <sup>1</sup>	409	504	81.2%	504	81.2%
Roger Sherman	481	462	104.1%	462	104.1%
Stratfield	442	504	87.7%	504	87.7%
<b>Total PK-5</b>	<b>4,550</b>	<b>4,998</b>	<b>91.0%</b>	<b>4,893</b>	<b>93.0%</b>

\* Includes Pre-K enrollment at Burr and Dwight

1. Two portable classrooms will be added to Holland Hill for the 2016-17 School Year, bringing its Functional Capacity With Portables to 420 Students

Pre-K program at Burr and Dwight are half day programs that share a classroom. Therefore only half of Pre-K enrollment was used in utilization calculations



# Elem. Facility Utilization

## PK-5 Utilization Projections (With Portables)

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	80.6%	82.3%	82.1%	81.5%	81.0%	82.9%	84.9%	84.9%	87.9%	90.9%	93.1%
Dwight	86.8%	84.7%	77.0%	74.6%	72.5%	70.9%	69.8%	73.0%	78.6%	79.9%	82.3%
Holland Hill <sup>I</sup>	107.7%	96.4%	94.5%	91.7%	95.2%	94.3%	94.0%	99.5%	101.9%	105.0%	105.2%
Jennings	84.7%	82.0%	73.0%	74.6%	75.1%	75.7%	78.3%	81.0%	84.9%	87.6%	87.3%
McKinley	85.9%	85.7%	81.9%	80.8%	77.6%	76.0%	78.2%	78.4%	81.3%	83.1%	84.1%
Mill Hill	101.1%	97.6%	88.6%	85.7%	84.7%	85.7%	89.9%	92.3%	95.8%	99.2%	102.9%
North Stratfield	82.5%	77.6%	73.2%	71.8%	71.8%	72.0%	75.2%	78.0%	80.6%	82.9%	83.7%
Osborn Hill	97.2%	92.9%	87.7%	84.5%	80.8%	82.3%	85.5%	89.1%	92.5%	97.2%	100.0%
Riverfield	81.2%	80.4%	74.8%	73.4%	74.0%	74.4%	74.8%	77.0%	80.4%	83.9%	84.7%
Roger Sherman	104.1%	104.3%	98.1%	96.1%	94.4%	98.1%	96.5%	99.4%	104.8%	108.0%	108.7%
Stratfield	87.7%	79.2%	74.0%	71.2%	70.4%	69.6%	72.0%	75.8%	79.6%	82.1%	85.7%
<b>Total</b>	<b>90.3%</b>	<b>87.9%</b>	<b>82.9%</b>	<b>81.1%</b>	<b>80.3%</b>	<b>80.7%</b>	<b>82.3%</b>	<b>84.9%</b>	<b>88.5%</b>	<b>91.4%</b>	<b>93.0%</b>

Includes Pre-K Enrollment at Burr and Dwight

I. Two additional portable classrooms added to Holland Hill beginning in 2016-17

## PK-5 Utilization Projections (Without Portables)

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	80.6%	82.3%	82.1%	81.5%	81.0%	82.9%	84.9%	84.9%	87.9%	90.9%	93.1%
Dwight	86.8%	84.7%	77.0%	74.6%	72.5%	70.9%	69.8%	73.0%	78.6%	79.9%	82.3%
Holland Hill	129.2%	128.6%	126.0%	122.2%	127.0%	125.7%	125.4%	132.7%	135.9%	140.0%	140.3%
Jennings	84.7%	82.0%	73.0%	74.6%	75.1%	75.7%	78.3%	81.0%	84.9%	87.6%	87.3%
McKinley	85.9%	85.7%	81.9%	80.8%	77.6%	76.0%	78.2%	78.4%	81.3%	83.1%	84.1%
Mill Hill	113.7%	109.8%	99.7%	96.4%	95.2%	96.4%	101.2%	103.9%	107.7%	111.6%	115.8%
North Stratfield	82.5%	77.6%	73.2%	71.8%	71.8%	72.0%	75.2%	78.0%	80.6%	82.9%	83.7%
Osborn Hill	97.2%	92.9%	87.7%	84.5%	80.8%	82.3%	85.5%	89.1%	92.5%	97.2%	100.0%
Riverfield	81.2%	80.4%	74.8%	73.4%	74.0%	74.4%	74.8%	77.0%	80.4%	83.9%	84.7%
Roger Sherman	104.1%	104.3%	98.1%	96.1%	94.4%	98.1%	96.5%	99.4%	104.8%	108.0%	108.7%
Stratfield	87.7%	79.2%	74.0%	71.2%	70.4%	69.6%	72.0%	75.8%	79.6%	82.1%	85.7%
<b>Total</b>	<b>92.6%</b>	<b>90.2%</b>	<b>85.0%</b>	<b>83.2%</b>	<b>82.3%</b>	<b>82.8%</b>	<b>84.4%</b>	<b>87.1%</b>	<b>90.7%</b>	<b>93.7%</b>	<b>95.4%</b>

Pre-K program at Burr and Dwight are half day programs that share a classroom. Therefore only half of Pre-K enrollment was used in utilization calculations





# Redistricting Plan

## Goals & Guiding Principles

### Goal-

- Reduce McKinley's racial imbalance to below 20% (Impending)

### Guiding Principles (1) -

- Strive to maintain established neighborhoods and consider natural and manmade boundaries (rivers, highways)
- Consider the impact on busing and walkers
- Safety issues should be considered
- Phase out all temporary solutions (portables)
- Strive for sustained facility utilization at 90%
- Siblings should attend same schools – avoid crossing feeder patterns
- Maintain District Guidelines for class size
- Create the least amount of disruption

(1) *Adhoc Redistricting Committee- Redistricting: Guiding Principles*  
(Approved by BOE, November 17, 2015)



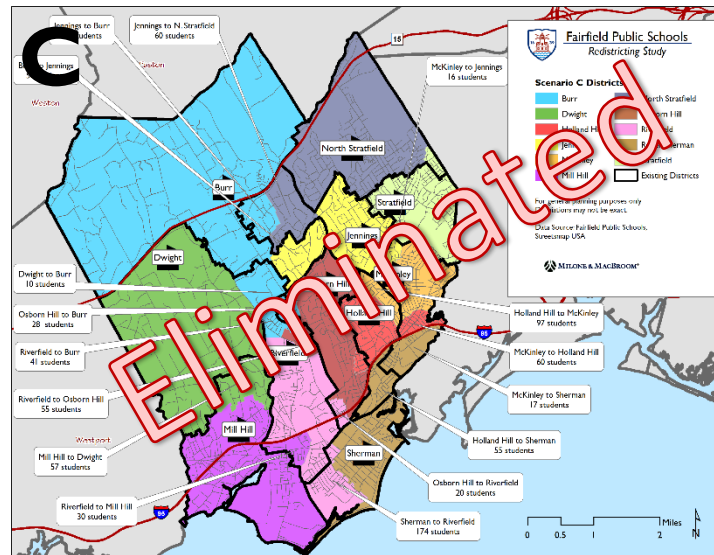
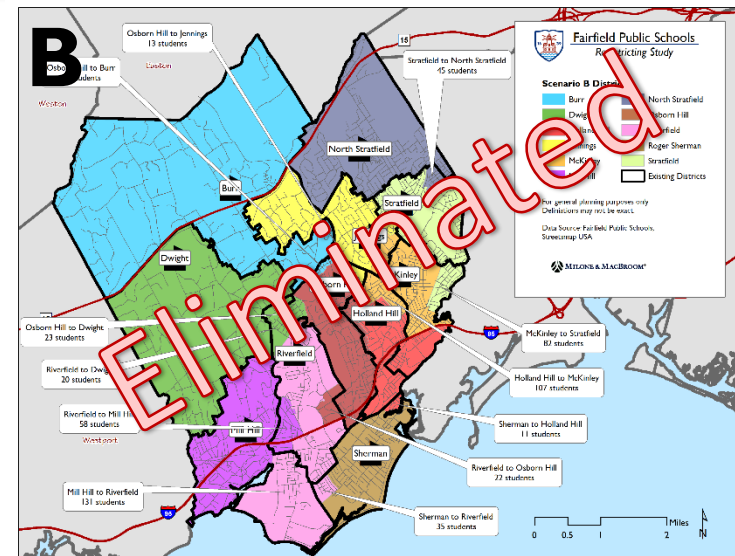
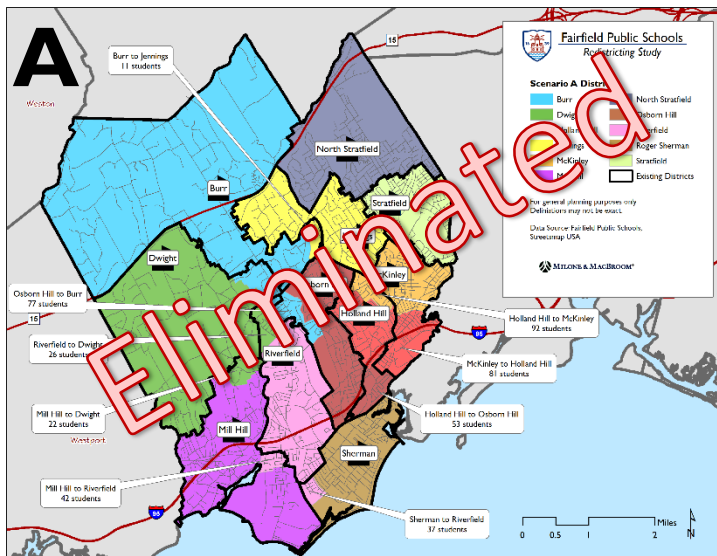
# Preliminary Redistricting Scenarios

## Scenario A, B, & C

- No additional renovation or expansion projects
- Comprehensive redistricting
- Opt-in, Open Choice (non-Fairfield residents), and SPED/CLC students remain in current schools
- Portable classrooms remain in place
  - Two additional portables added to Holland Hill for 2016-17 school year
  - Assess whether redistricting can facilitate portable classroom removal at Holland Hill and Mill Hill



# Scenario A, B, and C Boundaries





# Scenario A, B, and C Considerations

- Significant movement of students
- McKinley becomes “impending imbalance” under each scenario
  - However, does not get below 20% in any scenario – potential to become imbalanced again if diverse Kindergarten class enters system.
  - Holland Hill would move up to “impending imbalance” in Scenario A and B.
- Not enough classroom space in the district to remove portable classrooms and achieve 90% utilization.
  - If portable classrooms are removed at Mill Hill and Holland Hill it would cause overcrowding (>100% utilization) at other schools.

**Not viable long-term solutions**



# Preliminary Redistricting Scenarios

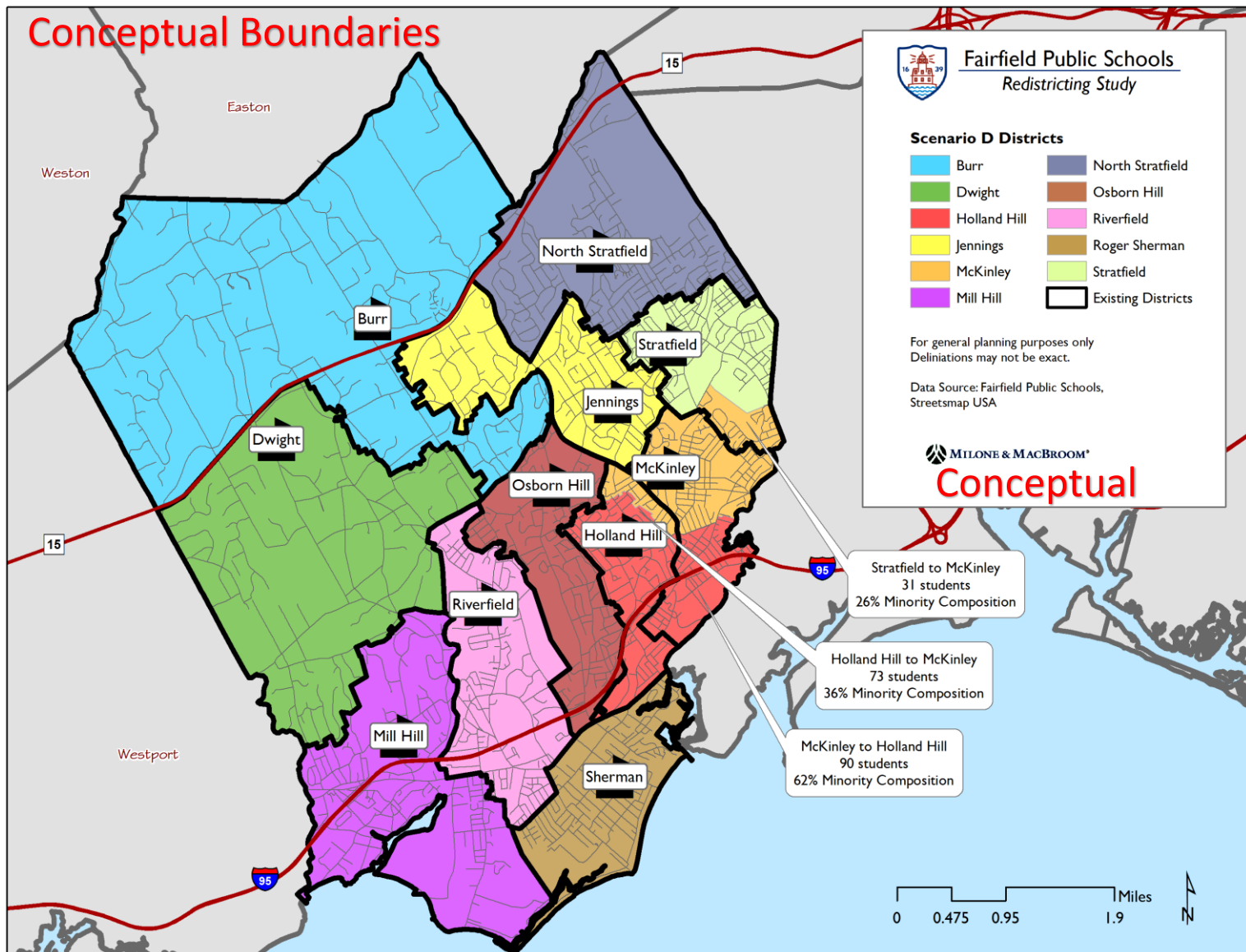
## Scenario D

- Holland Hill construction and expansion project moves forward – becomes a 504 student school
- Pocket redistricting to fill out new Holland Hill school and improve racial balance at McKinley
  - Minimize redistricting impacts to other schools
- Opt-in, Open Choice (non-Fairfield residents), and SPED/CLC students remain in current schools
- Portable classrooms remain at Mill Hill.





# Scenario D Boundaries





# Scenario D Overview

School	2015-16 Enrollment	Functional Capacity <sup>1</sup>	Percent Utilization	Minority Composition	Percent Deviation
Burr *	424	504	80.6%	17.8%	-2.9%
Dwight *	346	378	86.8%	12.3%	-8.4%
Holland Hill	424	504	84.1%	38.4%	17.7%
Jennings	320	378	84.7%	20.0%	-0.7%
McKinley	447	504	88.7%	41.2%	20.5%
Mill Hill	382	378	101.1%	15.7%	-5.0%
North Stratfield	416	504	82.5%	20.7%	0.0%
Osborn Hill	490	504	97.2%	14.5%	-6.2%
Riverfield	409	504	81.2%	12.5%	-8.2%
Sherman	481	462	104.1%	13.9%	-6.8%
Stratfield	411	504	81.5%	18.0%	-2.7%
<b>District</b>	<b>4,550</b>	<b>5,124</b>	<b>88.8%</b>	<b>20.7%</b>	<b>0.0%</b>

Source: Fairfield Public Schools PSIS Enrollment Data

Minority composition numbers are unofficial

Impending Imbalance

\* Includes Pre-K enrollment at Burr and Dwight



# Scenario D Diversity

School	Minority Composition			
	2012-13	2013-14	2014-15	2015-16
Burr	14.3%	14.3%	17.4%	17.8%
Dwight	14.0%	11.3%	12.5%	12.3%
Holland Hill	35.7%	36.4%	38.2%	38.4%
Jennings	21.0%	18.3%	19.4%	20.0%
McKinley	37.6%	40.2%	42.4%	41.2%
Mill Hill	14.2%	15.2%	13.1%	15.7%
North Stratfield	19.6%	20.0%	22.2%	20.7%
Osborn Hill	8.1%	9.5%	10.2%	14.5%
Riverfield	13.4%	12.0%	12.3%	12.5%
Sherman	13.4%	13.8%	13.7%	13.9%
Stratfield	17.9%	17.2%	18.8%	18.0%
<b>District</b>	<b>19.0%</b>	<b>19.4%</b>	<b>20.5%</b>	<b>20.7%</b>

Source: Fairfield Public Schools PSIS Enrollment Data

Impending Imbalance

**As if Scenario D Districts were in place**

2015-16 numbers are unofficial



# Scenario D Projections

## PK-5 Enrollment Projections, by School

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	424	427	425	420	415	426	434	435	449	461	471
Dwight	346	345	322	320	311	303	301	314	333	340	350
Holland Hill	424	426	406	399	397	398	402	414	426	437	441
Jennings	320	310	271	274	271	268	275	286	297	308	309
McKinley	447	438	428	414	410	405	415	426	437	449	454
Mill Hill	382	368	335	323	318	325	339	349	362	373	388
North Stratfield	416	390	367	359	355	352	365	378	391	401	404
Osborn Hill	490	468	444	426	407	409	426	447	468	495	506
Riverfield	409	408	385	382	381	389	395	407	426	444	447
Roger Sherman	481	490	468	464	465	485	477	487	514	535	538
Stratfield	411	361	335	319	312	306	314	329	345	359	373
<b>Total</b>	<b>4,550</b>	<b>4,431</b>	<b>4,186</b>	<b>4,100</b>	<b>4,042</b>	<b>4,066</b>	<b>4,143</b>	<b>4,272</b>	<b>4,448</b>	<b>4,602</b>	<b>4,681</b>

Individual school projections may differ slightly from district-wide projections due to rounding  
Includes Pre-K Enrollment at Burr and Dwight

## PK-5 Utilization Projections

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	80.6%	81.2%	80.8%	79.8%	78.8%	81.0%	82.5%	82.7%	85.5%	87.9%	89.9%
Dwight	86.8%	86.5%	80.4%	79.9%	77.5%	75.4%	74.9%	78.3%	83.3%	85.2%	87.8%
Holland Hill	84.1%	84.5%	80.6%	79.2%	78.8%	79.0%	79.8%	82.1%	84.5%	86.7%	87.5%
Jennings	84.7%	82.0%	71.7%	72.5%	71.7%	70.9%	72.8%	75.7%	78.6%	81.5%	81.7%
McKinley	88.7%	86.9%	84.9%	82.1%	81.3%	80.4%	82.3%	84.5%	86.7%	89.1%	90.1%
Mill Hill	101.1%	97.4%	88.6%	85.4%	84.1%	86.0%	89.7%	92.3%	95.8%	98.7%	102.6%
North Stratfield	82.5%	77.4%	72.8%	71.2%	70.4%	69.8%	72.4%	75.0%	77.6%	79.6%	80.2%
Osborn Hill	97.2%	92.9%	88.1%	84.5%	80.8%	81.2%	84.5%	88.7%	92.9%	98.2%	100.4%
Riverfield	81.2%	81.0%	76.4%	75.8%	75.6%	77.2%	78.4%	80.8%	84.5%	88.1%	88.7%
Roger Sherman	104.1%	106.1%	101.3%	100.4%	100.6%	105.0%	103.2%	105.4%	111.3%	115.8%	116.5%
Stratfield	81.5%	71.6%	66.5%	63.3%	61.9%	60.7%	62.3%	65.3%	68.5%	71.2%	74.0%
<b>Total</b>	<b>91.0%</b>	<b>88.7%</b>	<b>83.8%</b>	<b>82.0%</b>	<b>80.9%</b>	<b>81.4%</b>	<b>82.9%</b>	<b>85.5%</b>	<b>89.0%</b>	<b>92.1%</b>	<b>93.7%</b>

Pre-K program at Burr and Dwight are half day programs that share a classroom. Therefore only half of Pre-K enrollment was used in utilization calculations



# Scenario D Considerations

- Focuses only on racial imbalance at McKinley
  - Does not address overcrowding at Mill Hill, or Roger Sherman
  - Portable classrooms remain at Mill Hill
  - Low projected utilization at North Stratfield and Stratfield
  - Separate pocket redistricting could be undertaken in the future once the Mill Hill construction project is complete
- Minimizes redistricting impacts: Would move 169 K-4 students (4.6%) if implemented for 2016-17 school year.
- McKinley would have been “impending imbalance” each of the last four years.
  - Greater than 20% of district average in three of the last four years
- Moves Holland Hill to “impending imbalance” each of the last four years.
  - Between 15%-18% above district average.
- Will increase utilization at Fairfield Woods Middle School





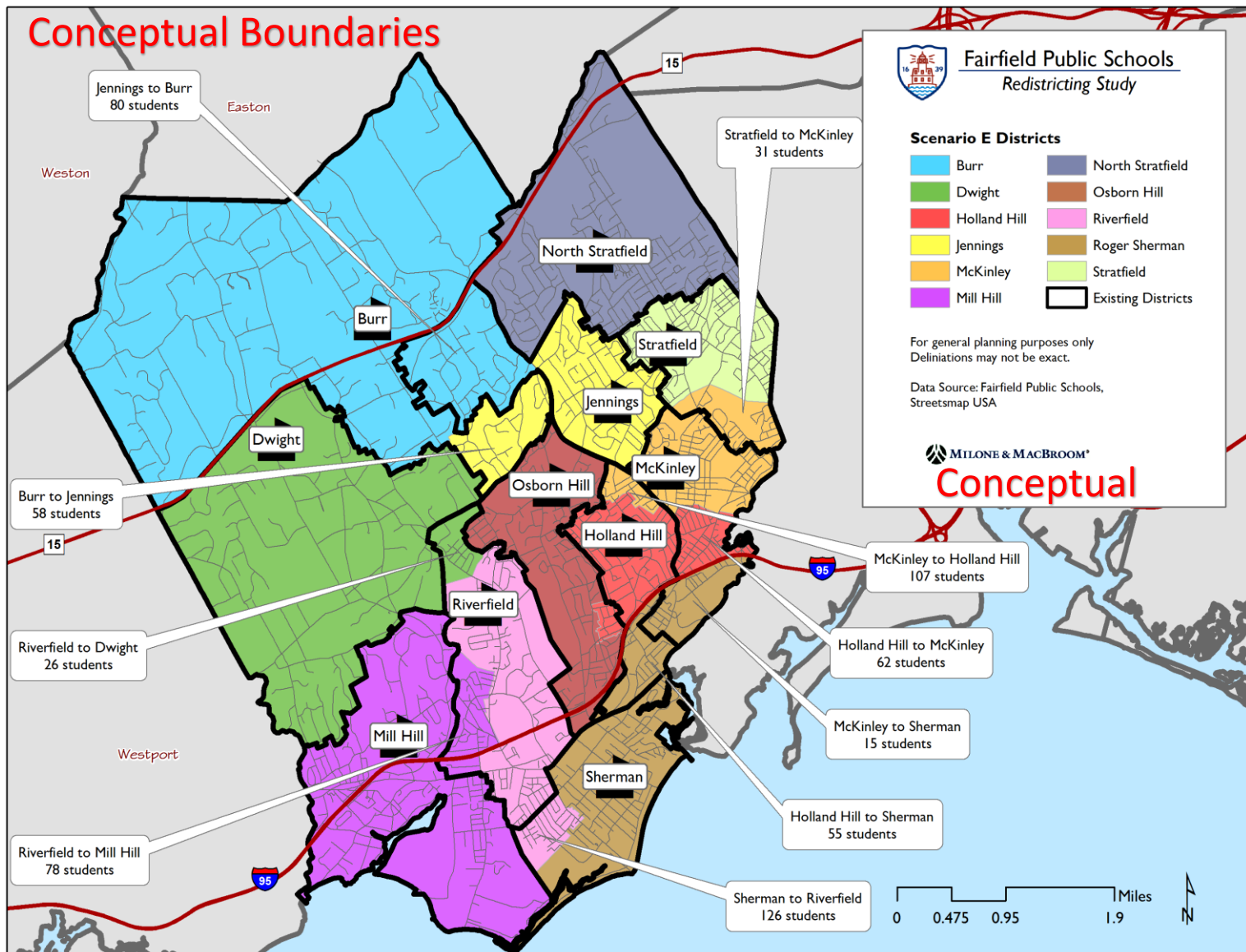
# Preliminary Redistricting Scenarios

## Scenario E and F

- Both the Mill Hill and Holland Hill construction projects move forward  
Both schools become 504 student schools
- All portable classrooms removed
- Comprehensive redistricting
- Opt-in, Open Choice (non-Fairfield residents), and SPED/CLC students remain in current schools



# Scenario E Boundaries





# Scenario E Overview

School	2015-16 Enrollment	Functional Capacity <sup>1</sup>	Percent Utilization	Minority Composition	Percent Deviation
Burr *	446	504	84.9%	18.0%	-2.7%
Dwight *	372	378	93.7%	11.9%	-8.8%
Holland Hill	426	504	84.5%	35.2%	14.5%
Jennings	298	378	78.8%	19.8%	-0.9%
McKinley	404	504	80.2%	39.9%	19.2%
Mill Hill	460	504	91.3%	14.3%	-6.4%
North Stratfield	416	504	82.5%	20.7%	0.0%
Osborn Hill	461	504	91.5%	15.0%	-5.7%
Riverfield	431	504	85.5%	13.2%	-7.5%
Sherman	425	462	92.0%	21.4%	0.7%
Stratfield	411	504	81.5%	18.0%	-2.7%
<b>District</b>	<b>4,550</b>	<b>5,250</b>	<b>86.7%</b>	<b>20.7%</b>	<b>0.0%</b>

Source: Fairfield Public Schools

Minority composition numbers are unofficial

Impending Imbalance

\* Includes Pre-K enrollment at Burr and Dwight  
As if Scenario E Districts were in place



# Scenario E Diversity

	Minority Composition			
School	2012-13	2013-14	2014-15	2015-16
Burr	14.0%	13.9%	17.6%	18.0%
Dwight	13.8%	11.5%	12.4%	11.9%
Holland Hill	34.3%	35.3%	36.8%	35.2%
Jennings	21.9%	19.2%	19.3%	19.8%
McKinley	34.9%	38.9%	40.8%	39.9%
Mill Hill	14.7%	14.9%	13.1%	14.3%
North Stratfield	19.6%	20.0%	22.2%	20.7%
Osborn Hill	9.1%	11.5%	12.2%	15.0%
Riverfield	12.9%	11.3%	11.4%	13.2%
Sherman	18.6%	19.1%	20.1%	21.4%
Stratfield	17.9%	17.2%	18.8%	18.0%
District	19.0%	19.4%	20.5%	20.7%

Source: Fairfield Public Schools PSIS Enrollment Data

Impending Imbalance

As if Scenario E Districts were in place

2015-16 numbers are unofficial



# Scenario E Projections & Utilization

## PK-5 Enrollment Projections, by School

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	446	441	426	409	404	410	426	430	446	465	473
Dwight	372	371	352	351	348	341	342	357	378	384	391
Holland Hill	426	429	407	411	407	410	423	440	454	463	469
Jennings	298	294	267	280	276	282	280	290	303	308	310
McKinley	404	394	381	365	360	352	358	368	384	399	403
Mill Hill	460	448	416	398	392	405	414	422	441	458	473
North Stratfield	416	390	367	359	354	349	365	377	389	401	404
Osborn Hill	461	441	421	401	380	379	396	412	431	455	467
Riverfield	430	432	399	397	392	398	402	410	434	453	457
Roger Sherman	426	430	414	407	407	425	421	430	441	452	458
Stratfield	411	361	335	319	314	306	315	331	347	359	374
<b>Total</b>	<b>4,550</b>	<b>4,431</b>	<b>4,185</b>	<b>4,097</b>	<b>4,034</b>	<b>4,057</b>	<b>4,142</b>	<b>4,267</b>	<b>4,448</b>	<b>4,597</b>	<b>4,679</b>

Individual school projections may differ slightly from district-wide projections due to rounding  
Includes Pre-K Enrollment at Burr and Dwight

## PK-5 Utilization Projections, by School

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	84.9%	83.9%	81.0%	77.6%	76.6%	77.8%	81.0%	81.7%	84.9%	88.7%	90.3%
Dwight	93.7%	93.4%	88.4%	88.1%	87.3%	85.4%	85.7%	89.7%	95.2%	96.8%	98.7%
Holland Hill	84.5%	85.1%	80.8%	81.5%	80.8%	81.3%	83.9%	87.3%	90.1%	91.9%	93.1%
Jennings	78.8%	77.8%	70.6%	74.1%	73.0%	74.6%	74.1%	76.7%	80.2%	81.5%	82.0%
McKinley	80.2%	78.2%	75.6%	72.4%	71.4%	69.8%	71.0%	73.0%	76.2%	79.2%	80.0%
Mill Hill	91.3%	88.9%	82.5%	79.0%	77.8%	80.4%	82.1%	83.7%	87.5%	90.9%	93.8%
North Stratfield	82.5%	77.4%	72.8%	71.2%	70.2%	69.2%	72.4%	74.8%	77.2%	79.6%	80.2%
Osborn Hill	91.5%	87.5%	83.5%	79.6%	75.4%	75.2%	78.6%	81.7%	85.5%	90.3%	92.7%
Riverfield	85.3%	85.7%	79.2%	78.8%	77.8%	79.0%	79.8%	81.3%	86.1%	89.9%	90.7%
Roger Sherman	92.2%	93.1%	89.6%	88.1%	88.1%	92.0%	91.1%	93.1%	95.5%	97.8%	99.1%
Stratfield	81.5%	71.6%	66.5%	63.3%	62.3%	60.7%	62.5%	65.7%	68.8%	71.2%	74.2%
<b>Total</b>	<b>86.7%</b>	<b>84.4%</b>	<b>79.7%</b>	<b>78.0%</b>	<b>76.8%</b>	<b>77.3%</b>	<b>78.9%</b>	<b>81.3%</b>	<b>84.7%</b>	<b>87.6%</b>	<b>89.1%</b>

Pre-K program at Burr and Dwight are half day programs that share a classroom. Therefore only half of Pre-K enrollment was used in utilization calculations



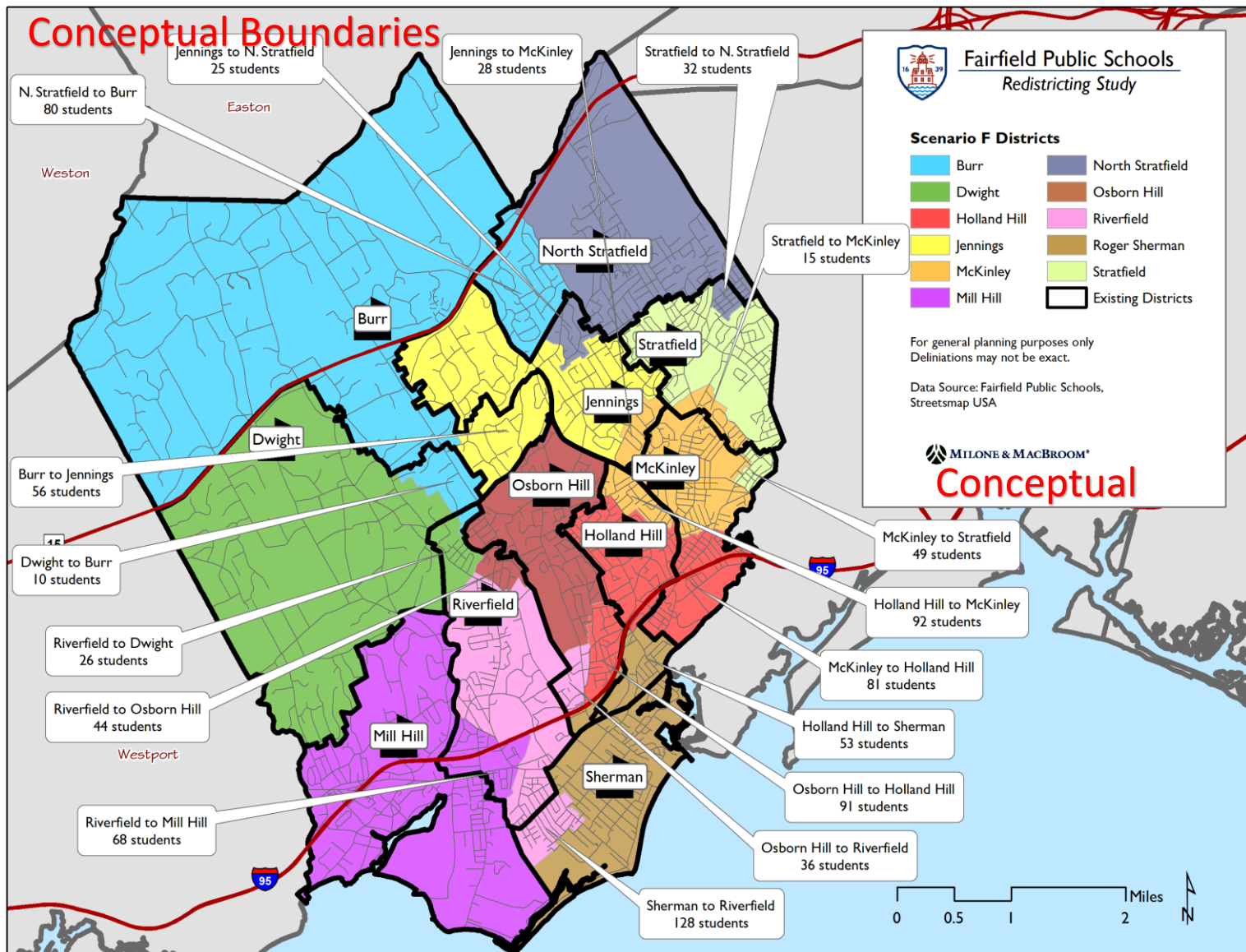


# Scenario E Considerations

- Would move 560 K-4 students (15.1%) if implemented for 2016-17 school year
- Most schools projected to be under 90% utilization for the next 7 years.
  - Overcrowding may become an issue at Sherman
  - Underutilization at Stratfield could be an opportunity to add Pre-K program and/or opt-in seats as space becomes available.
- McKinley would be “impending imbalanced” each of the last four years.
  - Under 20% of district racial balance threshold for 3 out of last 4 years. (Max of 20.2%)
- Holland Hill would be “impending imbalanced” for three of the last four years.
- Some Riverfield walkers impacted



# Scenario F Boundaries





# Scenario F Overview

School	2015-16 Enrollment	Functional Capacity	Percent Utilization	Minority Composition	Percent Deviation
Burr *	458	504	87.3%	18.0%	-2.7%
Dwight *	362	378	91.0%	12.3%	-8.4%
Holland Hill	434	504	86.1%	31.1%	10.4%
Jennings	323	378	85.4%	18.6%	-2.1%
McKinley	438	504	86.9%	40.0%	19.3%
Mill Hill	450	504	89.3%	15.6%	-5.1%
North Stratfield	393	504	78.0%	22.1%	1.4%
Osborn Hill	407	504	80.8%	14.3%	-6.5%
Riverfield	435	504	86.3%	12.6%	-8.1%
Sherman	406	462	87.9%	20.2%	-0.5%
Stratfield	444	504	88.1%	20.0%	-0.7%
<b>District</b>	<b>4,550</b>	<b>5,250</b>	<b>86.7%</b>	<b>20.7%</b>	<b>0.0%</b>

Source: Fairfield Public Schools

Minority composition numbers are unofficial

Impending Imbalance

\* Includes Pre-K enrollment at Burr and Dwight  
As if Scenario F Districts were in place



# Scenario F Diversity

	Minority Composition			
School	2012-13	2013-14	2014-15	2015-16
Burr	14.7%	14.1%	17.7%	18.0%
Dwight	14.0%	11.7%	12.8%	12.3%
Holland Hill	28.4%	29.7%	30.4%	31.1%
Jennings	19.9%	17.5%	18.2%	18.6%
McKinley	37.8%	39.8%	42.6%	40.0%
Mill Hill	14.7%	15.4%	13.7%	15.6%
North Stratfield	20.0%	20.8%	22.8%	22.1%
Osborn Hill	8.6%	11.4%	12.6%	14.3%
Riverfield	13.7%	11.7%	11.6%	12.6%
Sherman	17.9%	18.3%	19.0%	20.2%
Stratfield	18.1%	18.9%	19.7%	20.0%
District	19.0%	19.4%	20.5%	20.7%

Source: Fairfield Public Schools PSIS Enrollment Data

Impending Imbalance

As if Scenario F Districts were in place

2015-16 numbers are unofficial



# Scenario F Projections & Utilization

## PK-5 Enrollment Projections, by School

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	458	460	444	425	428	428	446	450	467	486	488
Dwight	362	357	339	338	336	330	331	345	362	367	372
Holland Hill	434	438	419	418	421	424	430	443	459	473	477
Jennings	323	316	291	303	299	304	303	312	322	331	334
McKinley	438	423	404	394	390	384	396	406	417	429	433
Mill Hill	450	438	404	393	391	402	420	428	446	459	472
North Stratfield	393	362	336	330	320	318	332	346	357	365	373
Osborn Hill	407	383	364	350	346	348	360	377	386	403	404
Riverfield	435	441	405	393	379	385	387	393	422	442	454
Roger Sherman	406	410	393	385	381	402	399	408	423	439	448
Stratfield	444	402	379	359	350	344	348	361	384	401	419
<b>Total</b>	<b>4,550</b>	<b>4,430</b>	<b>4,178</b>	<b>4,088</b>	<b>4,041</b>	<b>4,069</b>	<b>4,152</b>	<b>4,269</b>	<b>4,445</b>	<b>4,595</b>	<b>4,674</b>

Individual school projections may differ slightly from district-wide projections due to rounding

Includes Pre-K enrollment at Burr (32 students), Dwight (25 students), but not students who attend the Pre-K center.

## PK-5 Utilization Projections, by School

School	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Burr	87.3%	87.7%	84.5%	80.8%	81.3%	81.3%	84.9%	85.7%	89.1%	92.9%	93.3%
Dwight	91.0%	89.7%	84.9%	84.7%	84.1%	82.5%	82.8%	86.5%	91.0%	92.3%	93.7%
Holland Hill	86.1%	86.9%	83.1%	82.9%	83.5%	84.1%	85.3%	87.9%	91.1%	93.8%	94.6%
Jennings	85.4%	83.6%	77.0%	80.2%	79.1%	80.4%	80.2%	82.5%	85.2%	87.6%	88.4%
McKinley	86.9%	83.9%	80.2%	78.2%	77.4%	76.2%	78.6%	80.6%	82.7%	85.1%	85.9%
Mill Hill	89.3%	86.9%	80.2%	78.0%	77.6%	79.8%	83.3%	84.9%	88.5%	91.1%	93.7%
North Stratfield	78.0%	71.8%	66.7%	65.5%	63.5%	63.1%	65.9%	68.7%	70.8%	72.4%	74.0%
Osborn Hill	80.8%	76.0%	72.2%	69.4%	68.7%	69.0%	71.4%	74.8%	76.6%	80.0%	80.2%
Riverfield	86.3%	87.5%	80.4%	78.0%	75.2%	76.4%	76.8%	78.0%	83.7%	87.7%	90.1%
Roger Sherman	87.9%	88.7%	85.1%	83.3%	82.5%	87.0%	86.4%	88.3%	91.6%	95.0%	97.0%
Stratfield	88.1%	79.8%	75.2%	71.2%	69.4%	68.3%	69.0%	71.6%	76.2%	79.6%	83.1%
<b>Total</b>	<b>86.7%</b>	<b>84.4%</b>	<b>79.6%</b>	<b>77.9%</b>	<b>77.0%</b>	<b>77.5%</b>	<b>79.1%</b>	<b>81.3%</b>	<b>84.7%</b>	<b>87.5%</b>	<b>89.0%</b>

Pre-K program at Burr and Dwight are half day programs that share a classroom. Therefore only half of Pre-K enrollment was used in utilization calculations



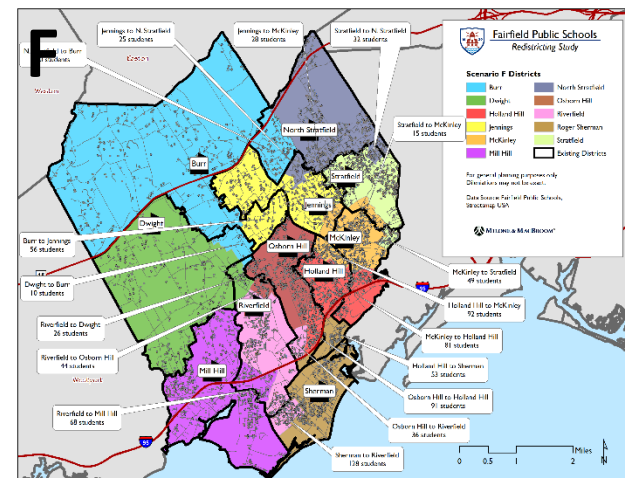
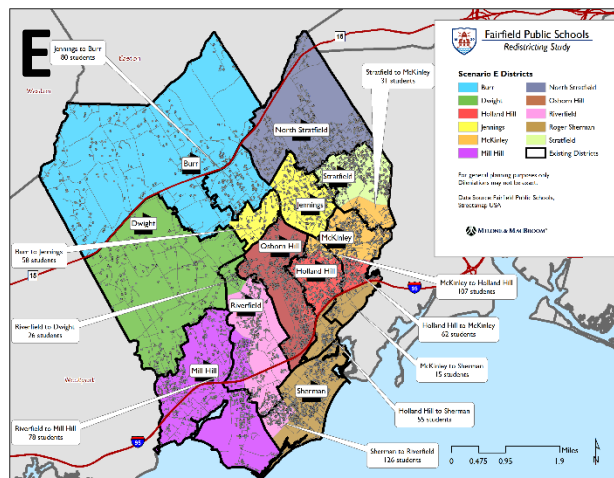
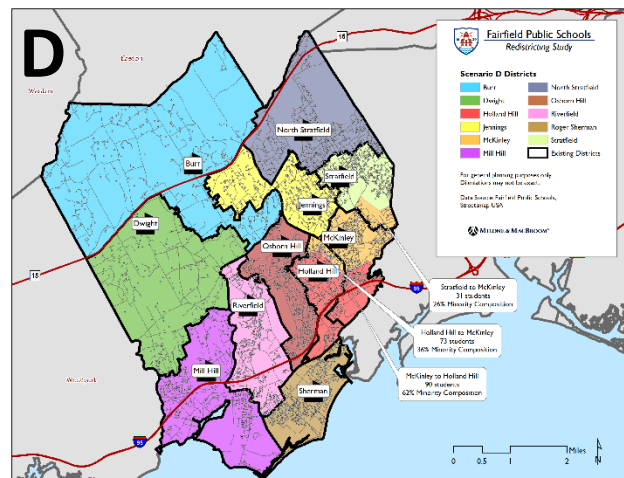
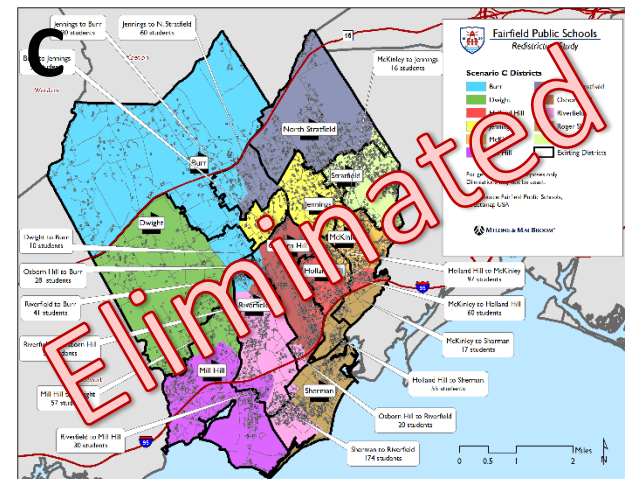
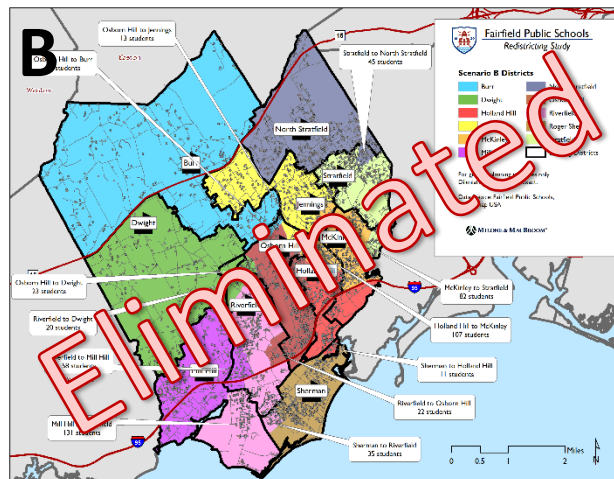
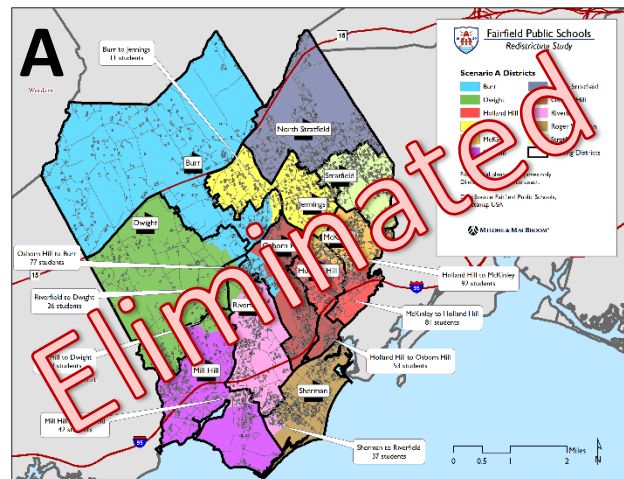


# Scenario F Considerations

- Would move 773 K-4 students (20.9%) if implemented for 2016-17 school year. Most students moved of any scenario
  - Many small areas moved
- All schools projected to be under 90% utilization for the next seven years
  - Underutilization at North Stratfield and Stratfield could be an opportunity to add Pre-K program and/or opt-in seats as space becomes available.
- McKinley would be “impending imbalanced” each of the last four years.
  - Under 20% of district racial balance threshold for 2 out of last 4 years. (Max of 22.1%)
- Holland Hill racially balanced each of the last 4 years.
- Some Riverfield walkers impacted



# Scenario Comparison





# Scenario Comparison

## Redistricting Impacts

Number of K-4 students redistricted if Scenario were implemented for the 2016-17 school year

Scenario	Grade					Redistricted Students	
	K	1	2	3	4	Total	% of Total
Scenario D	26	26	45	31	41	169	4.6%
Scenario E	114	92	124	108	122	560	15.1%
Scenario F	150	140	171	146	166	773	20.9%



# Scenario Comparison

Scenario	New Construction	Percent of K-4 <sup>1</sup> Students Moved	Deviation from District Racial Balance (2015-16)		# of Schools with > 90% Utilization <sup>2,3</sup>	# of Schools with > 100% Utilization <sup>2,3</sup>	Portables Removed
			McKinley <sup>2</sup>	Holland Hill <sup>2</sup>			
Existing	None	0.0%	+27.2 (imbalanced)	+12.1 (balanced)	4	3	None
Scenario D	HH	4.6%	+20.5 (impending)	+17.7 (impending)	3	2	Holland Hill Only
Scenario E	HH and MH	15.1%	+19.2 (impending)	+14.5 (balanced)	4	0	All
Scenario F	HH and MH	20.9%	+19.3 (impending)	+10.4 (balanced)	1	0	All

1. Number of current K-4 students who would be moved for the 2016-17 school year if scenario districts were in place

2. As if Districts were in place today.

3. Existing portable classrooms are included in the functional capacity for the Existing Conditions. Portables remained at Mill Hill in Scenario D.



# Scenario Comparison: Middle School Impacts

## Middle School Feeder Pattern

Feeder Schools remain the same, but are based on new Elementary School Districts

### Fairfield Woods

Holland Hill

Jennings

North Stratfield

Osborn Hill

### Roger Ludlowe

Dwight

Mill Hill

Riverfield

Roger Sherman

### Tomlinson

Burr

McKinley

Stratfield



# Scenario Comparison: Middle School Impacts

**Middle School Enrollment: 2015-16**

Middle School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Woods	840	888	927	895	881
Ludlowe	875	805	804	852	824
Tomlinson	700	693	655	639	681
<b>District</b>	<b>2,415</b>	<b>2,386</b>	<b>2,386</b>	<b>2,386</b>	<b>2,386</b>

<sup>1</sup> Functional Capacities provided by Fairfield Public Schools, 2015-16 Building Database  
As if Scenario Districts were in place for the 2015-16 school year

**Projected Middle School Enrollment: 2020-21**

Middle School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Woods	840	834	851	805	773
Ludlowe	875	765	783	848	815
Tomlinson	700	643	609	590	655
<b>District</b>	<b>2,415</b>	<b>2,242</b>	<b>2,242</b>	<b>2,242</b>	<b>2,242</b>

<sup>1</sup> Functional Capacities provided by Fairfield Public Schools, 2015-16 Building Database  
As if Scenario Districts were in place for the 2015-16 school year

**Middle School Utilization: 2015-16**

Middle School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Woods	840	105.7%	110.4%	106.5%	104.9%
Ludlowe	875	92.0%	91.9%	97.4%	94.2%
Tomlinson	700	99.0%	93.6%	91.3%	97.3%
<b>District</b>	<b>2,415</b>	<b>98.8%</b>	<b>98.8%</b>	<b>98.8%</b>	<b>98.8%</b>

<sup>1</sup> Functional Capacities provided by Fairfield Public Schools, 2015-16 Building Database  
As if Scenario Districts were in place for the 2015-16 school year

**Projected Middle School Utilization: 2020-21**

Middle School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Woods	840	99.3%	101.3%	95.8%	92.0%
Ludlowe	875	87.4%	89.5%	96.9%	93.1%
Tomlinson	700	91.9%	87.0%	84.3%	93.6%
<b>District</b>	<b>2,415</b>	<b>92.8%</b>	<b>92.8%</b>	<b>92.8%</b>	<b>92.8%</b>

<sup>1</sup> Functional Capacities provided by Fairfield Public Schools, 2015-16 Building Database  
As if Scenario Districts were in place for the 2015-16 school year





# Scenario Comparison: High School Impacts

## High School Feeder Pattern

Feeder Schools remain the same, but are based on new Elementary School Districts

### Fairfield Warde

**Burr**

**Jennings**

**McKinley**

**North Stratfield**

**Stratfield**

### Fairfield Ludlowe

**Dwight**

**Roger Sherman**

**Mill Hill**

**Holland Hill**

**Riverfield**

**Osborn Hill**



# Scenario Comparison: High School Impacts

**High School Enrollment: 2015-16**

High School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Ludlowe	1,400	1,513	1,430	1,622	1,555
Fairfield Warde	1,400	1,537	1,620	1,428	1,495
Fitzgerald Campus	75	29	29	29	29
<b>District</b>	<b>2,875</b>	<b>3,079</b>	<b>3,079</b>	<b>3,079</b>	<b>3,079</b>

As if Scenario Districts were in place for the 2015-16 school year

Students who attended the alternative High School Program at the Walter Fitzgerald Campus were not redistricted

**Projected High School Enrollment: 2020-21**

High School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Ludlowe	1,400	1,492	1,438	1,390	1,453
Fairfield Warde	1,400	1,469	1,523	1,571	1,508
Fitzgerald Campus	75	29	29	29	29
<b>District</b>	<b>2,875</b>	<b>2,990</b>	<b>2,990</b>	<b>2,990</b>	<b>2,990</b>

As if Scenario Districts were in place for the 2015-16 school year

Students who attended the alternative High School Program at the Walter Fitzgerald Campus were not redistricted

**High School Utilization: 2015-16**

High School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Ludlowe	1,400	108.1%	102.1%	115.9%	111.1%
Fairfield Warde	1,400	109.8%	115.7%	102.0%	106.8%
Fitzgerald Campus	75	38.7%	38.7%	38.7%	38.7%
<b>District</b>	<b>2,875</b>	<b>107.1%</b>	<b>107.1%</b>	<b>107.1%</b>	<b>107.1%</b>

As if Scenario Districts were in place for the 2015-16 school year

Students who attended the alternative High School Program at the Walter Fitzgerald Campus were not redistricted

**Projected High School Utilization: 2020-21**

High School	FPS Functional Capacity <sup>1</sup>	Existing Districts	Scenario D	Scenario E	Scenario F
Fairfield Ludlowe	1,400	106.6%	102.7%	99.3%	103.8%
Fairfield Warde	1,400	104.9%	108.8%	112.2%	107.7%
Fitzgerald Campus	75	38.7%	38.7%	38.7%	38.7%
<b>District</b>	<b>2,875</b>	<b>104.0%</b>	<b>104.0%</b>	<b>104.0%</b>	<b>104.0%</b>

As if Scenario Districts were in place for the 2015-16 school year

Students who attended the alternative High School Program at the Walter Fitzgerald Campus were not redistricted



# Conclusions

## 1.) Scenario A, B, and C

- Racial Imbalance at McKinley and overcrowding at Holland Hill, Mill Hill, and Roger Sherman cannot be solved without school construction projects. Portable classrooms cannot be removed by redistricting alone. Significant disruption and racial balance may not be sustained in the long term.

## 2.) Scenario D

- Pocket redistricting can mitigate racial imbalances at McKinley after the Holland Hill Construction Project is completed. However it , would result in Holland Hill becoming impending imbalanced (between 15% and 18% higher than district). Moves the fewest students, but does not address overcrowding at Mill Hill or Roger Sherman.

## 3.) Scenario E and F

- Following the completion of the Holland Hill and Mill Hill Construction Projects, the district can achieve racial balance objectives at McKinley. In addition, all portable classrooms can be removed and utilization targets can be achieved. However, it requires comprehensive redistricting, which would redistrict large numbers of students.



# Discussion

## EDUCATIONAL SPECIFICATIONS FOR FAIRFIELD WOODS MIDDLE SCHOOL PARTIAL RE-ROOFING PROJECT

1. **Project Rationale:** Replace the roofing membrane, insulation and flashing on Fairfield Woods Middle School at multiple roof sections in order to provide a weather-tight building envelope and to protect the internal structures and materials.
2. **Long Range Plan:** A review of enrollment forecasts indicates that this school will be required to house Fairfield students for the foreseeable future.
3. **The Project:** To remove existing roofing materials and provide decking (as necessary), insulation, flashing, expansion joint restoration, surface membrane and structural components as need indicates.
4. **Enrollment Data:** The 10/01/2015 enrollment of this school was 887 students
5. **Learning Activities:** Learning activities are carried out using district-wide curriculum criteria.
6. **Support Facilities:** The building is a fully operational middle school and contains standard support such as administration, health, storage, school lunch, custodial, arts, physical education, etc.
7. **Community Uses:** The Fairfield Board of Education has a long-standing practice of making all school facilities available to community groups. Each year the general public uses our buildings through our reservations program. Schools will continue to be available to the community.
8. **Systems:** N.A.
9. **Environment:** Fairfield schools provide an environment that is conducive to the learning process. All aspects of environment have been considered. These include, but are not be limited to, adequate climate control, ventilation, appropriate lighting, furniture designed for student use, instructional support items such as chalkboards, acoustical environment, handicapped access, windows and doors.
10. **Equipment:** N.A.
11. **Site Development:** N.A.

## **EDUCATIONAL SPECIFICATIONS FOR FAIRFIELD PUBLIC SCHOOLS**

### **Safety and Security Improvements**

#### **LOCATIONS:**

- Burr Elementary
- Dwight Elementary
- Holland Hill Elementary
- Jennings Elementary
- McKinley Elementary
- Mill Hill Elementary
- North Stratfield Elementary
- Osborn Hill Elementary
- Riverfield Elementary
- Sherman Elementary
- Stratfield Elementary
- Fairfield Woods Middle
- Roger Ludlowe Middle
- Tomlinson Middle
- Fairfield Ludlowe High
- Fairfield Warde High & ECC

#### **PROJECT RATIONALE**

Following the tragic events at Sandy Hook Elementary School the Fairfield Public Schools requested that the Fairfield Police Department conduct a School Safety and Security Assessment of all Fairfield Public School facilities. One recommendation of this assessment was to install product(s) to delay/deter unwanted entry into our facilities via readily accessible door and window locations.



## **LONG-RANGE PLAN**

The long-range plan for the school facilities for the Fairfield Public Schools calls for provision of a safe and appropriate learning environment. In accordance with this aspect of the plan, Fairfield will undertake a Safety and Security project at all Fairfield Public Schools facilities.

The Fairfield Public Schools plans to continue to utilize all Fairfield Public School facilities in their current capacity for the next twenty years.

## **THE PROJECT**

The Fairfield Public Schools proposes a window and glazing security reinforcement project at all Fairfield Public Schools facilities. These improvements will be in accordance with the recommendations contained in the Fairfield Police Department's School Safety and Security Assessment.

# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

Town Of Fairfield - Dept 001 ("Customer"), pertaining to the building to be retrofitted at

REDDING RD 1600 ; FAIRFIELD, CT (the "Facility"), **MEO Project # OhcK**, by

NXEGEN, LLC (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

### BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with energy efficient measures (each an "Individual Measure" and collectively, the "Measures") in the Customers' facilities. This Agreement provides the terms and conditions for payment of Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities program. Customer expressly represents and warrants that the execution, delivery and performance by Customer of this Agreement are within such Customer's powers and have been duly authorized by all necessary action on the part of the Municipality (or any other person or entity, as applicable). This Agreement constitutes a valid and binding agreement of the Customer, enforceable against such Customer in accordance with its terms. Customer further acknowledges and agrees that it has selected the Installing Vendor and has and will continue to be solely responsible for such selection, which selection was in accordance with any and all legal, governmental or regulatory rules and requirements (whether federal, state, municipal or otherwise) applicable to Customer. Any payments (if any) made by UI to Installing Vendor in connection with Installing Vendor's installation of ECMs hereunder at the Facility and pursuant to Customer's direction as provided for herein, are made by UI solely in its role as administrator of conservation and load management programs approved by the Connecticut Public Utilities Regulatory Authority. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs for Customer, and/or any agreement that Installing Vendor and Customer may have entered into in connection with such installation.

### 1. CUSTOMER ELIGIBILITY

Any municipality that is a retail end use UI customer is eligible to participate in the Energy Opportunities program.

### 2. INCENTIVES

- Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

### 3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.
- Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.



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# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### 4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

### 5. CANCELLATION

- a. Customer may cancel this Agreement at any time by providing UI with written notice of the same.
- b. UI may cancel this Agreement immediately without notice to the Customer if any of the following conditions exist:
  - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
  - ii. the Customer fails to initiate installation or construction of the project within 60 Business days of UI's approval date;
  - iii. the Customer has not submitted to UI a written explanation, acceptable to UI in its sole discretion outlining the reasons why the initiation of the construction process has not begun within 60 Business Days of the approval date. These situations will be subject to UI review on an individual basis;
  - iv. the Customer fails to complete the installation of the ECMs within 10 months of UI's approval date;
  - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

### 6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.
- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

### 7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.



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# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

### 8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by Customer in connection with this program may be reduced by UI in its sole discretion and only incentive levels approved by UI in connection with this Agreement are eligible to be earned by Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime and without any prior notices to Customer.
- c. In the event that, following execution and delivery of this Agreement, the program is modified or cancelled for any reason, this Agreement will continue in effect pursuant of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

### 9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.
- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis



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# ENERGY OPPORTUNITIES

I-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### 10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

### 11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

### 12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy Conservation and Load Management Fund ("C&LM Fund"). In the event that all or any part of UI's C&LM Fund is designated by legislative or regulatory action for purposes other than implementation of UI's C&LM programs, and UI determines that the C&LM Fund is insufficient to cover the cost of such programs, UI shall have no obligation to pay any incentives hereunder and shall have no further liability to the customer. Customer shall not hold UI liable in any way and shall hereby hold UI harmless from and against any and all liabilities, costs or damages incurred by Customer in the event of a program funding reduction or elimination, including but not limited to the insufficiency of the C&LM Fund to cover the cost of C&LM programs as determined by UI.

### 13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.

### 14. FINANCING OPTION

- a. Third party financing for the ECMs to be installed at Customer's Facility pursuant to this Agreement may be available to Customer from a UI designated third party financing provider ("TPFP") provided that Customer's project meets (among other requirements) the following eligibility requirements:
  - (i) The project has a Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
  - (ii) The project is eligible for inclusion in UI's Energy Opportunities program.
  - (iii) The project does not participate in other financing options under Connecticut Energy Efficiency Funds (CEEFF) programs administered by UI, specifically the Municipal loan with on-bill repayment.
  - (iv) The project is not a federal government or agency project.
  - (v) The project includes only equipment retrofits (i.e., it does not involve new construction or major renovation).
  - (vi) The Customer is an existing business which has been in operation for three (3) years and qualifies through the TPFP's business credit review
- b. Customer acknowledges and agrees that, in addition to the foregoing project eligibility requirements, Customer must apply to the TPFP in order to secure financing by the TPFP for its project (as described herein). The decision by the TPFP to provide (or not provide) financing to Customer in connection with its project is at the sole discretion of the TPFP and Customer acknowledges and agrees that UI is not responsible in any way for any decision by the TPFP to provide, or not to provide,



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# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

financing for Customer's project. In addition to the foregoing, any and all financing transactions as between the TFPF and Customer in connection with the project are solely as between such parties. UI is not responsible in any way for any and all decisions, acts or omissions of the TFPF in connection with any and all financing transactions as between the TFPF and Customer in connection with Customer's project. Customer hereby agrees to indemnify, defend, and hold harmless, UI, from any and all claims, actions, costs, expense, damages, and liabilities, including reasonable attorney's fees, resulting from or arising out of Customer's decision to seek financing for its project from the TFPF, including but not limited to any and all action or inaction of the TFPF related to the same.

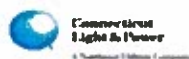
- c. In the event that Customer receives financing from the TFPF as contemplated and provided for herein, UI may, in its sole discretion, provide an "interest rate buy down" in connection with such TFPF financing. An "interest rate buy down" means an upfront payment provided by UI (through use of CEEF funds) to the TFPF in order to lower the interest rate paid by Customer to the TFPF over time. An interest rate buy down is only available to Customer in connection with TFPF loans that are no less than \$2,000 and no greater than \$100,000. In the event that Customer (i) is eligible for and receives financing for its project from the TFPF pursuant to the TFPF's EO financing program and (ii) UI determines, in its sole discretion, that it will provide an interest rate buy down in connection with such TFPF financing for Customer's project, then Customer will receive 100% of the incentive calculated by UI for the Customer's project and a partial interest buy down or subsidy, which in turn determines the available interest for the project either 4.99%, 2.99%, or 0% loans respectively. The maximum term of TFPF loans for which Customer receives an interest rate buy down from UI shall be (i) the Net Simple Payback Period for the project plus one year or (ii) five years, whichever is less. Net Simple Payback Period is defined as (A) the total cost of Customer's project that is the subject of this Agreement minus the incentive calculated by UI for the project divided by (B) the estimated energy savings expected to be experienced by Customer as a result of the project (as calculated by UI).
- d. Customer may seek additional financing from the TFPF, typically up to a total amount of \$1,000,000. Any projects that exceed \$1,000,000 would be reviewed on a case by case basis. However, financed amounts greater than \$100,000 are not eligible for any interest rate buy down from the CEEF funds. Any financed amounts greater than \$100,000 will be subject to current market interest rates and will be determined by the TFPF.
- e. Customer may seek financing of its project from any third party financing entity provided, however, any interest buy down that the CEEF Fund and UI may provide with respect to Customer's project, if at all, shall only be applicable with respect to TFPF financing pursuant to the terms and conditions provided for herein.

### 15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.
- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

### 16. LIMITATION OF LIABILITY

UI shall not be liable to Customer for any damages in contract or tort or otherwise including negligence caused by any activities in connection with this Agreement or in connection with the retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs but only as and if such incentives become payable to Customer and only to the extent that such incentives are not subject to repayment as provided for in this Agreement. In no case shall UI be liable to Customer for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind, including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.





## Municipal Energy Opportunities Standard Agreement

### 17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and all claims, actions, costs, expenses, damages, and liabilities including reasonable attorney's fees, resulting, from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Customer's employees or other authorized agents in connection with Customer's activities within the scope of this Agreement, including, without limitation, claims arising from Customer's installation and/or maintenance of HVAC units in compliance with current standards for the performance of such units published or recognized by ASHRAE. Customer's duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

### 18. NO WARRANTIES

- a. Customer acknowledges and agrees that neither UI nor any of UI's employees or consultants are responsible for assuring that the design, analysis, engineering, and retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

### 19. NO TAX LIABILITY

UI is not responsible for any tax liability imposed on the Customer or the Customer's authorized recipient as a result of the incentive payment.

### 20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE

### 21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

### 22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

### 23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor as the sole recipient of any incentives and/or installation cost reimbursements owed to Customer under this program. Customer's written designation shall also state that Customer acknowledges and agrees that it has no further claim or right, title or interest in and to any such incentives and / or installation reimbursements.
- b. In addition to the requirements set forth in Paragraph 23 (a) above, Customer must request the change in incentive / installation cost recipient by signing the designated area on Schedule A.
- c. In addition to the requirements set forth in Paragraph 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, Customer must supply or cause its designated recipient to supply UI with a Letter of Acknowledgement and a completed W-9 containing designated recipient's Federal Tax Identification number.
- d. In addition to the foregoing, prior to the release by UI of any incentive/installation cost reimbursement by UI to the Installing Vendor, Installing Vendor shall execute an acknowledgment in the form attached hereto as Exhibit 1 and Customer shall cause Installing Vendor to execute the same.

### 24. PUBLICITY OF CUSTOMER PARTICIPATION



# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

UI may, with Customer's consent, publicize Customer's participation in the program, the results of Customer's participation in the program, the value of incentives paid to Customer by UI under the program, and any other information relating to or in connection with Customer's participation in the program.

### 25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

### 26. EXISTING and NEW SELF-GENERATION

The incentive amount paid by UI to Customer under this Agreement will be determined by UI based on UI's evaluation of the net benefit of the ECMs for which Customer is receiving an incentive to UI's customers as a whole ("Net Customer Benefit"). Accordingly, UI will establish and reserves the right to reduce the incentive amount in order to reflect the impact of Customer's existing self-generation or new self-generation installed after the Effective Date hereof (as the case may be) to reflect the impact of such self-generation on UI's Net Customer Benefit calculation. UI may require Customer to refund to UI all or a portion of the incentive amount paid to reflect the reduced Net Customer Benefit. Any interconnection of new self-generation to the utility grid must comply with UI's then current policies and standards governing such interconnections.

### 27. FORWARD CAPACITY MARKET PAYMENTS / CREDITS

By signing this document and as a condition to receiving an incentive pursuant to this program, Customer hereby assigns to UI any and all payments, benefits and/or credits in connection with the Forward Capacity Market or any currently existing or successor or replacement markets, (including, but not limited to, any and all "LICAP", "ICAP", transitional credits or payments or any and all other capacity-related credits, payments and/or benefits for which Customer is eligible) and that are associated with or applicable to Customer's participation in the Energy Opportunities Program. Customer hereby assigns to either UI all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by UI to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.

### 28. CLASS III CONSERVATION CREDITS

In accordance with the Department of Public Utility Control's ("DPUC's" now the Public Utilities Regulatory Authority or "PURA") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions (as supplemented by the DPUC's February 11, 2010 decision in Docket No. 05-07-19RE01), Customer is not eligible to receive or retain any Class III conservation credits in connection with the Energy Opportunities Program and Customer hereby acknowledges and agrees the same. Customer further acknowledges and agrees that such credits shall be retained by UI for the benefit of their customers through the Connecticut Energy Efficiency Fund. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by UI shall be the allocation in effect (per the applicable PURA decision) on the Effective Date.

### 29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.



MEO Project # OhcK Agreement Printed 01/26/2016 11:09:21 AM

# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

- e. During the term of this Agreement, Customer will require any successor to its interest in the Facility during the term of this Agreement (whether direct or indirect, by sale of the Facility to a third party, by expiration or termination of Customer's lease of the Facility, or by purchase, merger or consolidation of Customer or all or substantially all of its assets by with or into a third party) by an agreement in form and substance satisfactory to UI, to assume and agree expressly to be bound by the provisions of this Agreement. Failure of Customer to obtain such agreement by the effectiveness of any such succession shall be a breach of this Agreement and shall entitle UI to reimbursement for all or a prorated percentage of the incentives paid by UI to the Customer under this Agreement.
- f. If either UI or Customer desires to modify the content of this Agreement, the modification must be in writing and signed by an authorized representative of each party in order for the modification to be enforceable against that party.
- g. Customer may not assign this Agreement without the written consent of UI. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. All notices shall be in writing and delivered personally or by overnight courier to the addresses of the parties set forth at the beginning of this Agreement. Any such notice shall be deemed given on the date delivered.
- j. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws and principles.
- k. All requirements, terms, conditions and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement, including but not limited to any and all reimbursement obligations of Customer hereunder.
- l. The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the parties. No party or any of its officers, members, or employees, will be deemed to be the agent, employee or representative of another party.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

In order to evidence its agreement to the above terms, each party has signed or caused an authorized representative to sign this Agreement on the date(s) specified below.

### CUSTOMER:

By: \_\_\_\_\_  
(print)  
Name: \_\_\_\_\_  
(sign)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### THE UNITED ILLUMINATING COMPANY:

By: Gary Pattavina  
Title: Energy Engineer Date: 01/26/2016

By: [Signature]  
Title: Manager CT&E Eng. Dept Date: 1/26/16



MEO Project # OhcK Agreement Printed 01/26/2016 11:09:21 AM

# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### EXHIBIT 1

#### AGREEMENT REGARDING Town Of Fairfield - Dept 001 MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding Town Of Fairfield - Dept 001 Municipal Energy Opportunities Standard Agreement Project #OhcK ("Agreement") is entered into this 26 day of January, 2016 ("Effective Date") by and among The United Illuminating Company ("UI"), and NXEGEN, LLC.

#### WITNESSETH:

WHEREAS, the Town Of Fairfield - Dept 001 ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 01/26/2016 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at REDDING RD 1600 ; FAIRFIELD, CT (the "Facility" as defined in the MEO Agreement) to be performed by NXEGEN, LLC (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 56,059.00 ("Total Project Cost"), (ii) an incentive of \$ 19,771.00 ("Incentive") and (iii) a balance of \$ 36,288.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 756.00 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

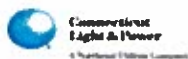
WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.
2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of Forty Eight (48) and in monthly payment amounts of \$ 756.00.



MEO Project # OhcK Agreement Printed 01/26/2016 11:09:21 AM



# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

3. **Relationship of Parties.** The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. **MEO Agreement.** Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

### CUSTOMER:

By: \_\_\_\_\_  
(print)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(sign)

### INSTALLING VENDOR: NXEGEN, LLC

By: \_\_\_\_\_  
(print)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(sign)

### THE UNITED ILLUMINATING COMPANY:

By: Gary Pattavina  
Title: Energy Engineer Date: 01/26/2016



MEO Project # OhcK Agreement Printed 01/26/2016 11:09:21 AM

# ENERGY OPPORTUNITIES

1-877-WISE USE

## Financial Agreement Addendum

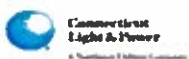
This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **Town Of Fairfield - Dept 001** (the "Customer"), pertaining to the building to be retrofitted at **REDDING RD 1600 ; FAIRFIELD, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **OhcK**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts or omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



MEO Project # OhcK Agreement Printed 01/26/2016 11:09:21 AM



# ENERGY OPPORTUNITIES

1-877-WISE USE

## Financial Agreement Addendum

\$ 56,059.00  
Total Cost

\$ 19,771.00  
Incentive

\$ .00  
Co-Pay

\$ 36,288.00  
Balance

\$ 756.00  
Monthly Pymt.

48  
Term

**Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.**

06-6009803

Federal Tax ID or Social Security #, Customer

100000040238

Contract Account #, Customer

Town Of Fairfield - Dept 001

Account Name, Customer

Sal Morabito

Contact, Customer

1600 REDDING RD ; FAIRFIELD, CT 06824

Service Address, Customer

20-3850313

Federal Tax ID or Social Security #, Contractor

NXEGEN, LLC

Name, Contractor

JACK KIRSCHBAUM

Contact, Contractor

Signature, Contractor

362 INDUSTRIAL PARK RD SUITE 7 ; MIDDLETOWN, CT 06457

Address, Contractor

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By

UI Administration

(Date)

(Date)



MEO Project # OhcK Agreement Printed 01/26/2016 11:09:21 AM

# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### EXHIBIT 2

Reference is made to that certain Municipal Energy Opportunities Standard Agreement entered into by and between The United Illuminating Company ("UI") and the Town Of Fairfield - Dept 001 ("Customer") as of "Effective Date" of the Municipal Energy Opportunities Standard Agreement project# Ohck. Customer hereby acknowledges and agrees that:

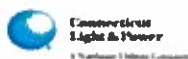
1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO Agreement) were installed to the satisfaction of the Customer and are hereby accepted in all respects by the Customer; and
2. UI is authorized to release the Total Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

Town Of Fairfield - Dept 001

\* SIGN AFTER  
INSTALL

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

Its: \_\_\_\_\_  
Authorized Representative



MEO Project # Ohck Agreement Printed 01/26/2016 11:09:21 AM

## EO Incentive Application Worksheet - Schedule A

Facility Name: <u>Town Of Fairfield - Dept 001</u>	Phone: <u>(203)255-73 /</u>
Service Address: <u>Redding Rd 1600</u>	Facility Use: _____
City: <u>Fairfield</u> Zip: <u>06824</u>	Square Footage: <u>25,000</u>
Contact Person: <u>Morabito, Sal</u>	EO Rep: <u>Pattavina, Gary</u>
Federal Tax I.D. No: <u>06-6009803</u>	EO Project No: <u>OhcK</u>

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
----------------	----------	----------	------------------	-------------

Location: Location 1

LED RETROFIT SEE ATTACHED LIGHTING	1	\$56,059	-65,904	\$9,029
------------------------------------	---	----------	---------	---------

Custom Measure total:

	\$56,059	-65,904	\$9,029
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Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
---------------	----------	----------	------------------	-------------

Location: Project/taxid Level

Mandatory Cap Adj.	1	\$0	0	\$0
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Mandatory Cap Adjustment

	\$0	0	\$0
--	-----	---	-----

### Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

### Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

## EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project OhcK as of 01/26/2016 11:04:04

Facility Name:	<u>Town Of Fairfield - Dept 001</u>	Phone:	<u>(203)255-73 /</u>
Service Address:	<u>Redding Rd 1600</u>	Facility Use:	<u></u>
City:	<u>Fairfield</u>	Zip:	<u>06824</u>
Contact Person:	<u>Morabito, Sal</u>	Square Footage:	<u>25,000</u>
Federal Tax I.D. No:	<u>06-6009803</u>	EO Rep:	<u>Pattavina, Gary</u>
		EO Project No:	<u>OhcK</u>

TOTAL COST: **\$56,059**

TOTAL SAVINGS: **\$9,029**

TOTAL INCENTIVES: **\$19,771**

MONTHLY PAYMENT: **48 @ \$756.00**

Customer or Customer's agent name (print): \_\_\_\_\_

Customer or Customer's agent Signature: \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

I authorize UI to issue the incentive check, for the above amount, to

NXGEN, LLC

(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date



1-866-NXEGEN / 1 (693-4361)

[www.nxegen.com](http://www.nxegen.com)

# Fairfield BOE- Dwight Elementary School

January 12, 2015

Lighting Improvement Analysis  
Nxegen Recommended Solutions



362 Industrial Park Rd. Ste 7 Middletown, CT 06457

INITIAL PROPOSAL FOR:

DATE: January 12, 2016

NAME: Fairfield BOE- Dwight Elementary School  
ADDRESS: 1600 Redding Road  
Fairfield, CT 06824  
CONTACT: Sal Morabito  
PHONE: 203-255-7363

The following is a summary of proposed retrofit work.

End use: **Energy Efficient Lighting**

Estimated annual energy savings (KWH):	65,904
Estimated electric cost savings:	\$9,029.00
Estimated payback period (After incentive in years):	4.0
Return on investment (ROI)	24.9%
<u>Customer Cost Summary:</u>	
Material/Labor:	\$56,059.00
Sales tax:	
Total project cost:	\$56,059.00
<b>Estimated Utility incentive:</b>	\$19,771.00
<b>Customer balance:</b>	<b>\$36,288.00</b>
Estimated monthly savings:	\$752.42
Estimated monthly payment:	\$756.00
# of payments	48

\* This project has been approved by United Illuminating.

The approved lighting estimates described above are based on a review of a sample of lighting fixtures in your facility. For all measures, operating hours estimates provided by representatives of your facility are used to calculate savings. All existing lighting fixtures are assumed to be fully operational. Conditions found during the installation phase may require revisions to the approved estimates. Changes in processes, operations, equipment or operating hours will impact the savings estimates.

The documentation for this agreement consists of this agreement and the line by line assessment of your facility.

Based on the current Scope of Work, United Illuminating has agreed to finance this project at 100%. The project has been inspected by UI and the LOA has been approved by United Illuminating and provided for signature to the Fairfield Public Schools.

This agreement will be rendered void if not signed by:

February 29, 2016

I have read this document and reviewed the assessment report. I understand that the values described above are estimates and that actual results may vary.

Customer Signature

Date



Fairfield BOE - Dwight Elementary School

Total Cost of Labor & Materials	\$ 56,059.00
Sales Tax	
<b>Total Cost</b>	<b>\$ 56,059.00</b>
Estimated Utility Rebate	\$ 19,771.00
<b>Net Cost</b>	<b>\$ 36,288.00</b>

Total Existing Wattage	44,527	Annual kWh Existing	99,597
Total Proposed Wattage	14,268	Annual kWh Proposed	33,706
Savings kWh			65,904
Savings Dollars			\$ 9,029.00

Annual Hours	Varies Per Area
kWh Rate	\$ 0.1370

<b>Payback</b>	<b>4.00</b>
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Audit Location	Area	Existing Fixture Type	Watts/ Fixture Before	Total Existing Wattage	Existing Fixture Qty	Annual Hours Before	Annual kWh Before	New or Retrofit (N or R)	Fixture Qty After	Proposed Fixture Type	Watts/ Fixture After	Total Proposed Wattage	Annual Hours After	Annual kWh After	kWh Saved
Main Office	1	2x4 4L 32w	113	904	8	3,120	2,820	R	8	2x4 2L Kit 15W Instafit LED Tubes	32	256	3,120	799	2,022
Supply/Ref Room	2	2x4 4L 32w	113	226	2	2,340	529	R	2	2x4 2L Kit 12T8 Instafit LED Tubes	30	60	2,340	140	388
Books office	3	2x4 4L 32w	113	226	2	2,340	529	R	2	2x4 2L Kit 12T8 Instafit LED Tubes	30	60	2,340	140	388
Guidance	4	2x4 4L 32w	113	226	2	2,340	529	R	2	2x4 2L Kit 12T8 Instafit LED Tubes	30	60	2,340	140	388
Principal	5	2x4 4L 32w	113	339	3	2,580	875	R	3	2x4 2L Kit 12T8 Instafit LED Tubes	30	90	2,580	232	642
Nurse	6	2x4 4L 32w	113	452	4	2,340	1,058	R	4	2x4 2L Kit 12T8 Instafit LED Tubes	30	120	2,340	281	777
Office hall	7	2x4 2L 32W	56	168	3	3,120	524	R	3	2 L/B 12W instafit LED Tubes	30	90	3,120	281	243
Main Hall	8	2x4 2L 32W	56	952	17	4,420	4,208	R	17	2 L/B 12W instafit LED Tubes	30	510	4,420	2,254	1,954
Janitor office	9	2F32 32W	56	280	5	4,420	1,238	R	5	2 L/B 12W instafit LED Tubes	30	150	4,420	663	575
Kitchen	10	2x4 4L 32w	113	2,147	19	1,625	3,489	R	19	2x4 2L Kit 15W Instafit LED Tubes	32	608	1,625	988	2,501
Kitchen office	11	2x4 4L 32w	113	113	1	1,625	184	R	1	2x4 2L Kit 12T8 Instafit LED Tubes	30	30	1,625	49	135
Library	12	2x4 4L 32w	113	2,825	25	2,340	6,611	R	25	2x4 2L Kit 15W Instafit LED Tubes	32	800	2,340	1,872	4,739
Library	13	2x4 4L 32w	113	565	5	2,340	1,322	R	5	2x4 2L Kit 15W Instafit LED Tubes	32	160	2,340	374	948
Library	14	2x2 3L 17W T8	45	90	2	2,340	211	R	2	2x2 2L Kit 8.5W Instafit LED Tubes	22	44	2,340	103	108
Library Office	15	2x4 4L 32w	113	226	2	2,340	529	R	2	2x4 2L Kit 15W Instafit LED Tubes	32	64	2,340	150	379

Audit Location	Area	Existing Fixture Type	Watts/ Fixture Before	Total Existing Wattage	Existing Fixture Qty	Annual Hours Before	Annual kWh Before	New or Retrofit (N or R)	Fixture Qty After	Proposed Fixture Type	Watts/ Fixture After	Total Proposed Wattage	Annual Hours After	Annual kWh After	kWh Saved
Right front hall	16	2x4 2L 32W	56	1,008	18	4,420	4,455	R	18	2 L/B 12W instafit LED Tubes	30	540	4,420	2,387	2,069
Room 12	17	2X4 3L 32W	84	1,008	12	1,990	2,006	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,242
Resource Room	18	2x4 4L 32w	113	452	4	1,844	833	R	4	2x4 2L Kit 15W Instafit LED Tubes	32	128	1,844	236	597
Reading Room	19	2x4 4L 32w	113	226	2	1,844	417	R	2	2 L/B 12W instafit LED Tubes	30	60	1,844	111	306
Kiln Room	20	2x4 4L 32w	113	226	2	1,365	308	R	2	2x4 2L Kit 15W Instafit LED Tubes	32	64	1,365	87	221
Room 10	21	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 11	22	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 8	23	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 9	24	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 7	25	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 6	26	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 4	27	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 5	28	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 3	29	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 2	30	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934

Audit Location	Area	Existing Fixture Type	Watts/ Fixture Before	Total Existing Wattage	Existing Fixture Qty	Annual Hours Before	Annual kWh Before	New or Retrofit (N or R)	Fixture Qty After	Proposed Fixture Type	Watts/ Fixture After	Total Proposed Wattage	Annual Hours After	Annual kWh After	kWh Saved
Room 1	31	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Boys/Girls Room	32	2F40 Wrap 34W	71	284	4	2,380	676	R	4	2 L/B 12W instafit LED Tubes	30	120	2,380	286	390
Rear Left Hall	33	2x4 2L 32W	56	952	17	4,420	4,208	R	17	2 L/B 12W instafit LED Tubes	30	510	4,420	2,254	1,954
Gym	34	2X4 3L 32W	84	2,604	31	2,340	6,093	R	31	2x4 2L Kit 15W Instafit LED Tubes	36	1,116	2,340	2,611	3,482
Gym office	35	2F32 Wrap 32w	56	112	2	1,844	207	R	2	2 L/B 12W instafit LED Tubes	30	60	1,844	111	96
Rear Exit	36	2F40 34W	71	71	1	4,420	314	R	1	2 L/B 12W instafit LED Tubes	30	30	4,420	133	181
Boys/Girls Room	37	2F32 Wrap 32w	56	224	4	2,380	533	R	4	2 L/B 12W instafit LED Tubes	30	120	2,380	286	248
Music Room	38	2F32 Wrap 32w	56	616	11	1,990	1,226	R	11	2 L/B 12W instafit LED Tubes	30	330	1,990	657	569
Math Resource Room	39	2F32 Wrap 32w	56	112	2	1,990	223	R	2	2 L/B 12W instafit LED Tubes	30	60	1,990	119	103
Psych	40	2F32 Wrap 32w	56	112	2	2,236	250	R	2	2 L/B 12W instafit LED Tubes	30	60	2,236	134	116
Room 21	41	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Faculty Room	42	2x4 4L 32w	113	904	8	1,879	1,699	R	8	2x4 2L Kit 15W Instafit LED Tubes	32	256	1,879	481	1,218
Room 19	43	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 20	44	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 18	45	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934

Audit Location	Area	Existing Fixture Type	Watts/ Fixture Before	Total Existing Wattage	Existing Fixture Qty	Annual Hours Before	Annual kWh Before	New or Retrofit (N or R)	Fixture Qty After	Proposed Fixture Type	Watts/ Fixture After	Total Proposed Wattage	Annual Hours After	Annual kWh After	kWh Saved
Room 17	46	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 16	47	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
Room 15	48	2x4 4L 32w	113	1,469	13	1,990	2,923	R	13	2x4 2L Kit 15W Instafit LED Tubes	32	416	1,990	828	2,095
Room 14	49	2x4 4L 32w	113	1,356	12	1,990	2,698	R	12	2x4 2L Kit 15W Instafit LED Tubes	32	384	1,990	764	1,934
				<b>44,527</b>	<b>449</b>		<b>99,597</b>		<b>449</b>			<b>14,268</b>		<b>33,706</b>	<b>65,904</b>

Total Fixtures Before	449
Existing Annual kWh	99,597
Total Fixtures After	449
Proposed Annual kWh	33,706
Annual kWh Saved	65,904



## *Carbon Footprint Report Card*

Installation of the energy efficiency measures identified for this project will save an estimated **65,904** KWH per year.

THIS IS THE EQUIVALENT TO:

**33,866 POUNDS OF COAL NOT BURNED**

**4,356 GALLONS OF OIL NOT BURNED**

**8 HOMES PROVIDED WITH ELECTRICITY EACH YEAR**

By reducing greenhouse gas emissions and other harmful environmental pollutants, this project will also help reduce air pollution and improve air quality.

THE ENVIRONMENTAL BENEFITS FROM THIS PROJECT ARE:

**134 POUNDS OF SULFUR OXIDES (SO<sub>x</sub>) EMISSIONS AVOIDED**

**36 POUNDS OF NITROGEN OXIDES (NO<sub>x</sub>) EMISSIONS AVOIDED**

**72,430 POUNDS OF CARBON DIOXIDE (CO<sub>x</sub>) EMISSIONS AVOIDED**



2/16/2016

# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

Town Of Fairfield - Dept 001 ("Customer"), pertaining to the building to be retrofitted at

STILLSON RD 760 ; FAIRFIELD, CT (the "Facility"), **MEO Project # OzOy**, by

AMERICAN SOLAR & ALTERNATIVE POWER LLC (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

### BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with energy efficient measures (each an "Individual Measure" and collectively, the "Measures") in the Customers' facilities. This Agreement provides the terms and conditions for payment of Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities program. Customer expressly represents and warrants that the execution, delivery and performance by Customer of this Agreement are within such Customer's powers and have been duly authorized by all necessary action on the part of the Municipality (or any other person or entity, as applicable). This Agreement constitutes a valid and binding agreement of the Customer, enforceable against such Customer in accordance with its terms. Customer further acknowledges and agrees that it has selected the Installing Vendor and has and will continue to be solely responsible for such selection, which selection was in accordance with any and all legal, governmental or regulatory rules and requirements (whether federal, state, municipal or otherwise) applicable to Customer. Any payments (if any) made by UI to Installing Vendor in connection with Installing Vendor's installation of ECMs hereunder at the Facility and pursuant to Customer's direction as provided for herein, are made by UI solely in its role as administrator of conservation and load management programs approved by the Connecticut Public Utilities Regulatory Authority. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs for Customer, and/or any agreement that Installing Vendor and Customer may have entered into in connection with such installation.

### 1. CUSTOMER ELIGIBILITY

Any municipality that is a retail end use UI customer is eligible to participate in the Energy Opportunities program.

### 2. INCENTIVES

- Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

### 3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.
- Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.



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# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### 4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

### 5. CANCELLATION

- a. Customer may cancel this Agreement at any time by providing UI with written notice of the same.
- b. UI may cancel this Agreement immediately without notice to the Customer if any of the following conditions exist:
  - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
  - ii. the Customer fails to initiate installation or construction of the project within 60 Business days of UI's approval date;
  - iii. the Customer has not submitted to UI a written explanation, acceptable to UI in its sole discretion outlining the reasons why the initiation of the construction process has not begun with 60 Business Days of the approval date. These situations will be subject to UI review on an individual basis;
  - iv. the Customer fails to complete the installation of the ECMs within 10 months of UI's approval date;
  - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

### 6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.
- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

### 7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.



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# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

### 8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by Customer in connection with this program may be reduced by UI in its sole discretion and only incentive levels approved by UI in connection with this Agreement are eligible to be earned by Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime and without any prior notices to Customer.
- c. In the event that, following execution and delivery of this Agreement, the program is modified or cancelled for any reason, this Agreement will continue in effect pursuant to all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

### 9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.
- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis



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# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

### 10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

### 11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

### 12. PAYMENT

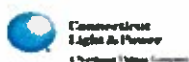
- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy Conservation and Load Management Fund ("C&LM Fund"). In the event that all or any part of UI's C&LM Fund is designated by legislative or regulatory action for purposes other than implementation of UI's C&LM programs, and UI determines that the C&LM Fund is insufficient to cover the cost of such programs, UI shall have no obligation to pay any incentives hereunder and shall have no further liability to the customer. Customer shall not hold UI liable in any way and shall hereby hold UI harmless from and against any and all liabilities, costs or damages incurred by Customer in the event of a program funding reduction or elimination, including but not limited to the insufficiency of the C&LM Fund to cover the cost of C&LM programs as determined by UI.

### 13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.

### 14. FINANCING OPTION

- a. Third party financing for the ECMs to be installed at Customer's Facility pursuant to this Agreement may be available to Customer from a UI designated third party financing provider ("TPFP") provided that Customer's project meets (among other requirements) the following eligibility requirements:
  - (i) The project has a Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
  - (ii) The project is eligible for inclusion in UI's Energy Opportunities program.
  - (iii) The project does not participate in other financing options under Connecticut Energy Efficiency Funds (CEEFF) programs administered by UI, specifically the Municipal loan with on-bill repayment.
  - (iv) The project is not a federal government or agency project.
  - (v) The project includes only equipment retrofits (i.e., it does not involve new construction or major renovation).
  - (vi) The Customer is an existing business which has been in operation for three (3) years and qualifies through the TPFP's business credit review
- b. Customer acknowledges and agrees that, in addition to the foregoing project eligibility requirements, Customer must apply to the TPFP in order to secure financing by the TPFP for its project (as described herein). The decision by the TPFP to provide (or not provide) financing to Customer in connection with its project is at the sole discretion of the TPFP and Customer acknowledges and agrees that UI is not responsible in any way for any decision by the TPFP to provide, or not to provide,



# ENERGY OPPORTUNITIES

I-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

financing for Customer's project. In addition to the foregoing, any and all financing transactions as between the TFPF and Customer in connection with the project are solely as between such parties. UI is not responsible in any way for any and all decisions, acts or omissions of the TFPF in connection with any and all financing transactions as between the TFPF and Customer in connection with Customer's project. Customer hereby agrees to indemnify, defend, and hold harmless, UI, from any and all claims, actions, costs, expense, damages, and liabilities, including reasonable attorney's fees, resulting from or arising out of Customer's decision to seek financing for its project from the TFPF, including but not limited to any and all action or inaction of the TFPF related to the same.

- c. In the event that Customer receives financing from the TFPF as contemplated and provided for herein, UI may, in its sole discretion, provide an "interest rate buy down" in connection with such TFPF financing. An "interest rate buy down" means an upfront payment provided by UI (through use of CEEF funds) to the TFPF in order to lower the interest rate paid by Customer to the TFPF over time. An interest rate buy down is only available to Customer in connection with TFPF loans that are no less than \$2,000 and no greater than \$100,000. In the event that Customer (i) is eligible for and receives financing for its project from the TFPF pursuant to the TFPF's EO financing program and (ii) UI determines, in its sole discretion, that it will provide an interest rate buy down in connection with such TFPF financing for Customer's project, then Customer will receive 100% of the incentive calculated by UI for the Customer's project and a partial interest buy down or subsidy, which in turn determines the available interest for the project either 4.99%, 2.99%, or 0% loans respectively. The maximum term of TFPF loans for which Customer receives an interest rate buy down from UI shall be (i) the Net Simple Payback Period for the project plus one year or (ii) five years, whichever is less. Net Simple Payback Period is defined as (A) the total cost of Customer's project that is the subject of this Agreement minus the incentive calculated by UI for the project divided by (B) the estimated energy savings expected to be experienced by Customer as a result of the project (as calculated by UI).
- d. Customer may seek additional financing from the TFPF, typically up to a total amount of \$1,000,000. Any projects that exceed \$1,000,000 would be reviewed on a case by case basis. However, financed amounts greater than \$100,000 are not eligible for any interest rate buy down from the CEEF funds. Any financed amounts greater than \$100,000 will be subject to current market interest rates and will be determined by the TFPF.
- e. Customer may seek financing of its project from any third party financing entity provided, however, any interest buy down that the CEEF Fund and UI may provide with respect to Customer's project, if at all, shall only be applicable with respect to TFPF financing pursuant to the terms and conditions provided for herein.

### 15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.
- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

### 16. LIMITATION OF LIABILITY

UI shall not be liable to Customer for any damages in contract or tort or otherwise including negligence caused by any activities in connection with this Agreement or in connection with the retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs but only as and if such incentives become payable to Customer and only to the extent that such incentives are not subject to repayment as provided for in this Agreement. In no case shall UI be liable to Customer for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind, including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.



Connecticut  
Light & Power  
A Northeast Utilities Company



The United Illuminating Company





# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### 17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and all claims, actions, costs, expenses, damages, and liabilities including reasonable attorney's fees, resulting, from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Customer's employees or other authorized agents in connection with Customer's activities within the scope of this Agreement, including, without limitation, claims arising from Customer's installation and/or maintenance of HVAC units in compliance with current standards for the performance of such units published or recognized by ASHRAE. Customer's duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

### 18. NO WARRANTIES

- a. Customer acknowledges and agrees that neither UI nor any of UI's employees or consultants are responsible for assuring that the design, analysis, engineering, and retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

### 19. NO TAX LIABILITY

UI is not responsible for any tax liability imposed on the Customer or the Customer's authorized recipient as a result of the incentive payment.

### 20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE

### 21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

### 22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

### 23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor as the sole recipient of any incentives and/or installation cost reimbursements owed to Customer under this program. Customer's written designation shall also state that Customer acknowledges and agrees that it has no further claim or right, title or interest in and to any such incentives and / or installation reimbursements.
- b. In addition to the requirements set forth in Paragraph 23 (a) above, Customer must request the change in incentive / installation cost recipient by signing the designated area on Schedule A.
- c. In addition to the requirements set forth in Paragraph 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, Customer must supply or cause its designated recipient to supply UI with a Letter of Acknowledgement and a completed W-9 containing designated recipient's Federal Tax Identification number.
- d. In addition to the foregoing, prior to the release by UI of any incentive/installation cost reimbursement by UI to the Installing Vendor, Installing Vendor shall execute an acknowledgment in the form attached hereto as Exhibit 1 and Customer shall cause Installing Vendor to execute the same.

### 24. PUBLICITY OF CUSTOMER PARTICIPATION



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# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

UI may, with Customer's consent, publicize Customer's participation in the program, the results of Customer's participation in the program, the value of incentives paid to Customer by UI under the program, and any other information relating to or in connection with Customer's participation in the program.

### 25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

### 26. EXISTING and NEW SELF-GENERATION

The incentive amount paid by UI to Customer under this Agreement will be determined by UI based on UI's evaluation of the net benefit of the ECMs for which Customer is receiving an incentive to UI's customers as a whole ("Net Customer Benefit"). Accordingly, UI will establish and reserves the right to reduce the incentive amount in order to reflect the impact of Customer's existing self-generation or new self-generation installed after the Effective Date hereof (as the case may be) to reflect the impact of such self-generation on UI's Net Customer Benefit calculation. UI may require Customer to refund to UI all or a portion of the incentive amount paid to reflect the reduced Net Customer Benefit. Any interconnection of new self-generation to the utility grid must comply with UI's then current policies and standards governing such interconnections.

### 27. FORWARD CAPACITY MARKET PAYMENTS / CREDITS

By signing this document and as a condition to receiving an incentive pursuant to this program, Customer hereby assigns to UI any and all payments, benefits and/or credits in connection with the Forward Capacity Market or any currently existing or successor or replacement markets, (including, but not limited to, any and all "LICAP", "ICAP", transitional credits or payments or any and all other capacity-related credits, payments and/or benefits for which Customer is eligible) and that are associated with or applicable to Customer's participation in the Energy Opportunities Program. Customer hereby assigns to either UI all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by UI to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.

### 28. CLASS III CONSERVATION CREDITS

In accordance with the Department of Public Utility Control's ("DPUC's" now the Public Utilities Regulatory Authority or "PURA") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions (as supplemented by the DPUC's February 11, 2010 decision in Docket No. 05-07-19RE01), Customer is not eligible to receive or retain any Class III conservation credits in connection with the Energy Opportunities Program and Customer hereby acknowledges and agrees the same. Customer further acknowledges and agrees that such credits shall be retained by UI for the benefit of their customers through the Connecticut Energy Efficiency Fund. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by UI shall be the allocation in effect (per the applicable PURA decision) on the Effective Date.

### 29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.



# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

- e. During the term of this Agreement, Customer will require any successor to its interest in the Facility during the term of this Agreement (whether direct or indirect, by sale of the Facility to a third party, by expiration or termination of Customer's lease of the Facility, or by purchase, merger or consolidation of Customer or all or substantially all of its assets by with or into a third party) by an agreement in form and substance satisfactory to UI, to assume and agree expressly to be bound by the provisions of this Agreement. Failure of Customer to obtain such agreement by the effectiveness of any such succession shall be a breach of this Agreement and shall entitle UI to reimbursement for all or a prorated percentage of the incentives paid by UI to the Customer under this Agreement.
- f. If either UI or Customer desires to modify the content of this Agreement, the modification must be in writing and signed by an authorized representative of each party in order for the modification to be enforceable against that party.
- g. Customer may not assign this Agreement without the written consent of UI. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. All notices shall be in writing and delivered personally or by overnight courier to the addresses of the parties set forth at the beginning of this Agreement. Any such notice shall be deemed given on the date delivered.
- j. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws and principles.
- k. All requirements, terms, conditions and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement, including but not limited to any and all reimbursement obligations of Customer hereunder.
- l. The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the parties. No party or any of its officers, members, or employees, will be deemed to be the agent, employee or representative of another party.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

In order to evidence its agreement to the above terms, each party has signed or caused an authorized representative to sign this Agreement on the date(s) specified below.

### CUSTOMER:

By: \_\_\_\_\_  
(print)  
Name: \_\_\_\_\_  
(sign)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### THE UNITED ILLUMINATING COMPANY:

By: Gary Pattavina  
Title: Energy Engineer Date: 02/03/2016

By: [Signature]  
Title: Manager, C&E Engineering Date: 2/4/16



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# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### EXHIBIT 1

#### AGREEMENT REGARDING Town Of Fairfield - Dept 001 MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding Town Of Fairfield - Dept 001 Municipal Energy Opportunities Standard Agreement Project #OzOy ("Agreement") is entered into this 03 day of February, 2016 ("Effective Date") by and among The United Illuminating Company ("UI"), and AMERICAN SOLAR & ALTERNATIVE POWER LLC.

#### WIT N E S S E T H :

WHEREAS, the Town Of Fairfield - Dept 001 ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 02/03/2016 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at STILLSON RD 760 ; FAIRFIELD, CT (the "Facility" as defined in the MEO Agreement) to be performed by AMERICAN SOLAR & ALTERNATIVE POWER LLC (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 115,426.00 ("Total Project Cost"), (ii) an incentive of \$ 45,776.00 ("Incentive") and (iii) a balance of \$ 69,650.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 1,934.73 on Customer's UI electric service bills for a period of Thirty Six (36) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.
2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of Thirty Six (36) and in monthly payment amounts of \$ 1,934.73.



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# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

### CUSTOMER:

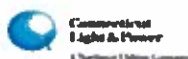
By: \_\_\_\_\_  
(print)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(sign)

### INSTALLING VENDOR: AMERICAN SOLAR & ALTERNATIVE POWER LLC

By: \_\_\_\_\_  
(print)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(sign)

### THE UNITED ILLUMINATING COMPANY:

By: Gary Pattavina  
Title: Energy Engineer Date: 02/03/2016



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# ENERGY OPPORTUNITIES

1-877-WISE USE

## Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and Town Of Fairfield - Dept 001 (the "Customer"), pertaining to the building to be retrofitted at STILLSON RD 760 ; FAIRFIELD, CT (the "Facility"), Municipal Energy Opportunities Project # OzOy.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts or omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



MEO Project # OzOy Agreement Printed 02/03/2016 03:18:25 PM

# ENERGY OPPORTUNITIES

1-877-WISE USE

## Financial Agreement Addendum

\$115,426.00  
Total Cost

\$ 45,776.00  
Incentive

\$ .00  
Co-Pay

\$ 69,650.00  
Balance

\$ 1,934.73  
Monthly Pymt.

36  
Term

**Please Note:** On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6009803

Federal Tax ID or Social Security #, Customer

100000329411

Contract Account #, Customer

Town Of Fairfield - Dept 001

Account Name, Customer

Sal Morabito

Contact, Customer

760 STILLSON RD ; FAIRFIELD, CT 06824

Service Address, Customer

Federal Tax ID or Social Security #, Contractor

AMERICAN SOLAR & ALTERNATIVE POWER LLC

Name, Contractor

Contact, Contractor

Signature, Contractor

85 OLD LONG RIDGE ROAD, SUITE A1 ; STAMFORD, CT 06903

Address, Contractor

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By

UI Administration

(Date)

(Date)



# ENERGY OPPORTUNITIES

1-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

### EXHIBIT 2

Reference is made to that certain Municipal Energy Opportunities Standard Agreement entered into by and between The United Illuminating Company ("UI") and the Town Of Fairfield - Dept 001 ("Customer") as of "Effective Date" of the Municipal Energy Opportunities Standard Agreement project# OzOy. Customer hereby acknowledges and agrees that:

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO Agreement) were installed to the satisfaction of the Customer and are hereby accepted in all respects by the Customer; and
2. UI is authorized to release the Total Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

Town Of Fairfield - Dept 001

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

Its: \_\_\_\_\_  
Authorized Representative

\* Sign After INSTALLATION



MEO Project # OzOy Agreement Printed 02/03/2016 03:18:25 PM

## EO Incentive Application Worksheet - Schedule A

Facility Name:	<u>Town Of Fairfield - Dept 001</u>	Phone:	<u>(203)123-4566/</u>
Service Address:	<u>Stillson Rd 760</u>	Facility Use:	<u></u>
City:	<u>Fairfield</u>	Zip:	<u>06824</u>
Contact Person:	<u>Morabito, Sal</u>	Square Footage:	<u>13,700</u>
Federal Tax I.D. No:	<u>06-6009803</u>	EO Rep:	<u>Pattavina, Gary</u>
		EO Project No:	<u>OzOy</u>

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
----------------	----------	----------	------------------	-------------

### Location: Location 1

LED RETROFIT SEE ATTACHED LIGHTING	1	\$102,876	-159,267	\$21,820
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### Location: Location 4

LED SEE ATTACHED LIGHTING SCHED	1	\$12,550	-15,419	\$2,112
---------------------------------	---	----------	---------	---------

### Custom Measure total:

\$115,426	-174,686	\$23,932
-----------	----------	----------

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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### Location: Project/taxid Level

Mandatory Cap Adj.	1	\$0	0	\$0
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### Mandatory Cap Adjustment

\$0	0	\$0
-----	---	-----

### Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

### Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre-approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

## EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project OzOy as of 02/03/2016 03:17:07

Facility Name:	<u>Town Of Fairfield - Dept 001</u>	Phone:	<u>(203)123-4566/</u>
Service Address:	<u>Stillson Rd 760</u>	Facility Use:	<u></u>
City:	<u>Fairfield</u>	Zip:	<u>06824</u>
Contact Person:	<u>Morabito, Sal</u>	Square Footage:	<u>13,700</u>
Federal Tax I.D. No:	<u>06-6009803</u>	EO Rep:	<u>Pattavina, Gary</u>
		EO Project No:	<u>OzOy</u>

TOTAL COST: **\$115,426**

TOTAL SAVINGS: **\$23,932**

TOTAL INCENTIVES: **\$45,776**

MONTHLY PAYMENT: **36 @ \$1,934.73**

Customer or Customer's agent name (print): \_\_\_\_\_

Customer or Customer's agent Signature: \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

I authorize UI to issue the incentive check, for the above amount, to  
**AMERICAN SOLAR & ALTERNATIVE POWER LLC**  
(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date



**Kingspan Energy**  
2777 Summer Street, Ste. 204  
Stamford, CT 06903  
(203)324-7186 Fax: (203)348-4539



Osborne Hill Elementary  
Sal Morabito  
760 Stillson Road  
Fairfield CT 06824

February 8, 2016

Dear Mr. Morabito:

We have completed our analysis of your current lighting system and our calculations of the savings you will achieve by installing our recommended high energy-efficient lighting measures. The most important advantages you will achieve as a result of your lighting upgrade are as follows:

- You will have a state-of-the-art lighting system that has been specifically designed for your particular lighting requirements. This will mean a substantial upgrade in the quality of light in your work place.
- You will save **\$23,932.19** annually through reduced utility bills. Savings will be even greater if you consider that utility rates will likely continue to go up, and that you should expect substantially lower maintenance and cooling costs.
- You will receive a rebate check in the estimated amount of **\$45,776.00** from Eversource shortly after the installation is completed.
- You will gain all the advantages of the new LED systems.
- You will be contributing to the country's conservation efforts. Your installation of the recommended high-efficiency measures will eliminate the emission of 159,547.93 lbs. of CO<sub>2</sub>, 580,174.28 lbs. of SO<sub>2</sub>, and 203,061 lbs. of NO<sub>x</sub> into the atmosphere each year.
- You can achieve the above with no significant up front capital investment.

The details and supporting data are attached for your review. We look forward to working with you to install your new lighting system so you can begin to realize the savings which will result.

Sincerely,

Elliot Isban  
CEO  
Encl.



**Kingspan Energy**  
2777 Summer Street, Ste. 204  
Stamford, CT 06903  
(203)324-7186 Fax: (203)348-4539

# Proposal 6813

February 8, 2016



Prepared for:  
Osborne Hill Elementary  
Sal Morabito  
760 Stillson Road  
Fairfield CT 06824

Ship To:  
**New Troffer Kits  
w/Sensors**

Utility Name

Utility Acct No

Utility App #

- We will supply high-efficiency lighting systems as per attached survey.
- We will assist in securing the utility rebate by coordinating the paperwork, including submitting the calculation back-up sheets and inspection form.
- We will furnish labor in accordance with the attached specifications.

Note: When new fixtures are not used, the repair or replacement of Lenses, Sockets, Wiring and Glassware are not included in this proposal and the price quoted represents an estimated count which may have to be adjusted.  
\*\*\*\*

## Savings

Total Watts Saved	33,125
Annual kWh Saved	145,044
Avg. Hours Use Per Week	85
Utility Charge Per kWh	.165
Monthly Utility Savings	\$1,994.35
Annual Utility Savings	\$23,932.19
<hr/>	
Total Annual Savings	\$23,932.19
5 Year Savings	\$127,844
10 Year Savings	\$275,265

### Purchase Option

Gross Price Before Rebate (plus sales tax if appl.)	\$115,426.00
Less Total Rebate	\$45,776.00
Net Price After Rebate	<hr/> \$69,650.00
<b>Annual IRR</b>	<b>32%</b>

### Lease Option

Lease Term (months):	60
Lease Principal:	\$69,650.00
Estimated Monthly Savings:	\$1,994.35
Estimated Monthly Payment:	\$1,160.83
Net Cash Flow:	\$1,577.27

## Leasing

Estimated payment based on final credit and documentation review and approval.

Lease Term (months):	24	36	48	60
Lease Principal (constant):	\$69,650.00	\$69,650.00	\$69,650.00	\$69,650.00
Estimated Monthly Savings:	\$1,994.35	\$1,994.35	\$1,994.35	\$1,994.35
Estimated Monthly Payment:	\$2,902.08	\$1,934.72	\$1,451.04	\$1,160.83
Net Cash Flow:	-\$907.73	\$59.63	\$543.31	\$833.52
Yearly Savings: (during finance period)	-\$10,893	\$716	\$6,520	\$10,002
Five Year Savings:	\$50,011	\$50,011	\$50,011	\$50,011
Ten Year Savings:	\$169,672	\$169,672	\$169,672	\$169,672

## Terms

**PURCHASE:** One-third deposit upon signing of contract, one-third progress payment at 50% complete and balance due upon completion.

**LEASING:** One-quarter refundable deposit upon signing of leasing documents. One-quarter deposit upon completion of 50% of project (at which time client to commence lease and receive refund of initial deposit from finance company).

Client: Osborne Hill Elementary  
Sal Morabito  
760 Stillson Road  
Fairfield CT 06824

Ship To: **New Troffer Kits  
w/Sensors**

Proposal # 6813



Hours Use Per Week 85  
Utility Charge Per kWh .165  
Total Square Footage

Utility Name  
Utility Acct No  
Utility Application No

Location	Total Watts	New Item	Total New Watts	Watts Saved
Hallway	0	NO CHANGE	0	0
	348	LED 15W 4' T8 LED TUBE	108	240
	174	2x4 Rec 35w LED Troffer	105	69
Boys	290	LED 15W 4' T8 LED TUBE	180	110
Girls	232	LED 15W 4' T8 LED TUBE	144	88
Front Off *S2	968	2x4 Rec 35w LED Troffer	275	693
	58	2x4 Rec 35w LED Troffer	25	33
	0	NO CHANGE	0	0
	464	LED 15W 4' T8 LED TUBE	288	176
	58	LED 15W 4' T8 LED TUBE	36	22
Principa *S1	352	2x4 Rec 35w LED Troffer	100	252
Psych	176	2x4 Rec 35w LED Troffer	70	106
	116	LED 15W 4' T8 LED TUBE	72	44
Storage	58	LED 15W 4' T8 LED TUBE	36	22
Hallway	116	LED 15W 4' T8 LED TUBE	72	44
	116	LED 15W 4' T8 LED TUBE	72	44
	116	LED 15W 4' T8 LED TUBE	72	44
Coyer *S2	880	2x4 Rec 35w LED Troffer	250	630
	116	LED 15W 4' T8 LED TUBE	72	44
	58	LED 15W 4' T8 LED TUBE	36	22
Restrooms	116	LED 15W 4' T8 LED TUBE	72	44
Storage	58	LED 15W 4' T8 LED TUBE	36	22
Hallway	116	LED 15W 4' T8 LED TUBE	72	44
	116	LED 15W 4' T8 LED TUBE	72	44
Speech	352	2x4 Rec 35w LED Troffer	140	212
Class-11 *S1	528	2x4 Rec 35w LED Troffer	150	378
	116	LED 15W 4' T8 LED TUBE	72	44
Class 1*S1	792	2x4 Rec 35w LED Troffer	225	567
Class 10 *S1	792	2x4 Rec 35w LED Troffer	225	567
Hall	290	LED 15W 4' T8 LED TUBE	90	200
	58	LED 15W 4' T8 LED TUBE	36	22
	232	LED 15W 4' T8 LED TUBE	144	88
Class 2 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 9 *S1	704	2x4 Rec 35w LED Troffer	200	504
Class 8 *S2	968	2x4 Rec 35w LED Troffer	275	693



Location	Total Watts	New Item	Total New Watts	Watts Saved
	88	2x4 Rec 35w LED Troffer -EM	25	63
Restroom				
Class 7 *S2	1,056	2x4 Rec 35w LED Troffer	300	756
Class 3 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 4 *S1	704	2x4 Rec 35w LED Troffer	200	504
	88	2x4 Rec 35w LED Troffer -EM	25	63
Class 6	1,056	2x4 Rec 35w LED Troffer	420	636
Class 5 *S2	1,144	2x4 Rec 35w LED Troffer	325	819
Restroom	88	2x4 Rec 35w LED Troffer	35	53
Storage	116	LED 15W 4' T8 LED TUBE	72	44
Hall	116	LED 15W 4' T8 LED TUBE	72	44
	58	LED 15W 4' T8 LED TUBE	36	22
IT room	58	LED 15W 4' T8 LED TUBE	36	22
Class 12 *S2	1,056	2x4 Rec 35w LED Troffer	300	756
Hall	348	2x4 Rec 35w LED Troffer	210	138
	406	LED 15W 4' T8 LED TUBE	252	154
Class 13 *S1	792	2x4 Rec 35w LED Troffer	225	567
closet	58	LED 15W 4' T8 LED TUBE	36	22
Boiler room	464	LED 15W 4' T8 LED TUBE	288	176
Boys +Girls	696	LED 15W 4' T8 LED TUBE	432	264
Class 14 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 25 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 15 *S1	792	2x4 Rec 35w LED Troffer	225	567
Hall	696	LED 15W 4' T8 LED TUBE	432	264
	290	LED 15W 4' T8 LED TUBE	90	200
Class 16 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 24*S1	792	2x4 Rec 35w LED Troffer	225	567
Rm 23*S2/Art	1,232	2x4 Rec 35w LED Troffer	350	882
Kiln	116	LED 15W 4' T8 LED TUBE	72	44
Storage	116	LED 15W 4' T8 LED TUBE	72	44
Class 17 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 18 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 22 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 19 *S1	792	2x4 Rec 35w LED Troffer	225	567
Class 20 *S1	792	2x4 Rec 35w LED Troffer	225	567
Ms. Carbin *S1	792	2x4 Rec 35w LED Troffer	225	567
Room	174	LED 15W 4' T8 LED TUBE	108	66
Hallway	116	LED 15W 4' T8 LED TUBE	72	44
	406	LED 15W 4' T8 LED TUBE	252	154
Computer Lab	812	LED 15W 4' T8 LED TUBE	504	308

Location	Total Watts	New Item	Total New Watts	Watts Saved
	116	LED 15W 4' T8 LED TUBE	72	44
Library	3,600	18w LED 2G011	1,296	2,304
	1,540	7w Par 20	196	1,344
	252	7w Par 20	126	126
Storage	440	34w LED Strip Kit	170	270
	88	34w LED Strip Kit	34	54
	58	LED 15W 4' T8 LED TUBE	36	22
Language *S1	528	2x4 Rec 35w LED Troffer	210	318
Office	176	2x4 Rec 35w LED Troffer	70	106
custodian	58	LED 15W 4' T8 LED TUBE	36	22
Gym	3,732	115W Linear High Bay	960	2,772
storage	116	LED 15W 4' T8 LED TUBE	72	44
Class 4	522	2x4 Rec 35w LED Troffer	315	207
Class 3	522	2x4 Rec 35w LED Troffer	315	207
Hallway	580	LED 15W 4' T8 LED TUBE	360	220
Class 2	522	2x4 Rec 35w LED Troffer	315	207
Class 5	522	2x4 Rec 35w LED Troffer	315	207
Class 1	792	2x4 Rec 35w LED Troffer	315	477
Janitor	88	34w LED Strip Kit	34	54
Boy+Girls	704	34w LED Strip Kit	272	432
Utility	116	LED 15W 4' T8 LED TUBE	72	44
Bath	88	34w LED Strip Kit	34	54
		<b>Exterior</b>		
	208	12W LED Omnidirect Bulb	96	112
	300	12W LED Omnidirect Bulb	36	264
	2,625	37w No cut Wall Pack (DLC)	555	2,070
	1,125	26w No cut Wall Pack (DLC)	234	891
	250	33w LED Canopy (DLC)	66	184
snow Equip	200	12W LED Omnidirect Bulb	24	176
sprinkler rm	116	LED 15W 4' T8 LED TUBE	72	44
		<b>KITCHEN</b>		
	224	34w LED Strip Kit	68	156
	58	LED 15W 4' T8 LED TUBE	36	22
bath	88	34w LED Strip Kit	34	54
Storage	174	LED 15W 4' T8 LED TUBE	108	66
Cafeteria	1,244	115W Linear High Bay	320	924
Stage	348	LED 15W 4' T8 LED TUBE	216	132
	102	LED 10w 2' T8 Tube	60	42
		Occu/daylingt/dimmable	2,672.76	-2,672.76
Class 9		Emergency	0	0

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**Non Light Fixture Items:** Labor  
Recyc  
Lift  
Emergency Fixtures

**Total Rebate Amt** **45,776.00**



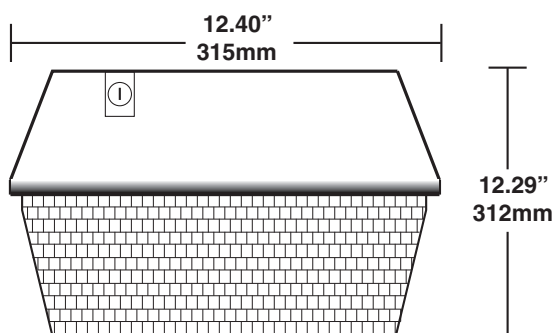


## LED PARKING GARAGE FIXTURES

### PKG SERIES



PKG30U50B & PKG45U50B



### PRODUCT DESCRIPTION:

The surface mounted LED Parking Garage Canopy Luminaire is constructed with a shatter and UV resistant polycarbonate lens.

The LED modules use proprietary binning for color consistency. This fixture can be mounted to electrical boxes or directly to surfaces.

### FEATURES:

- 30W replaces up to 150-175 Watt metal halide or 2 x 32W T8 fluorescent
- 45W replaces up to 175-250 Watt metal halide
- Self-contained driver
- Maintenance free and operates without UV
- Dusk-to-dawn and occupancy sensor compatible
- Can be mounted on electrical boxes or directly to surfaces
- LM-79/80 data available
- Does not attract insects

### CONTROLS:

**120VAC/208-277VAC Photocontrol:** Voltage-specific photocontrols power the fixture when light levels reach 20 lux or below, and turn it off at 30 lux or higher. The operating temperature of the photocontrols are -30°F-120°F. Photocell mounted externally.

### CONSTRUCTION:

**Fixture:** This rust- and corrosion-proof fixture is constructed of heavy duty cast aluminum one-piece housing, with a polyester powder coat. The fixture is sealed to be dirt and insect proof.

**Lens:** High quality shock proof polycarbonate lens with UV inhibitors.

**LED Module:** Copper plating provides high thermal transfer rate, minimizing junction temperature of LEDs to maximize service life.

#### MODEL SELECTION (Full list of order codes on pg. 2)

Typical order example: PKG45U50BPC27

PKG			50		
FAMILY	WATTAGE (NOMINAL)	VOLTAGE	CCT	COLOR	OPTIONS
<b>PKG=</b> LED Parking Garage	<b>30=</b> 30W, replaces up to 150-175W MH <b>45=</b> 45W, replaces up to 175-250W MH	<b>U=</b> 120-277V, std <b>3=</b> 347V <b>4=</b> 480V	<b>50=</b> 5000K	<b>B=</b> Bronze, std <b>W=</b> White	<b>(OMIT)=</b> None  <b>PC12=</b> 120V Photocontrol <b>PC27=</b> 208-277V Photocontrol



### SPECIFICATIONS:

		PKG30U50B	PKG45U50B
ITEM	SPECIFICATION	DETAILS	DETAILS
GENERAL PERFORMANCE	Input Power (W)	33	45
	Lumens Delivered (lm)	3290	4225
	Efficacy (lm/W)	101	95
	CRI	≥80	
	Lumen Maintenance (L70, TM-21 @ 25°C)	≥120,000	
	Color Temperature	5000K	
	Spacing Criteria	Available Upon Request	
	Color Consistency	Proprietary binning for uniform color	
ELECTRICAL	Power Factor (120V/277V)	≥0.99/≥0.95	
	Input Voltage	120-277V; 347/480V available	
PHYSICAL	Housing	Powder Coat Painted Aluminum	
	Lens	High-impact, UV-resistant Polycarbonate	
	Mounting	Fits electrical box or mount directly	
	Operating Temperature	-4°F to 122°F	
	Humidity	20-85% RH, non-condensing	
CERTIFICATION	Certification	cULus, LM-79, LM-80	
	Material Usage	RoHS compliant; no mercury	
	Environment	Outdoor, Wet location	
	Warranty	5 years	

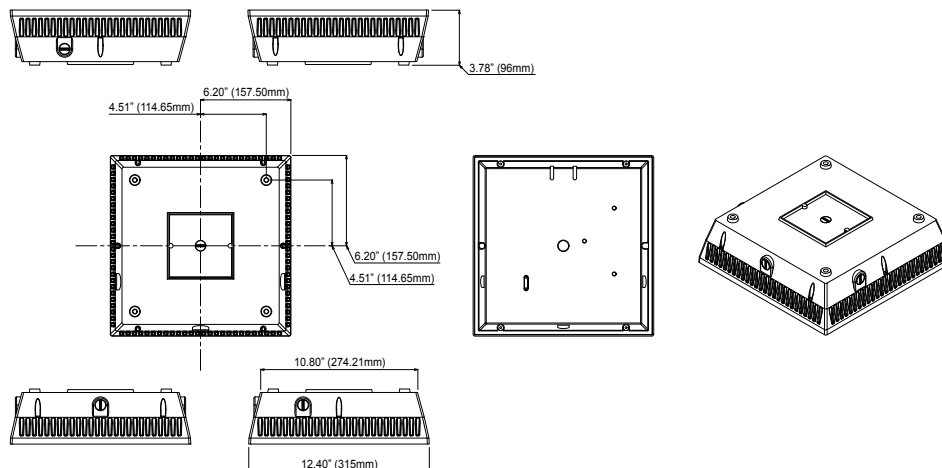
Lighting layouts and spacing criteria available upon request

### ORDERING\*:

ORDER CODE	MODEL NUMBER	OPTIONS	FINISH	WATTAGE	VOLTAGE	CCT
76575	PKG30U50B	None	Bronze	35	120-277V	5000K
76582	PKG45U50B	None	Bronze	45		

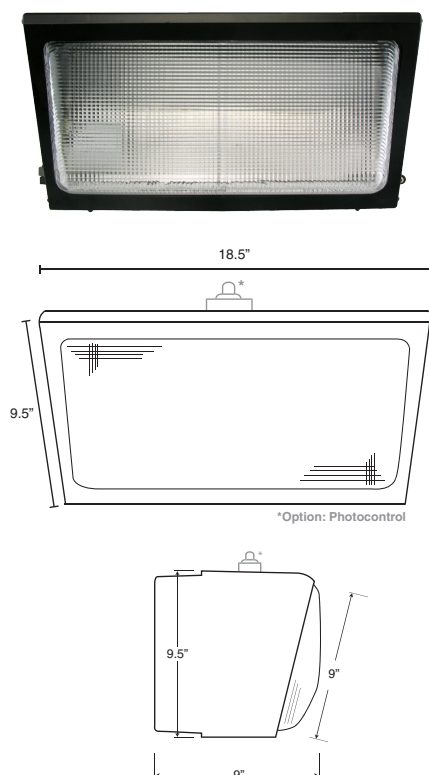
\*Please contact your MaxLite representative to order products that don't have order codes listed here.

### DIMENSIONS:



## LED WALLMAX LARGE WALL PACK

### MLLWP40LED50-150, MLLWP60LED50-150



### PRODUCT DESCRIPTION:

MaxLite's standard WallMax™ LED Wall Packs with new optics increase light output and efficacy to reduce shadows and create safe, brightly-lit outdoor environments in parking garages and entrances, public areas, schools, hospitals, hotels and outdoor walkways nationwide. These 40- and 60-watt LED fixtures are energy-efficient replacements for 175- and 250-watt metal halide fixtures respectively. The fixtures are rebatable, save energy, lower maintenance costs, and prevent light pollution.

### FEATURES:

- Replaces up to 250 Watt Metal Halide
- Universal 120-277V
- Maintenance free for up to 13 Years
- Heavy-duty cast aluminum housing is polyester powder coated to be rust and corrosion proof
- High-quality shatter-resistant glass
- Sealed fixture is dirt and bug free
- Multiple knockouts for mounting convenience
- Dusk to Dawn sensor compatible
- LM-79/80 data available
- 5 Year Limited Warranty

### CONTROLS:


- **120VAC/208-277VAC Photocontrol:** Voltage-specific photocontrols power the fixture when light levels reach 20 lux or below, and turn it off at 30 lux or higher. Operating temperature of -30°F-120°F. Photocell mounted externally.

#### MODEL SELECTION (Full list of order codes on pg. 3)

Typical order example: MLLWP60LED50PC27EM-150

MLLWP		LED50					-150
FAMILY	WATTAGE (NOMINAL)	TECH.	COLOR	CONTROLS	VOLTAGE	EMERGENCY BACKUP	GENERATION
MLLWP= Large Wall Pack	40= 40W replaces up to 175W MH 60= 60W replaces up to 250W MH	LED50= LED	(OMIT)= Bronze (Std) W= White <sup>1</sup>	(OMIT)= None PC12= 120V Photocontrol PC27= 277V Photocontrol	(OMIT)= 120-277V (Std)	(OMIT)= None EM= Emergency Battery Backup	-150

#### ACCESSORIES

ORDER CODE	MODEL NUMBER	DESCRIPTION	ACCESSORIES IMAGE
71330	MLLWPWG	Large Wall Pack Guard (Black)	

- <sup>1</sup> Consult factory for lead time
- In the event of a power failure, the battery backup units switch to emergency mode (700 lumen/output) and operates the fixture for a minimum of 90 minutes.

**SPECIFICATIONS:**

		MLLWP40LED50-150	MLLWP60LED50-150
ITEM	SPECIFICATION	DETAILS	DETAILS
GENERAL PERFORMANCE	Spacing Criteria	Available upon request	
	Power Consumption (W)	37	56
	Lumens Delivered (lm)	3130	4870
	Efficacy (lm/W)	85	88
	Color Temperature	5000K	
	Color Consistency	Proprietary binning for uniform color	
	Lumen Maintenance (L70)	50,000 hours	
ELECTRICAL	Power Factor (120V/277V)	≥0.99/≥0.96	≥0.99/≥0.97
	Input Voltage	120V-277V 50/60 Hz	
PHYSICAL	Weight	12.8 lbs	14.1 lbs
	Housing	Aluminum	
	Lens	High quality shatterproof glass	
	Mounting	Fits electrical box or mount directly	
	Operating Temperature	-30°F to 130°F	
	Humidity	20% - 85% RH, non condensing	
CERTIFICATION	Certification	DLC, cULus, FCC, LM79, LM80	
	Material Usage	RoHS compliant; no mercury	
	Environment	Outdoor - wet location	
	Warranty	5 years	

Lighting layouts and spacing criteria available upon request

## ORDERING\*:

ORDER CODE	MODEL NUMBER	OPTIONS	FINISH	VOLTAGE	WATTAGE	CCT
74020	MLLWP40LED50-150	None	Bronze	120-277V	40	5000K
75417	MLLWP40LED50PC12-150	120V Photocontrol				
76404	MLLWP40LED50UH-150	None		347-480V		
75476	MLLWP40LED50W-150	None	White	120-277V		
77605	MLLWP40LED50WEM-150	Emergency Battery Backup				
74022	MLLWP60LED50-150	None	Bronze		60	
76512	MLLWP60LED50EM-150	Emergency Battery Backup				
74506	MLLWP60LED50PC1-150	120V Photocontrol				
76456	MLLWP60LED50PC1EM-1	120V Photocontrol; Emergency Battery Backup				
75501	MLLWP60LED50PC2-150	277V Photocontrol				
76457	MLLWP60LED50PC2EM-1	277V Photocontrol; Emergency Battery Backup				
76510	MLLWP60LED50W-150	None	White			
75474	MLLWP60LED50WEM1-150	Emergency Battery Backup				
76453	MLLWP60LED50WPC1EM-1	120V Photocontrol; Emergency Battery Backup				
76454	MLLWP60LED50WPC2EM-1	277V Photocontrol; Emergency Battery Backup				

\*Please contact your MaxLite representative to order products that don't have order codes listed here.

## CONSTRUCTION:

**Fixture:** This rust and corrosion proof fixture is constructed of a heavy-duty cast aluminum one-piece housing, with a polyester powder coat. The fixture is sealed to be dirt and bug proof.

**Lens:** High quality shatter-resistant glass

**LED Module:** Aluminum components in the LED module act as heat sinks to reduce heat and add to life. The module uses directional settings to control the fall of light and the light levels. This makes the fixture an efficient replacement for metal halide and high pressure sodium fixtures, while reducing wattage and extending life.

**Reflector:** Internal polished aluminum reflector maximizes light output.

**LED Driver:** Self contained driver meets UL 1310 UL 48 Class2

**Finish:** Dark Bronze or white finish available; polyester powdercoated.

**Installation:** Can mount to recessed outlet boxes or directly to surfaces

## LED PENDANT HIGHBAY

### MLLHP SERIES



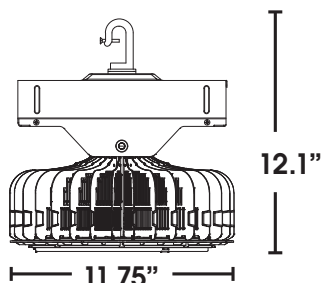
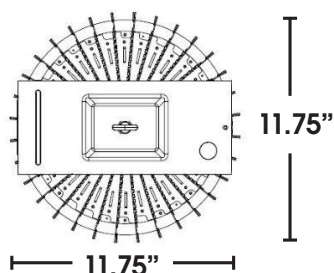
Narrow Model



Wide Model



Side View



### PRODUCT DESCRIPTION:

The MaxLED HighBay LED fixtures are designed for 25-foot and higher ceiling applications in warehouses, gymnasiums, general manufacturing and general task areas. With an enclosed power supply housing and covered optics, these units are designed for durability in difficult installation locations.

### FEATURES:

- Full polycarbonate lens cover
- Annular polished optic collimator for 70 degree beam angle at Narrow models
- Radial aluminum heat sink fins
- Enclosed wiring and driver compartment
- Slide out driver tray service feature enables the fixture to remain hanging
- Standard hook attachment provided
- Indoor/Damp rated

### CONSTRUCTION:

- Aluminum housing
- Aluminum heat sink finning
- Polycarbonate lens
- Aluminum LED light engine
- Full paint after fabrication

### CONTROL:

- 0-10V Dimming
- Two Wire Control (requires Power pack relay for wall control)

#### MODEL SELECTION (Full list of order codes on pg. 2)

Typical order example: MLLHP150USD12/W

MLLHP		USD12			
FAMILY	WATTAGE (NOMINAL)	VOLTAGE & SIZE	MOUNTING	DISTRIBUTION	OPTIONS
MLLHP= LED Pendant HighBay Series	100= 100W 150= 150W	USD12= 120-277V & 12" diameter	(OMIT)= Hook  B= Angle Bracket P= Pendant	N= Narrow W= Wide	(OMIT)= None  MSO= Motion Sensor (On/Off)

#### ACCESSORIES

ORDER CODE	MODEL NUMBER	DESCRIPTION
77496	MLLHPWG12W	Wire Guard, White 12" DIA
77497	MLLHPSLPBRKT	Slope Ceiling Adaptor Bracket
76503	MLRSKHBP36X1/2W	Stem Kit Highbay Pendant Monopoint 36in x 1/2 IPS White

#### NOTES:

- \* Height includes hanging loop
- MLLHP100xxxx is not DLC listed
- Contact MaxLite for 480v Options in all models
- Add "EM" suffix for battery back up models

### SPECIFICATIONS:

SPECIFICATIONS:		MLLHP150 USD12/N	MLLHP150 USD12/W	MLLHP100 USD12/N	MLLHP100 USD12/W
ITEM	SPECIFICATION	DETAILS		DETAILS	
GENERAL PERFORMANCE	Lumens Delivered (lm)	14,969	16,640	11,660	12,550
	Efficacy (lm/W)	96.76	109	117	125
	Beam Angle	70°	110°	71.4	111
	Color Rendering Index (CRI)	≥87		≥83	
	CCT	5000K			
	Lumen Maintenance (L70)	>50,000 hours			
	Spacing Criteria	Contact MaxLite			
ELECTRICAL	Power Consumption	157.7W	152.5W	99.5	99.7
	Power Factor	0.99 @ 120V, 0.94 @ 277V			
	Input Voltage (V)	120-277v; 480v (available on request – contact Maxlite)			
PHYSICAL	Mounting	Standard hook			
	Weight	7.5lbs (3.4Kg) (opt. models - check with MaxLite)			
	Housing	Aluminum			
	Lens	Polycarbonate			
	Dimensions	10" Ht.* w/ loop x 11.75" DIA (opt. models - check with MaxLite)			
	Operating Temperature	-34°C to 50°C (-30°F to 120°F)			
	Humidity	10% - 90% RH, non condensing			
APPLICATION	Certification	UL, FCC, LM79, LM80			
	Material Usage	RoHS compliant; no mercury			
	Environment	Indoor/ Damp Rated			
	Warranty	5 Years			

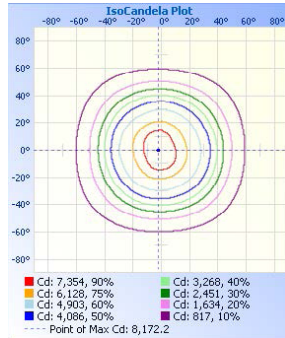
### ORDERING\*:

ORDER CODE	MODEL NUMBER	DISTRIBUTION	OPTION	WATTAGE
75400	MLLHP100USD12/N	Narrow	None	100
75403	MLLHP100USD12/W	Wide	None	
74014	MLLHP150USD12/N	Narrow	None	150
96454	MLLHP150USD12/NMSO	Narrow	Motion Sensor (On/Off)	
74484	MLLHP150USD12/W	Wide	None	
96413	MLLHP150USD12/WMSO	Wide	Motion Sensor (On/Off)	

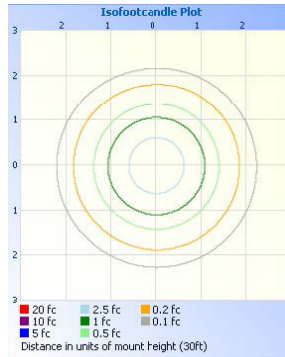
\*Please contact your MaxLite representative to order products that don't have order codes listed here.

### ILLUMINATIONS & ISOCANDELA PLOT:

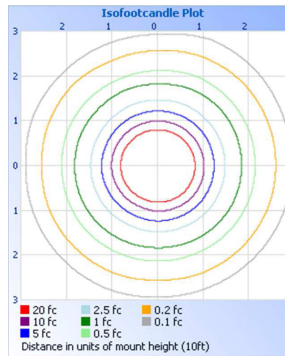
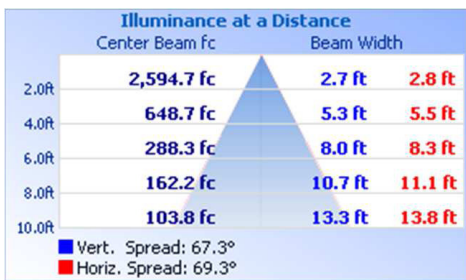
#### MLLHP100USD12/N



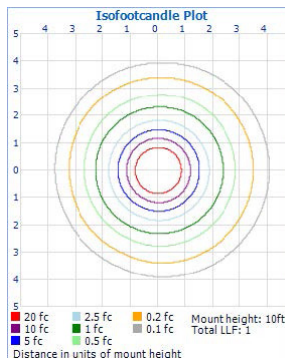
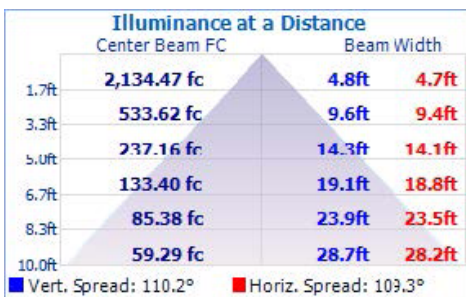
#### MLLHP100USD12/W



#### MLLHP150USD12/N



#### MLLHP150USD12/W





## SureFit DBA+ Tube

**Ballast & AC Compatible — 2-ft, 4-ft**



## Description

Aledra's forth-generation (G4) SureFit DBA+ LED tube lamp is pushing the technology envelope of LED tubes again. DBA stands for Double-end safety switch, Ballast-compatible, and AC line voltage friendly. It not only continues the EasiRetrofit G3 advantages of safety, labor savings, and field-replaceable driver, but also adds more advanced features:

- **Ballast & AC-in compatible:** the G4 tube is now can replace directly with fluorescent tube that uses instant-start electronic ballast without any rewiring. When the ballast dies, the end user can remove the ballast and wire the socket directly to AC line voltage. This saves the end user the upfront retrofitting costs if they have instant-start ballast. But at the same time, keeping the option of operating without any ballast open for the end user.
- **Field-replaceable driver:** this patented design minimizes the repair and replacement downtime in the field, and also doubles the lifetime of the LED tube to 10 years at a third of the cost of a new tube replacement.

When operating with the line voltage, the safety switch on the endcap protects the installer from electric shock, meeting UL 1598C safety requirements nicely.

## Key Features

- Lumen output: 4-ft at 2000 lm, 2-ft at 1600 lm
- Power consumption: 4-ft at 18W or 15W, 2-ft at 15W
- Efficacy 110 LPW (diffused lens)
- CCT: 2700K\*, 3000K, 3500K\*, 4000K, 4500K\*, 5000K
- CRI > 80
- Beam angle: 120°
- Lens type: clear, diffused
- Driver style: internal driver
- **Field replaceable driver**
- Instant-start **ballast compatible**
- **AC-in compatible** 110V-277V (50-60Hz) without ballast
- Operating temperature: -20°F to 122°F
- Rated life: L<sub>70</sub> > 50,000 hours
- Warranty: 5 years
- Certification: cULus, DLC

## Ordering Information

Product Label	Lens	Color Temperature
LLT-4-T8-D-18W*-U-DBA-27K**	D	2700K
LLT-4-T8-D-18W-U-DBA-30K	D	3000K
LLT-4-T8-D-18W-U-DBA-35K	D	3500K
LLT-4-T8-D-18W-U-DBA-40K	D	4000K
LLT-4-T8-D-18W-U-DBA-50K	D	5000K
LLT-4-T8-C-18W-U-DBA-27K	C	2700K
LLT-4-T8-C-18W-U-DBA-30K	C	3000K
LLT-4-T8-C-18W-U-DBA-35K	C	3500K
LLT-4-T8-C-18W-U-DBA-40K	C	4000K
LLT-4-T8-C-18W-U-DBA-50K	C	5000K

\*: 15W 4-ft DBA tube is made to order

\*\* : 27K and 45K are non-stocking models

### Ordering Information:

Length	Tube Type	Lens Type	Wattage	Voltage	Socket and Dimming	Color Temperature
LLT - 4 - 4 Ft 2 - 2 Ft	T8 - T8	C - Clear D - Diffused	18W 15W	U - Universal	DBA: Double-ended wiring Ballast-compatible AC-in compatible	27K - 2700 K ± 250K 30K - 3000 K ± 250K 35K - 3500 K ± 250K 40K - 4000 K ± 250K 45K - 4500 K ± 250K 50K - 5000 K ± 250K

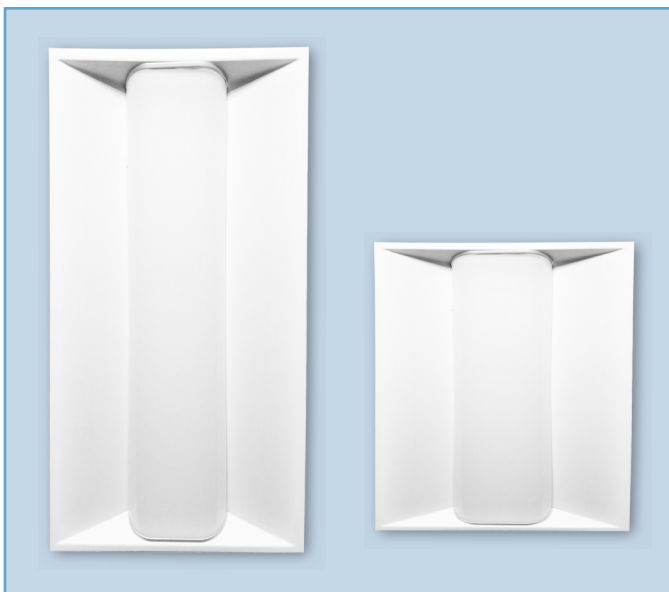


**UP TO 60%  
ENERGY SAVINGS**



The **Cobalt Series LED Center Basket Troffer Retrofit Kit** family of luminaires encompasses the latest technological advances in the design of LED chips and the light fixtures that house them. The built-in thermal management system ensures the LEDs will always run at the cool temperatures necessary to achieve their full long life potential.

The latest generation of long life and high efficacy LM-80 certified LED chips, together with superior photometric engineering, ensures a durable and rugged luminaire that will operate for many years at far less power input than conventional fluorescent fixtures, without maintenance or the need to ever replace light elements. Each XATC fixture (Cobalt Series) is pre-wired for operation with the optional XCO-100 Occupancy Sensor/Daylight Harvesting Accessory. Operation with this control unit ensures a constant and uniform level of ambient lighting, but only while there is activity in the space. When no one is present, the lighting will automatically be turned off. Xeleum's optional XCV converter allows for standard 0-10 volt dimming.



## FEATURES

- Up to 60% savings of lighting energy cost over Conventional fixtures without LEDs and occupancy sensors
- Cool running LEDs and fixtures provide years of maintenance-free operation without ever having to change a bulb
- Utility rebates available in many areas
- More light where you want it
- Attractive modern designs
- No hazardous metals or chemicals
- Bright, glare free illumination
- Dust and insect resistant sealed design
- No flicker or strobing
- Easy installation
- 10-Year limited warranty

## APPLICATIONS

- Offices and general lighting
- Government buildings, schools & hospitals
- Retail, grocery stores, restaurants
- T-Grid ceilings



## SPECIFICATIONS

<b>POWER FACTOR</b>	> 0.95
<b>CRI</b>	> 80
<b>CEILING TYPE</b>	T Grid 15/16"
<b>DIMMING</b>	Proprietary PWM or Optional 0–10 Volt
<b>MATERIAL</b>	Aluminum / PC / PMMA
<b>COLOR</b>	White Frame & Trim
<b>CERTIFICATION</b>	ETL / FCC / RoHS / DLC
<b>WORKING TEMP.</b>	- 4° F to + 110° F
<b>STORAGE TEMP.</b>	- 4° F to + 175° F
<b>OPERATING LIFE</b>	Designed for > 65,000 Hours of Operation
<b>VOLTAGE</b>	120-277 VAC (50/60 Hz)

## OPTIONS

## MOUNTING OPTIONS:

**Suspended** – Our Troffers have mounting holes in the frame which allow for their suspension with cable or chain. Surface Mount Kits (SMK) and Drywall Kits available. Contact your local American Solar & Alternative Energy representative for more information.

## DIMMING OPTIONS:

**XCO-100** – This is a proprietary package that plugs seamlessly into the back of our Troffers linking up to six fixtures into a group that operates like a single unit. This system includes our ceiling mounted Motion/Daylight Harvesting sensor to maximize energy savings.

**XCV-100** – This system goes between the Troffer and the incoming (dimnable) power line, and allows for standard 0-10 Volt dimming.

## PRODUCT CONFIGURATOR

PRODUCT CODE	STYLE	SIZE	-	POWER	CCT	VOLTAGE
ASP-XA	TCR=Troffer Center Basket Retrofit	22 = 2' x 2' 24 = 2' x 4'		M H	30K = 3000° K 35K = 3500° K 40K = 4000° K 50K = 4500° K	U = 120-277 VAC C = 300-500 VAC

2' x 2'



MODEL	COLOR TEMP	POWER	TYPICAL LIGHT OUTPUT
ASP-XATRC22-M30KU	3000° K	23.9 W	2,296 lm
ASP-XATRC22-M35KU	3500° K	24.6 W	2,405 lm
ASP-XATRC22-M40KU	4000° K	24.7 W	2,505 lm
ASP-XATRC22-M50KU	5000° K	25.0 W	2,597 lm
ASP-XATRC22-H30KU	3000° K	31.1 W	3,056 lm
ASP-XATRC22-H35KU	3500° K	32.0 W	3,085 lm
ASP-XATRC22-H40KU	4000° K	31.4 W	3,150 lm
ASP-XATRC22-H50KU	5000° K	30.3 W	3,312 lm
Product Weight: 8.8 lbs (4.0 kg)		Product Dimensions (LxWxH): 23 3/4" X 23 3/4" X 4 3/4"	
Packaged Weight: 11.8 lbs (5.3 kg)		Packaged Dimensions (LxWxH): 26 1/2" X 26 1/2" X 6 3/4"	

2' x 4'



MODEL	COLOR TEMP	POWER (incl. driver)	TYPICAL LIGHT OUTPUT
ASP-XATRC24-M30KU	3000° K	35.4 W	3,447 lm
ASP-XATRC24-M35KU	3500° K	35.3 W	3,477 lm
ASP-XATRC24-M40KU	4000° K	35.5 W	3,605 lm
ASP-XATRC24-M50KU	5000° K	35.7 W	3,722 lm
ASP-XATRC24-H30KU	3000° K	45.0 W	4,553 lm
ASP-XATRC24-H35KU	3500° K	45.0 W	4,513 lm
ASP-XATRC24-H40KU	4000° K	45.6 W	4,713 lm
ASP-XATRC24-H50KU	5000° K	45.5 W	4,895 lm
Product Weight: 15.5 lbs (7.0 kg)		Product Dimensions (LxWxH): 47 3/4" X 23 3/4" X 4 3/4"	
Packaged Weight: 20.0 lbs (9.0 kg)		Packaged Dimensions (LxWxH): 50 1/2" X 26 1/2" X 6 3/4"	



**Salvatore Morabito**

Ph: 203-255-7363  
Fax: 203-255-8249  
email: smorabito@fairfield.k12.ct.us

**Fairfield Public Schools**  
**Manager of Construction, Security & Safety**



# Memo :

To: Dr. Title and Members of the Board of Education

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Date: February 11, 2016

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Re: **Board Acceptance of Dwight Elementary School Project -**  
**Office of School Construction Grants Project #051-0129 RR**

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I am pleased to request the Board of Education's formal acceptance of the Dwight Elementary School roof replacement project as complete.

The Board's formal acceptance of this project will allow us to file the final closeout documentation with the Office of School Construction Grants (SCG). Once the closeout documentation is received by SCG an audit of the project financials will be conducted by the state. At the conclusion of this audit, the state will send the town its final reimbursement for the project

The following are the major elements of work that were performed as part of this project:

- Removal and replacement of 38,925 SF of roofing
- Removal and replacement of skylights

2/16/2016

**Salvatore Morabito**

Ph: 203-255-7363

Fax: 203-255-8249

email: smorabito@fairfield.k12.ct.us

**Fairfield Public Schools**  
**Manager of Construction, Security & Safety**



# Memo :

To: Dr. Title and Members of the Board of Education

Date: February 11, 2016

Re: **Board Acceptance of Osborn Hill Elementary School Project -**  
**Office of School Construction Grants Project #051-0124 CV**

I am pleased to request the Board of Education's formal acceptance of the Osborn Hill Elementary Code Violation Project as complete.

The Board's formal acceptance of this project will allow us to file the final closeout documentation with the Office of School Construction Grants (SCG). Once the closeout documentation is received by SCG an audit of the project financials will be conducted by the state. At the conclusion of this audit, the state will send the town its final reimbursement for the project.

The following are the major elements of work that were performed as part of this project:

- Encapsulation of suspect PCB containing materials
- Cleaning of select air handling ductwork
- Quarterly testing and monitoring air quality
- Containment of the gymnasium until final remediation/restoration
- Construction of a temporary gymnasium facility

Please note that the Osborn Hill Remediation/Restoration Project (SCG Project #051-0126 EA/EC) will be submitted to the Board of Education for acceptance at a future date, when the Osborn Hill Building Committee has determined that it has completed all of its work on this separate (but related) project.



**Instruction**

**CONCEPTS AND ROLES**

**PHILOSOPHY OF EDUCATION**

*Recommended for Deletion  
Identical to Pol # 0000, which is  
appropriately placed in Manual  
under Mission, Goals, Objectives  
(CABE Recommendation)*

**6000**

**6010**

The Fairfield Board of Education's educational philosophy is based upon the concepts of a democratic society. This philosophy recognizes, respects, and promotes the dignity and worth of the individual.

The Board believes that education should provide for the intellectual, ethical, physical, emotional, and social growth of all students. An appropriately rigorous course of studies pursued in an orderly, courteous atmosphere will allow students to develop their full potentialities and achieve an understanding of their rights and responsibilities as students and as members of society.

The curriculum offered to all students in the basic disciplines and the arts, at all levels, should be rich, stimulating, and challenging.

Approved 8/27/04



**Missions, Goals, Objectives**

**PHILOSOPHY OF EDUCATION**

**0000**

The Fairfield Board of Education's educational philosophy is based upon the concepts of a democratic society. This philosophy recognizes, respects, and promotes the dignity and worth of the individual.

The Board believes that education should provide for the intellectual, ethical, physical, emotional, and social growth of all students. An appropriately rigorous course of studies pursued in an orderly, courteous atmosphere shall allow students to develop their full potentialities and an understanding of their rights and responsibilities as students and as members of society.

The curriculum offered to all students in the basic disciplines and the arts, at all levels, should be rich, stimulating, and challenging.

It shall be the instructional philosophy of the Fairfield Public Schools to utilize, whenever possible, an approach to teaching and learning which requires staff to recognize the individual student's specific learning needs and then provide instructional activities which are designed to meet those individual needs.

Legal Reference: Connecticut General Statutes 10-220 Duties of boards of education

Adopted 8/27/04

*Recommended for deletion;  
Identical to 3241 and  
incorrectly placed in Manual  
(CABE)*

**Students**

**Code of Behavior**

**LOST / DAMAGED EQUIPMENT**

**5340**

Students shall be assessed the full replacement cost(s) for damaged facilities and lost or damaged equipment such as textbooks, lab equipment, etc.

CREF 3241 and 6413

Approved 8/27/04

**Business and Non-Instructional Operations**

**Business**

**Income**

*Previously 3241*

**LOST / DAMAGED EQUIPMENT**

**3250**

Students shall be assessed the full replacement cost(s) for damaged facilities and lost or damaged equipment such as textbooks, lab equipment, etc.

CREF 6161.24

Adopted 8/27/04

*Recommended for deletion; incorrectly  
placed and identical to Pol # 4235  
(CNBE)*

**Fairfield Board of Education  
Fairfield, Connecticut**

**NOTICE**

**ELECTRONIC MAIL**

**3530**

This policy also serves as the required posting notice.

Electronic Mail is provided to members of the staff primarily for the purpose of conducting the business of the school system and fulfilling one's work responsibilities. The Board of Education encourages the use of electronic mail services to share information, to improve communication, and to exchange ideas. Occasional non-commercial, personal use (within reason) is allowed.

Freedom of Information Regulations apply to information maintained and/or communicated electronically as well as to information maintained or communicated on other media. Users should exercise extreme caution in using e-mail to communicate confidential or sensitive matters.

Network administrators may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Users should not expect that files stored on district servers will be private.

E-mail should be read by the person to whom it is addressed. It is not to be read by any staff member, including those with sufficient computer system privileges. However, users should be aware that on occasion, network and computer operations personnel, system administrators, and personnel conducting audits may, during the performance of their duties, inadvertently see the contents of e-mail messages. They are not permitted to disclose or otherwise use what they may have seen except as required legally or in an extreme emergency. Management, however, reserves the right to periodically monitor employees' use of any electronic system.

All employees are expected to conduct themselves with the same integrity and personal demeanor in electronic communications as in face-to-face dealings with one another.

Any use perceived to be illegal, harassing, offensive, or in violation of other policies could be the basis for disciplinary action including restriction of access to the system, up to and including termination of employment.

The following examples are behaviors not permitted on district networks:

- Abuse or any deliberate attempt to disrupt computer resources.
- Any attempt to break into computer resources at the Board of Education or other sites.
- Extreme network etiquette violations including mail that degrades, demeans, or harasses other individuals or uses obscene language.
- Engaging in practices that threaten the network (e.g., loading files that may introduce a virus).
- Violating copyright laws.
- Use of e-mail for commercial, private, or personal business purposes.
- Sharing of one's e-mail account or access password.
- Trespassing in others' folders, documents, or files.
- Assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.
- Other behaviors in violation of district policy or regulations.
- Chain mail such as jokes, greeting cards, and religious media.

Violations will result in appropriate disciplinary action(s).

The law also provides that, where electronic monitoring may produce evidence of misconduct, the school district may use electronic monitoring without prior notice when the Board or Superintendent have reasonable grounds to believe employees of the school system are engaged in conduct that (1) violates the law, (2) violates the legal rights of the Board of Education or other employees, (3) creates a hostile work environment, or (4) violates Board policy or regulation.

Questions about electronic monitoring in the workplace should be directed to the Superintendent of Schools or members of the administrative staff.

Legal Reference:      Connecticut General Statutes  
                             The Freedom of Information Act  
                             PA 98-142 An Act Requiring Notice to Employees of Electronic  
   Monitoring by Employees

CREF 4240

Approved 8/27/04

**Fairfield Board of Education  
Fairfield, Connecticut**

**NOTICE**

**ELECTRONIC MAIL**

**4240**

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Electronic Mail is provided to members of the staff primarily for the purpose of conducting the business of the school system and fulfilling one's work responsibilities. The Board of Education encourages the use of electronic mail services to share information, to improve communication, and to exchange ideas. Occasional non-commercial, personal use (within reason) is allowed.

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- Any attempt to break into computer resources at the Board of Education or other sites.
- Extreme network etiquette violations including mail that degrades, demeans, or harasses other individuals or uses obscene language.
- Engaging in practices that threaten the network (e.g., loading files that may introduce a virus).
- Violating copyright laws.
- Use of e-mail for commercial, private, or personal business purposes.
- Sharing of one's e-mail account or access password.
- Trespassing in others' folders, documents, or files.
- Assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.
- Other behaviors in violation of district policy or regulations.
- Chain mail such as jokes, greeting cards, and religious media.

Violations will result in appropriate disciplinary action(s).

The law also provides that, where electronic monitoring may produce evidence of misconduct, the school district may use electronic monitoring without prior notice when the Board or Superintendent have reasonable grounds to believe employees of the school system are engaged in conduct that (1) violates the law, (2) violates the legal rights of the Board of Education or other employees, (3) creates a hostile work environment, or (4) violates Board policy or regulation.

Questions about electronic monitoring in the workplace should be directed to the Superintendent of Schools or members of the administrative staff.

[	Legal Reference:	Connecticut General Statutes The Freedom of Information Act PA 98-142 An Act Requiring Notice to Employees of Electronic Monitoring by Employees	]
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CREF 3530

Approved 8/27/04

## Personnel

### Certified/Non-Certified

*Previously 4235*

### Rights, Responsibilities and Duties

## ELECTRONIC MONITORING

4118.4/4218.4

This policy also serves as the required posting notice.

Pursuant to the authority of Public Act 98-142, the Board of Education hereby gives notice to all its employees of the potential use of electronic monitoring in its workplace. While the Board may not actually engage in the use of electronic monitoring, it reserves the right to do so when determined to be appropriate by the Board or the Superintendent of Schools at their discretion.

“Electronic monitoring,” as defined by Public Act 98-142, means the collection of information on school district premises concerning employees’ activities or communications, by any means other than direct observation of the employees. Electronic monitoring includes the use of a computer, telephone, wire, radio, camera, electromagnetic, photo-electronic, or photo-optical systems. The law does not cover the collection of information (A) for security purposes in any common areas of the Board of Education premises which are open to the public, or (B) which is prohibited under other state or federal law.

All staff members are made aware of the following:

- Monitoring may be used for assuring compliance with professional codes of conduct, Board Policy, or Administrative Regulations or established practices.
- Virtually, all electronic devices retain a record of each use and the information about that use may be recoverable.
- Electronic communications may not be secure and therefore may not be an appropriate means by which to communicate confidential or sensitive information.
- Freedom of Information Regulations apply to information maintained and/or communicated electronically and as to information maintained or communicated on other media.

The following specific types of electronic monitoring may be used by the school district in its facilities:

- Monitoring of e-mail and other components of the school district’s computer system for compliance with policies.
- Video surveillance in school buildings and on school grounds except where prohibited by law for security purposes.
- Video surveillance on all school transportation vehicles.

**Personnel**

**Certified/Non-Certified**

**Rights, Responsibilities, and Duties**

**ELECTRONIC MONITORING (continued)**

**4118.4/4218.4**

- Telephone monitoring (landlines, cell or wireless) for quality control and performance assessment.
- Monitoring of electromagnetic card access system for security purposes.

The law also provides that, where electronic monitoring may produce evidence of misconduct, the school district may use electronic monitoring without prior notice when the Board and/or Superintendent have reasonable grounds to believe employees of the school system are engaged in conduct that (1) violates the law, (2) violates the legal rights of the Board of Education or other employees, (3) or creates a hostile work environment.

Questions about electronic monitoring in the workplace should be directed to the Superintendent of Schools or members of the administrative staff.

Legal Reference:      Connecticut General Statutes  
                             The Freedom of Information Act  
                             PA 98-142 An Act Requiring Notice to Employees of Electronic  
   Monitoring by Employees

Adopted 8/27/04

Revised and Adopted 1/29/2013

## **Business and Non-Instructional Operations**

### **Non-Instructional Operations**

#### **Operations**

#### **CELL PHONE USE**

~~3540~~

The district provides cell phones to selected employees in order to carry out activities directly related to their job responsibilities. Cell phones may not be used while driving a vehicle unless the cell phone is operated using a hands-free device. If a hands-free device is not available, the vehicle must be stopped while communicating by cell phone.

All cell phone accounts are managed by the Business Office, including, arrangements for calling plan, type of telephone instrument, and any and all other arrangements with an equipment or service provider. District cell phones may not be purchased through individual school budgets or other school accounts.

Cell phones shall be used only by the individual to whom it is issued and are restricted from personal use (both incoming and outgoing) except in the case of bona fide emergencies.

The loss or theft of a cell phone shall be reported immediately to the Business Office.

CREF 4245

Approved 8/27/04

*Recommended for Deletion;  
Identical to #4245  
and incorrectly placed in manual  
(CABE)*



**Personnel**

**Certified/Non-Certified**

**Rights, Responsibilities and Duties**

*Previously 4245*

**CELL PHONE USE**

**4118.6/4218.6**

The district provides cell phones to selected employees in order to carry out activities directly related to their job responsibilities. Cell phones may not be used while driving a vehicle unless the cell phone is operated using a hands-free device. If a hands-free device is not available, the vehicle must be stopped while communicating by cell phone.

All cell phone accounts are managed by the Business Office, including, arrangements for calling plan, type of telephone instrument, and any and all other arrangements with an equipment or service provider. District cell phones may not be purchased through individual school budgets or other school accounts.

Cell phones shall be used only by the individual to whom it is issued and are restricted from personal use (both incoming and outgoing) except in the case of bona fide emergencies.

The loss or theft of a cell phone shall be reported immediately to the Business Office.

Adopted 8/27/04

*Recommend for deletion by CAGE;  
identical to Pol #4250  
and incorrectly placed in manual.*

## **Business and Non-Instructional Operations**

### **Non-Instructional Operations**

#### **Operations**

#### **USE OF WORKPLACE FACILITIES, PROPERTY, AND RESOURCES 3520**

The Board of Education gives notice to all employees that school system facilities, property, and resources are provided for uses, which are consistent with the employee's job responsibilities. Other uses of school system facilities, property, and resources require prior written approval of the Reservation Office, with the exception of reasonable personal use. Employees may not use school facilities for profit-making enterprises such as tutoring instruction without prior written approval from the Central Office Administration.

CREF 4250

Approved 8/27/04



**Personnel**

**Certified/Non-Certified**

*Purcowsky 4250*

**Rights, Responsibilities, and Duties**

**USE OF WORKPLACE FACILITIES, PROPERTY, AND RESOURCES 4146/4246**

The Board of Education gives notice to all employees that school system facilities, property, and resources are provided for uses, which are consistent with the employee's job responsibilities. Other uses of school system facilities, property, and resources require prior written approval of the Reservation Office, with the exception of reasonable personal use. Employees may not use school facilities for profit-making enterprises such as tutoring instruction without prior written approval from the Central Office Administration.

Adopted 8/27/04

DRAFT

**Special Meeting Notes  
Fairfield BoE; January 12, 2016**

**Call to order of the Special Meeting of the Board of Education and Roll Call**

Chairman Philip Dwyer called the Regular meeting to order at 6:15PM. Present were members Eileen Liu-McCormack (arrived 7:40PM), Philip Dwyer, Anthony Calabrese, Trisha Pytko, Jennifer Maxon-Kennelly, John Llewellyn, Marc Patten and Donna Karnal. Jessica Gerber was absent. Others present were Dr. Title, Ann Leffert, Attorney Stephen Sedor, Tom Cullen, Mike Piatt and Kevin Chase .

***Board Discussion regarding the grievance filed by Fairfield Custodians-Maintenance Local 1779 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO***

Mrs. Maxon-Kennelly moved/Ms. Karnal seconded the recommended motion "that the Board of Education hereby moves to enter into Executive Session to discuss the grievance filed by Fairfield Custodians-Maintenance Local 1779 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO in accordance with the Connecticut General Statutes 1-200(6). The Board of Education further invites into Executive Session the following individuals:

Attorney Stephen Sedor

Ann Leffert

Tom Cullen

Mike Piatt

Kevin Chase

The Employee who is the subject of this proceeding; and

The Representative of the Employee who is the subject of this proceeding

Motion passed 7-0 (Mrs. Liu-McCormack was not present for this vote).

**Convene to Public Session**

Mr. Calabrese moved/Ms. Pytko seconded the recommended motion "that the Board of Education convene to Public Session and act on the grievance filed by Fairfield Custodians-Maintenance Local 1779 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO. Motion passed 8-0.

***Motion to Deny the Grievance***

Ms. Pytko moved/Mrs. Maxon-Kennelly seconded the recommended motion, "that the Board of Education hereby moves to deny the grievance submitted by the Union and to uphold the decision of the administration to terminate the employee who is the subject of this proceeding." Motion passed 6-1-1 (Mr. Dwyer, Mr. Patten, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly, Mr. Llewellyn in favor; Ms. Karnal against, Mrs. Liu-McCormack abstained)

**Adjournment**

Mr. Patten moved/Ms. Pytko seconded the recommended motion "that this Special Meeting of the Board of Education adjourn" Motion passed 8-0. Meeting adjourned at 7:57PM

**Special Meeting Minutes  
Fairfield BoE, January 19, 2016**

**NOTICE: A full meeting recording can be obtained from Fairfield Public Schools. Please call 203-255-8371 for more information and/or see the FPS website (under Board Meeting Minutes) for a link to FAIRTV.**

*Call to Order of the Special Meeting of the Board of Education and Roll Call*

Chairman Philip Dwyer called the Special meeting to order at 7:34 PM. Present were members Eileen Liu-McCormack (arrived 7:47), Marc Patten, Donna Karnal, Jessica Gerber, Philip Dwyer, Anthony Calabrese, Trisha Pytko, Jennifer Maxon-Kennelly and John Llewellyn. Others present were Superintendent Dr. David Title, members of the central office leadership team, and approximately 20 members of the public.

*Business Items*

Mr. Dwyer reviewed the budget meeting protocol and said common questions would be reviewed first.

Dr. Title said common questions thus far revolved around health insurance, excess cost and utilities.

*Medical Retention, page 159*

Mrs. Munsell reviewed page 159 – the medical retention fund. The numbers are updated through November 2015. The projected IBNR is \$1.9 million; \$500K is reserved for volatility. Column 7 shows the budget differences in insurance plans; CT Partnership vs. Current Plan. Budget to budget, the state plan reduces the 2016-2017 budget by nearly \$1.5 million.

Mr. Patten asked about the \$500K in reserve and the \$276K cash balance. Dr. Title said it is already included in the budget number and AON has said this is a fair ‘cushion’ amount. The \$500K may not be needed.

Mr. Llewellyn asked, would the cash go back to the district? Can we run the \$276K to 0 and not have to transfer funds?

Dr. Title explained that the state sends us a bill for the number of people we have and we pay it; we would not have to move money into the medical retention, but that is the intent; we use the recommended rates but don’t yet know the actual. There will be no need for AON after moving to the CT Partnership; going to this plan also moves us farther from the Cadillac tax.

Mr. Llewellyn asked about the \$700K rebate in column 7. Mrs. Munsell said the rebates go away with the new plan and we won’t get that revenue.

*Excess Cost, page 24*

Dr. Title said he budgeted the same amount at 75%; expenditures for tuition are going down. Ms. Leonardi said tuition changes are due to students leaving or graduating; the number can fluctuate widely, as it is based on individual student status in the December filing. Dr. Title added that large shifts can be seen in the budget due to the mental health initiative; the Special Education out-of-district account, page 41, is going down but the Pupil Personnel Services, page 37, is going up. Ms. Leonardi added that while the high school outplacements are stabilizing, movement is still occurring in the elementary and middle schools; there is a slight increase in the OT/PT costs and the hourly rate.

Mr. Dwyer asked, what is the increased cost for consulting at the high schools? Ms. Leonardi said slightly less than \$650K. Dr. Title added that the tuition breakdown is found on page 90.

Ms. Karnal asked, have we started tracking how many students do not need to be outplaced? Do we have enough services for the population that needs it? Ms. Leonardi said she is still working on these figures. One of the benefits is being able to intervene early and also to bring students back to the district from the outplacement. It is possible to now service 45 students; it is also possible to adjust the contract if more is needed. Right now, the data is positive.

*Utilities, page 46*

Dr. Title said that while rates have gone down, added square footage and equipment have been added factors. Mr. Cullen said FWMS, FLHS and Riverfield all have added square footage and an additional HVC unit has been added to the OHS gym. Mechanical means for fresh air is at Riverfield and will be proposed for Holland Hill.

Mrs. Maxon-Kennelly asked if utility services were going down \$59K due to more efficient machines and the use of solar, despite the increase in square footage and Dr. Title said yes.

*Elementary Teachers and Enrollment, pages 128 - 131*

Dr. Title said the budgeting for elementary classroom teachers was done a bit differently. In the past, we budgeted exactly to the number of students. This presented last minute challenges when classes were 1 student away from a class split or collapse. This year, we budgeted the net of those possibilities.

Mrs. Liu-McCormack asked if the district was hiring based on these numbers. Dr. Title said no, this is for budgeting purposes only; class size guidelines will be applied and hiring will happen accordingly.

Ms. Karnal asked if the GE move was taken into consideration. Dr. Title said there is no way to know how that will affect us, at this point.

Mr. Dwyer said the meeting would proceed at this point as a round-robin style with each Board member asking questions for 10 minutes at a time.

Mrs. Maxon-Kennelly

*Page 15* – Is there a financial impact for Cultural Competency? Will it impact the Social Studies curriculum and does it come with a reporting aspect? Ms. Leonardi said there is a financial impact; time with teachers is needed to map the PK-12 framework and challenge the status-quo, such as addressing the issues of immigrants and refugees. Currently, only a plan is needed, but legislation comes in a layered approach. Next year there might be additional requirements.

*Page 24* – Open Choice, how does this benefit other students? Why is it 2.0 FTE? Dr. Title said Open Choice funds were previously undesignated and are now applied to a portion of the MST's. The 2.0 is the total; schools will show fractions of this. Mr. Llewellyn asked if the grant is reduced, does our number of Open Choice seats drop? Dr. Title said it varies on the state's situation; the program sometimes includes a bonus. The actual amount of \$3K per student hasn't changed much; we have roughly 60 or so students. Mrs. Liu-McCormack said we get \$3K as a rebate for each student, but each student actually costs the district \$18K? Dr. Title refuted that concept by explaining average vs. marginal costs; students are only placed strategically in the early grades, and are never added when a new section would be created.

*Page 33* – What is the number of degree changes? What about administrative degrees? Ms. Leffert said the budget includes salary increases for degree changes; there are many this year. Degree changes are wide-ranging and include doctoral, masters and dual-certification; it is a highly variable number.

Mrs. Gerber

*Health Insurance:* Is this the first time that school districts can take advantage of the new health insurance and are any other districts looking into this? Dr. Title said yes to both; we were able to do this much faster than most districts.

*Page 9* – Where are we with the TIPS reporting system, how much time was spent responding? Ms. Leonardi said that the discrete reporting system has been helpful and positive. In terms of workload, there has not been an explosion of reports.

*Page 38/39* – Professional Technical Services – is it possible to get an updated breakdown of legal fees? Dr. Title said yes.

*Maintenance Projects* – Can we get a list of the maintenance projects? Dr. Title said yes, he will provide at least the top 20 maintenance projects. Mr. Patten said he noticed a \$500K increase. Dr. Title said yes, major maintenance projects are going up – this is also where painting and plowing are seen. Mr. Cullen said there are over 30 maintenance accounts.

*Page 11* – Does the last sentence on the Bullying Mandate reference TIPS? Mrs. Parks said yes.

*Page 12* – How will the surveys listed in the teacher and administrator evaluation mandate be done without additional funds? Dr. Title said we are continuing with an in-house survey and can now get comparative data by staying the course. Mrs. Maxon-Kennelly asked if that response was actually referencing the school climate survey? Dr. Title said yes, he was actually referencing the school climate survey, but the teacher and student surveys are also home-grown.

Ms. Pytko

Thanked Dr. Title for the informative Brown Bag Budget session.

*Page 126* – How is ECC enrollment projected? Is it possible to outgrow the space? Is there a state law designating how many peers can attend? Ms. Leonardi said enrollment is based on the October 1 five- year average of rolling admissions. If space became an issue, it would be possible to reduce the number of tuition students. There is no legislation that sets the percentage of peers, the target for best practice is to stay at or under 50%. Dr. Title added that the space can also be reconfigured if needed.

Mr. Patten

*Page 34-* Are we still self-insured? Will the state cover the large claims? What about the Tax in 2020? Dr. Title said we will no longer be self-insured, there will be no IBNR or stop-loss. Claims get merged with other claims; the state doesn't carry a stop-loss as it is such a large pool. We will not be treated any differently than anyone else for the tax in 2020. Mr. Dwyer asked for an explanation of 'substantially equivalent' and the rationale for getting an agreement from all bargaining units. Dr. Title said, while the Board has unilateral authority to implement coverage that is deemed substantially equivalent, that is a debatable point. All the bargaining units agreed on this plan, avoiding grievance arbitration, and it saves the district \$3.5 million.

*Page 11-15, Mandates* - Is there a way attach a cost to each mandate? Dr. Title said this might be difficult – much of the cost is in the time spent; a classic example is teacher/administrator evaluation. The amount of hours spent to conduct observations far outweighs the direct costs.

*Page 22, Income, Grants* – Was there a tech grant this year as in previous years? Dr. Title said we did apply for a grant and have been approved, but the state bond commission has not released the money, and it is unclear when that will happen. Mrs. Maxon-Kennelly asked which program is not being implemented because of this? Ms. Byrnes said this is a grant that supplements a grant; it would aid in the replacement of netbooks.

*Page 39, Extra-Curricular Activities* – What are these? Dr. Title said these are faculty-driven clubs and activities and the proposal is still under consideration – it is a \$15K item. Mrs. Maxon-Kennelly said she was happy about this item. Mrs. Bonina said that each school has separate wants; TMS has a big demand for homework club activities; there is also a large cross country group and interest for a chess club.

Ms. Karnal

*Page 10* – How many students are taking the AP tests and getting the credits? Could we get a breakdown of this graph? Dr. Title said the breakdown of the graph has been previously provided and is a baseline in the District Improvement Plan. By expanding AP, students who may not normally take an AP are encouraged to reach hard and when those students earn a 3, they become success stories. Credits earned varies by college.

*How is the AP test score weighted on the transcript? Is there a need for more AP teachers?* Dr. Title said the AP test score has nothing to do with GPA; the benefit is that it is a harder class. There is additional staff in the budget, some with higher level classes; staff is moved around based on student need. Mrs. Liu-McCormack said that most schools require a score of 4 or even 5 to receive credit and it would be comforting to see those absolute numbers reflected in this graph. Have we been able to sustain or increase the numbers of 4s and 5s as well as adding more 3s to the bucket? Have we been making it happen for all the kdis? Mrs. Gerber said that the AP District Honor Roll is based on a 3+; that is the reason this graph is in the book. Absolute numbers have previously been provided to the Board.

Mrs. Liu-McCormack

*Page 41, Item 317– Why is there an increase in transportation with the reduced population and fuel rate decrease? What is the savings from the \$.56 decrease per gallon? Dr. Title referred to page 31; the net effect of the student population movement results in the same number of busses needed and the contract has an automatic increase of 2.5% per year. The district saved about \$100K with the decrease of the fuel rate. Ms. Leonardi added that bus aides and transportation for homeless students factor in as well.*

*Have you considered retaining a transportation consultant? Dr. Title said this has been done previously and it was determined that we are running the correct number of busses. Mr. Ficke does an outstanding job. The district audit suggested a bus route software upgrade and this will be done.*

*Will the software allow families to opt-out? Although we feel the need to provide the service, many parents drive their children. Mr. Dwyer said transportation is a state requirement, Mrs. Liu-McCormack felt there was leeway in that requirement.*

*How do Special Education mandates impact the budget, what is the trend, what is the total of percentage of Special Education, ELL and Gifted spending in our budget? We've never seen how the trend has evolved. What's the total percentage of SPED spending in our budget? Mr. Dwyer referenced page 123. Mr. Calabrese said 12% is for Special Education. Mrs. Liu-McCormack said she would prefer to see the trend of state mandates.*

*Page 37 – Would like to see growth in Instructional Services and is also interested in reallocating money to professional development. Dr. Title said that Professional Development is a healthy number and comes directly from curriculum leaders and directors. Curriculum development is also a form of staff development, as teachers perform research in this area. Mrs. Liu-McCormack said this page is the heart of what public schools are all about. She would like to see other lines have money cut from them to add to this line. It would be wonderful to have professional development from global leaders in particular disciplines.*

**Public Comment:**

Suzanne Miska, Ryegate Road: Appreciates health plan process discussion; would like a math curriculum and special education program review.

Mr. Llewellyn

*Requested adding a column for a historical breakout of the legal fees. Dr. Title said this has previously been provided.*

*Is there any impact to the budget from Food Service? Dr. Title said no.*

*Requested a copy of the Food Services Amendment for this year. Mrs. Munsell said she would furnish that.*

*Page 33 - Which bargaining units are currently active in discussions? Dr. Title said every non-certified bargaining unit. Mr. Dwyer added there is only one non-certified contract in current discussions; the other 4 will begin in the spring. Non-certified is about 1/3 of all employees.*

*Page 37 - Is iReady being discontinued? Dr. Title said the switch is being made to STAR for math at the end of the year. Mr. Llewellyn expressed concern about continuity. Dr. Boice said the same SBAC alignment can be performed for STAR as was done for iReady. The fixed price for STAR included both Math and LA, combined. Dr. Rasmussen said the iReady assessments take an hour or more; STAR assessments are done in 15 minutes; both tests provide the same amount of information and both are aligned to the Common Core. Mrs. Liu-McCormack expressed concern; she liked iReady and the detailed reports it offered – there is more opaqueness to STAR. Dr.*



Rasmussen said STAR is not the only data point, there are many other data points that teachers use. Mrs. Maxon-Kennelly asked if both tests provide the needed strand data and Dr. Boice said yes.

*Page 45* – In approving the budget, are we implicitly approving the textbook? Dr. Title said no; the process to select the book is ongoing and the Board will vote on this once a book is chosen.

*Page 45, Line 401* – What is that? Dr. Title said that is each principal's allocation is used at his/her discretion. Mrs. Munsell added that general supplies can be generic instructional supplies.

*How does the budget address the consultant's review of the racial imbalance issue?* Dr. Title said this is not included in the budget; the assumption is that whatever the consultant comes up with, it could not be implemented in 2016. Mr. Dwyer said the state is looking for progress.

Ms. Pytko asked about the budget process. Mr. Dwyer said that many of the Board's questions have been addressed in the Q&A document. Board members are still welcome to submit questions, and ask questions at the table.

Mrs. Maxon-Kennelly asked for a fuller explanation of PSAT grade 9 testing, page 37. Dr. Title said that the decision regarding that has not yet been made, but if adopted, the money must be in the budget. It costs \$8 per student, around \$6400.

Mr. Dwyer said next Tuesday's meeting will cover the balance of the budget book and asked Board members to discuss recommended changes at that time.

Mr. Patten asked if the Q&A document would be available for the public and was told yes.

Mrs. Gerber motioned, Ms. Karnal seconded, to adjourn the meeting.

**Motion Passed: 9-0** - Meeting adjourned 10:07 PM.

*Respectfully Submitted*  
*Jessica Gerber*  
*Fairfield Board of Education Secretary*

**Special Meeting Minutes**  
**Fairfield BoE, January 26, 2016**

**NOTICE:** A full meeting recording can be obtained from Fairfield Public Schools. Please call 203-255-8371 for more information and/or see the FPS website (under Board Meeting Minutes) for a link to FAIRTV.

*Call to Order of the Special Meeting of the Board of Education and Roll Call*

Chairman Philip Dwyer called the Special meeting to order at 7:33 PM. Present were members Eileen Liu-McCormack, Marc Patten, Donna Karnal, Jessica Gerber, Philip Dwyer, Anthony Calabrese, Trisha Pytko, Jennifer Maxon-Kennelly and John Llewellyn. Others present were Superintendent Dr. David Title, members of the central office leadership team, and approximately 20 members of the public.

*Business Items*

Mr. Dwyer thanked the staff for the Q&A document and for responding to Board member questions so quickly. The budget will be reviewed by section, followed by recommended changes. After the final discussion on Thursday, the budget will be submitted to the Town.

*Page 53-105, Budget Detail by Object*

Mrs. Gerber, page 54: Why is the number of teachers reduced at RLMS but not the other 2 middle schools? Dr. Title said this is based on an enrollment formula - the same rules apply to every school. Mrs. Leffert said the greatest impact is the reduction in grades 6 and 8, per the projections.

Ms. Karnal - How can we calculate the budget changes when teachers are added; this does not seem to add up in the book. Dr. Title said comparing budget to budget is done by position and the value can change based on the person that is in the position. For example, a higher salaried person might leave and be replaced by a lower salaried employee. Page 107 has more detail. Mr. Dwyer said each school's budget reflects specific teachers. Dr. Title added that the number might vary even more this year as the formula for budgeting retirees has changed. Rather than guessing who might retire, 18 retirements at \$36K are projected and that amount is placed into the staff turnover as a lump sum; it is not reflected in each school's budget line.

Mrs. Liu-McCormack asked why Stratfield only went down by \$23K but lost 3 teachers – that does not seem right. Dr. Title said degree changes and raises factor in; the numbers make sense in the aggregate, but the individual schools will vary due to teacher movement. Mr. Calabrese said large schools have more changes. Mrs. Munsell said it is more of a correlation with the estimated and actual.

Mr. Patten asked if budgeting for retirees was based on a rough estimate. Dr. Title said this is always a difficult prediction and referenced page 74, Staff Replacement – 18 retirees were put here at \$36K per retiree.

Mrs. Maxon-Kennelly, page 74 – Why is line 52110 at \$998K? Dr. Title said this is the sum of the \$350K non-retiree turnover and the \$648K retiree turnover.

Mr. Llewellyn

*Page 55, Line 51, What is the Community Partnership?* Dr. Title said this was first budgeted for in 15/16 and was in that budget as well. Ms. Leonardi said this program works with 18-21 year old students who have significant disabilities. The focus is on vocational and life skills. Currently there are 27 students in this program and 10 additional students are expected next year. Non-certified staff has been added with some certified staff for speech and language.

*Page 59, The Walter Fitzgerald administrator position has a 15% increase in salary? Dr. Title said this is a new position in the budget. It was budgeted for based on the salary grid, and an existing administrator with more experience filled that position; the proposed amount includes a step increase. Ms. Leonardi referred to page 59, in Pupil Personnel Services, which shows a reduction in the SPED coordinator expenditure due to this move.*

*Page 68, Info Tech Support, A 17% increase for adding 1 FTE appears to be high? Dr. Title said the FTE count is not going up; an elementary position was moved to secondary which comes with a higher pay grade and the positions will convert from 10 month to 12 month.*

*Page 69, Part-time Employment – Why does the budget line for special education substitutes show \$0? Ms. Leffert said budgeting for subs is always a guess and changes every year; the idea is to merge sub accounts; money is gained back from salary accounts for leaves of absence.*

*Page 74, Degree Changes - 14/15 actuals and 15/16 estimates are \$0, and yet we are budgeting \$270K? Could you provide the actuals for the last few years? Dr. Title explained that when there is a degree change, money is expended in that teacher's account; expenditures will never appear here. It is also highly variable. Ms. Leffert said staff has to inform us if they are anticipating a degree change and when; this actual amount is then budgeted for. She will provide the actuals.*

*Are all retirees moving to the new healthcare plan? Dr. Title said yes.*

*Page 76, 303, Line 54025 – Is that ESS? Can we get a copy of the ESS contract? Ms. Leonardi said yes, that amount is primarily for ESS – approximately \$100K of that is for other district-wide PK-12 consultative services for students with unique needs. A copy of the ESS contract will be provided.*

*How many ESS staff are in our schools? Ms. Leonardi said 2 are at each high school and 1 at the WFC. There is one Regional Director that is shared with another CT high school. Mrs. Maxon-Kennelly said more information can be found on page 36.*

*How does IReady protect the privacy of student data without a contract? Ms. Byrnes said she will provide the licensed user agreement that spells this out.*

*Why does the STAR purchase order only include Language Arts? Ms. Byrnes explained that the RESC (CES) contract is for both Math and Language Arts, but the district, at the time of the purchase order, was only using the Language Arts portion.*

Mr. Patten – Will any administrative savings in terms of staff time, be realized for the health insurance? Dr. Title said not initially, he expects the extra transitional work to settle down after a year or so. The ACA requirements will not change.

Ms. Karnal – How many pupils are in ESS? Are there students who can't get in to this program? Ms. Leonardi said 18 seats are offered at each FLHS and FWHS, with 9 offered at WFC. This is a good start-up number and we'll see as the year progresses if more seats are needed.

Mrs. Liu-McCormack – What was the alternative before ESS? Will the program be expanded? Is the idea to have students in this program for one year? Ms. Leonardi said there was no alternative; social workers and other staff were previously spending a lot of time with a small number of students. The ESS program is a therapeutic overlay during the school day, and the program is unique to each student. This will not lessen the number of psychologists or social workers in schools; it will return them to the tier 2 and 3 students and allow earlier involvement to avoid crisis levels.

*Page 107-123 – Budget by School and Departments, Program*

Mr. Llewellyn – Where are the legal expenses? Dr. Title referenced page 76, the Superintendent line. Mr. Dwyer added that many reports have been previously provided on this.

*Page 125 - 177 – Support Information*

Mr. Patten, page 140, Staff Changes – Can you speak to the shift in teaching staff and salaries from elementary to secondary? Dr. Title said the teachers are moved to where the kids are and we budget to that. We hire experienced people at all levels.

Mrs. Gerber, page 155 – How do the psychologists split their time at the high schools and CPP? Is ESS involved here? Ms. Leonardi said high school psychologists are the sole people responsible for conducting psycho-educational evaluations at the high school level. Much is required; psychologists average 50-60 comprehensive evaluations per year, and this takes them away from performing direct services. Triennial evaluations and evaluations done at the request of colleges are also done.

Mrs. Liu-McCormack, page 151 – Felt that a Math curriculum review should take place before approving the funding of an elementary Math text; must the text be common-core aligned? Dr. Title said the Math status update, as it is listed in the budget book, will take place this spring; the text has to be common-core aligned. A status update has been done once before for Art.

Mr. Dwyer said the Math book has been budgeted for but not yet selected. A Social Studies text has been selected but the purchase is deferred for the Math text. If we don't select a Math text, however, we could use those funds to purchase the Social Studies materials and texts.

Mrs. Gerber, Will the Social Studies texts be purchased for grades 6-8, as well as the 2 new courses at the high school? Dr. Title referenced page 150 – it also includes US History.

*What about the other Social Studies high school courses that need new texts?* Dr. Title said that going this path will balance the purchase of the texts to lessen the financial impact.

Mr. Patten, page 161 – What is the non-repairable equipment and is it an average? Is it mostly projectors? Ms. Byrnes said it is an average amount per year, and is mostly projectors and printers. As equipment dies, it is replaced. Multi-media projectors have a life of 3-5 years; there hasn't been a replacement plan for those units since we are still working on getting them in to all classrooms. Additionally, more mobile devices are being purchased; extended warranties on those don't make economic sense.

Mr. Patten, page 163 – Can the Holland Hill maintenance projects wait until the renovation? Dr. Title said no, these are needed repairs and he referenced detail on pages 168 and 169 – they can't wait 3 years. Mr. Cullen agreed and said the playground is rusting, the portable roof is failing, and the LMC carpet should be replaced.

Mr. Calabrese – Can we get a copy of the Playground reports that you previously mentioned? Mr. Cullen said yes.

Mrs. Liu-McCormack, page 150, would like a review of the existing World Language texts. Dr. Title said that will be on the May or June agenda. Dr. Boice said the World Language coordinator, Ms. Frankel, is gathering information on this; we are under no obligation to use the same series for new texts.

Mrs. Gerber, page 172, Will the acoustical ceilings be for the entire school and are the ceilings at the end of their useful life? Mr. Cullen said yes to both. Page 175, How old is the TMS flooring? Mr. Cullen said it is irreparable and the project is being re-bid. Page 176, Mrs. Gerber said it's nice to see the boiler projects as they have been completed.

Mr. Llewellyn had a few questions in the handouts, the Board Q&A:

1. Is the health plan that we are joining – is it a self-insured pool? Dr. Title said they are, but we are treated as fully-insured.
2. Could the legal expenses account be updated with encumbrances? Mrs. Munsell said yes. Dr. Title added that the account also has more in it than legal fees.

Mrs. Liu-McCormack – Can responses to her unanswered questions in the handouts be provided by Thursday, as she understood the information she requested was readily available? Mr. Dwyer said that was unlikely; a complete special education program review will not be done. Dr. Title added that all readily available information has been provided; some information requested might appear readily available but is in fact not.

Mr. Dwyer asked the Board to present any ideas for changes to the budget early enough to be vetted by the staff.

Ms. Pytko said she took ample time reviewing the budget and came prepared. She gave credit to those who did all the work and respects the staff; she hopes the Board echoes that as well.

*Public Comment:*

Stephanie Siford, Westwood Road: Questioned the elementary Math text amount of \$550K on page 153. Mr. Dwyer responded that it came from an average.

Trudi Durell, Woodcrest Road: Supports Holland Hill Playground project.

Mr. Llewellyn, page 161, Is this the Capture system? Dr. Title said no; document cameras are not included in the budget.

Mrs. Maxon-Kenelly – Said she will raise the issue of PSAT testing for grade 9.

Mr. Patten – In reference to the January 19 Board Q/A –the maintenance projects that are not funded - why is a large repair listed for the WFC – a leased space? Mr. Cullen said Priority 2 projects are listed and are not funded for next year. The referenced repairs at the WFC are considered cosmetic, the old carpet is on vinyl asbestos tile.

Mr. Dwyer reminded the Board that Thursday is a regular meeting, and asked the Board to review the Friday Packet memo from Mrs. Maxon-Kennelly regarding the deletion of Policy #5515.

Ms. Karnal moved, Mr. Patten seconded to adjourn the meeting.

**Motion Passed: 9-0, Meeting adjourned at 9:24 PM**

*Respectfully Submitted by  
Jessica Gerber  
Fairfield Board of Education  
Secretary*

**Regular Meeting Minutes  
Fairfield BoE, January 28, 2016**

**NOTICE: A full meeting recording can be obtained from Fairfield Public Schools. Please call 203-255-8371 for more information and/or see the FPS website (under Board Meeting Minutes) for a link to FAIRTV.**

*Call to Order of the Special Meeting of the Board of Education and Roll Call*

Chairman Philip Dwyer called the Regular meeting to order at 7:34PM. Present were members Eileen Liu-McCormack, Marc Patten (arrived 7:35PM), Donna Karnal, Jessica Gerber, Philip Dwyer, Anthony Calabrese, Trisha Pytko, Jennifer Maxon-Kennelly (arrived 7:40PM) and John Llewellyn. Others present were Superintendent Dr. David Title, Ludlowe student representatives Mihir Nene and Isabella Frango; Warde student representatives Ashley Agrello and Brittany Shuster; members of the central office leadership team, and approximately 25 members of the public.

Mr. Dwyer said documents at the table are in response to Board questions from the previous meeting.

*Student Reports*

Ms. Agrello and Ms. Shuster reported for Fairfield Warde High School: Mid-terms are over and students are preparing for course selection. Solar panels are being installed on the roof and should be completed by late February. The AMC, American Mathematics Competition, takes place February 2 and student surveys are going out.

Mr. Nene and Ms. Frango reported for Fairfield Ludlowe High School. The 9<sup>th</sup> Project Runway is in the planning stages; the Juniors Parent coffee meeting took place; marking period 3 is beginning, students will be taking the AMC as well, and also the National Latin Exam will be administered soon; the sophomore dance is coming up.

Mrs. Liu-McCormack asked what it takes to move forward to the next level for the AMC. Mr. Nene said it requires a score of 100 or above to move on and is very challenging.

*Old Business*

*Approval of By-Law Amendment Article V, Section 6*

Mrs. Maxon-Kennelly moved, Mrs. Gerber seconded that the Board of Education approve the By-Law Amendment Article V, Section 6.

Mrs. Maxon-Kennelly felt this improved clarity for the public.

Mr. Calabrese supports the amendment; he would also be in favor of a public comment at the beginning of the meeting that allows the public to speak on both agenda and non-agenda items, possibly for 15 minutes, but he understands that it had been abused in the past.

Mr. Llewellyn referenced the enclosure and asked what is the difference with the red vs. the black line? If a person wished to comment after hearing the Superintendent Report, for example, would not be able to? Mrs. Maxon-Kennelly said in terms of this agenda – items 7, 8, 9, and 10 would not have public comment, but a person wishing to comment on those items could comment at the beginning of the meeting. This is more conducive to running an efficient public meeting.

Mr. Dwyer added that every item of the agenda can be discussed at the beginning of the meeting, and voting items of interest also have public comment.

Mr. Llewellyn – What about a curriculum presentation? There is no ability to comment on that? Would like folks to be able to weigh in on the District Improvement Plan results, for example, and there is no vote there. Either add Public comment at the end, or leave it the way it is and add that people can comment on both agenda and non-agenda items.

Mr. Dwyer said a curriculum presentation is usually followed by a first read and then a vote, so the ability to comment exists for that.

Mr. Patten said his interpretation is that the only time for public comment on items other than old or new business is at the beginning of the meeting. For example, there is no opportunity for the public to comment on committee and liaison reports, and this clarifies that.



Mrs. Maxon-Kennelly said the guidance here is clear, public comment is allowed for old and new business only. Ms. Karnal recommended tightening up the language since Board members are still unclear. Mr. Llewellyn felt this is more restrictive. Mrs. Maxon-Kennelly disputed that; she said it is clearer. Mr. Patten said the new language is more streamlined.

Mr. Llewellyn moved, Mrs. Liu-McCormack seconded to amend the motion and in A.2. strike “agenda” and insert “both agenda and non-agenda”

Mr. Llewellyn says this was stripped from the public a year ago; Westport has this.  
Mr. Calabrese could not vote in favor without a time attached.

Mrs. Liu-McCormack moved, Ms. Karnal seconded to amend the amendment and add the following phrase at the end of the first sentence in A.2.: “for no longer than 15 minutes”

Mrs. Liu-McCormack said this is a good compromise and gesture.  
Mr. Dwyer said this could make the meeting longer and delay the business portion of the meeting.  
Mrs. Maxon-Kennelly opposes the amendment to which this amendment is attached.  
Mr. Patten said he will vote against this; there shouldn’t be a time limit for public comment on agenda items.

**Motion Failed: 2-7**

Favor: Ms. Karnal, Mr. Llewellyn

Oppose: Mrs. Liu-McCormack, Mr. Patten, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

Mrs. Liu-McCormack moved, Mr. Llewellyn seconded to amend the amendment and add the following phrase at the end of the first sentence in A.2.: “with non-agenda items being limited to 15 minutes”

Mrs. Liu-McCormack said this addresses Mr. Patten’s valid concern on limiting public comment on agenda items.  
Mr. Dwyer said this opens the door to commenting on personnel with no way to protect staff; he would consider this if there were a constitutional way to protect staff, but he would rather not have that dialogue at the table. He does not support this amendment.  
Mr. Llewellyn disagreed with that argument - a comment could be made about staff when related to an agenda topic. Mr. Dwyer disputed this; he could rule someone out of order for doing this.  
Mrs. Liu-McCormack said this does not address the issue and won’t change the personal attacks, which have been allowed to happen in the past few months. Doesn’t think this is going to change that.

**Motion Failed: 3-6**

Favor: Mrs. Liu-McCormack, Ms. Karnal, Mr. Llewellyn

Oppose: Mr. Patten, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

Mr. Llewellyn’s original amendment (to amend the motion and in A.2. strike “agenda” and insert “both agenda and non-agenda”)

**Motion Failed: 3-6**

Favor: Mrs. Liu-McCormack, Ms. Karnal, Mr. Llewellyn

Oppose: Mr. Patten, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

Mr. Llewellyn moved, Ms. Karnal seconded to postpone indefinitely consideration of Enclosure No. 1, Article V Section 6.

Mr. Llewellyn said that we were hasty last year in the changes. There is better language, we shouldn't be cobbling things together.

Mr. Dwyer does not support the motion.

Mrs. Maxon-Kennelly said this is what she was trying to avoid – she did not want the Board tinkering with this at the table and she is in support of voting this in now.

**Motion Failed: 3-6**

Favor: Mrs. Liu-McCormack, Ms. Karnal, Mr. Llewellyn

Oppose: Mr. Patten, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

Original Motion (to approve the By-Law Amendment Article V, Section 6)

**Motion Passed: 6-3**

Favor: Mr. Patten, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

Oppose: Mrs. Liu-McCormack, Ms. Karnal, Mr. Llewellyn

*Approval of Policy 5514 – Students – Administration of Medication in the Schools*

Mrs. Maxon-Kennelly moved, Mrs. Gerber seconded that the Board of Education approve Policy 5514 – Students – Administration of Emergency Medication in the Schools”

Mrs. Maxon-Kennelly said she received no questions. The Board of Health does not need to be listed as an approver.

**Motion Passed: 9-0**

*Approval to Delete Policy 5515 – Students – Protocol for Administration of Emergency Medications by Non-Nursing School Personnel*

Mrs. Maxon-Kennelly moved, Mrs. Gerber seconded that the Board of Education approve the deletion of Policy 5515 – Students – Protocol for Administration of Emergency Medication by Non-Nursing School Personnel.

Mrs. Maxon-Kennelly said this will avoid redundancy; the policy is rendered obsolete.

**Motion Passed: 9-0**

<i>New Business</i>
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*Adoption of a Recommended Budget for the 2016-2017 Fiscal Year*

Mrs. Gerber moved, Mrs. Maxon-Kennelly seconded that the Board of Education approve an operating budget for the 2016-2017 fiscal year in the amount of \$165,393,561 as presented, to be forwarded to the Town of Fairfield.

Dr. Title referenced the PSAT's for 9<sup>th</sup> grade students – He said this will not be implemented in 16/17; the administration would like to study this option and see if it is the right approach. He requested the budget not be amended for that small amount, as chances are that more assessment costs will be incurred.

Mrs. Maxon-Kennelly appreciates hearing that and respects the staff for taking more time for reconsideration.

Mr. Llewellyn

*Page 158, 159 – Please clarify the \$1.98M projected IBNR in Column 5?* Mrs. Munsell explained that number is based on the June 2015 IBNR that AON provides in September; the district estimates the June 2016 IBNR by using that with the change in claims.

*Does the \$500K reserve stay in our operating budget if not needed?* Dr. Title said funds are transferred over as needed; details with the Town have yet to be worked out; operating budget money is transferred to medical retention to pay the bills. It is too early to tell if the \$500K is needed for this purpose; this will remain in our budget until it is needed.

*Will premiums for the CT Partnership be paid out of the medical retention fund?* Dr. Title said yes, this is the agreement with the Town; we are paying rates to the new carrier and paying off claims to the old carrier. Mrs. Munsell said that is also the vehicle for employee payments.

*Have all unions voted and ratified this move?* Dr. Title said not all units need to vote, but there are MOU's with all bargaining units.

*In terms of CT Partnership paperwork, have we been accepted?* Dr. Title said the legislation states that if all employees go over to the new plan, then we are guaranteed acceptance. Mrs. Munsell said we are well on our way and currently filling out paperwork and meeting via conference call.

Mr. Patten referenced the playground reports and felt they were lacking recommendations; he asked that future inspection reports that involve recommended expenditures be in writing.

Mr. Calabrese said he knew both playground inspectors that were referenced and he trusted their judgment. He also explained that a rating of '1' identifies an urgent repair.

Mrs. Liu-McCormack - What is the percentage of the budget allocated to Special Education at elementary, middle and high school? How do we allocate spending? The trend seems to be going up? Dr. Title said this number is calculated by the state. Ms. Leonardi added the overall percentage number usually stays between 22-24% of the overall budget and is not disaggregated. The state calculates this through the ED001 and the formula generates a rate; while the percentage can fluctuate it generally remains in that range.

Ms Karna asked if the number of people utilizing the services is constant. Ms. Leonardi said the prevalence rate is 11%. We are seeing increases in referrals, particularly with mental health.

*Public Comment:*

Sue Miska, Ryegate Road: Concerned with playground ratings and the Math text. Requested presentation on Special Education and 401(a).

Kelly McWhinnie, Church Hill Road: Urged the Board to pass the budget as presented.

Ms. Karna requested clarification on pricing for IReady vs. STAR, for both Math and English - Would IReady give us the same price for Math and Reading? Dr. Boice said for this year, the RESC contract for STAR does provide both Math and Reading, but we are only using the Reading; Math is therefore not mentioned in the paperwork. IReady is what we are using for Math. Next year, we will be using STAR for both Math and Reading. Mr. Cummings said he had only budgeted for STAR, and wasn't sure if IReady could offer both at the same price.

Mrs. Liu-McCormack – Said that she thought the iReady results were helpful, wondered if STAR provided the same. What is the feedback on STAR? Is there a correlation to SBAC? Mr. Cummings said there is a learning curve and the staff has seen the benefits. He stressed that this assessment is one data point of many and is advantageous due to the impact on instructional time. Dr. Boice said there is a correlation to SBAC.

Mr. Patten commended and thanked the staff for their work with the budget and he fully supports it.

Mr. Llewellyn said he didn't know if dollars are being spent in the right places and meeting the needs of the students. He said IReady should be kept for another year for continuity; it is important to keep common assessments for more

than a year or two – what would be the estimate to do that? Ms. Byrnes said a good estimate would be to add 5% to the \$48K number from last year, and Dr. Title agreed.

Ms. Pytko – Would STAR be kept in addition to this? Mr. Llewellyn said yes.

Mr. Llewellyn moved, Mrs. Liu-McCormack seconded to amend the budget to include iReady in 2016-17 for \$48,000, to be funded through \$6336 of savings from the PSAT assessment that has been removed; and \$41,664 from the \$500,000 reserve in the medical retention fund.

Mr. Llewellyn said it is imperative to keep a common assessment to have baseline data.

Mrs. Liu-McCormack agreed it makes good common sense from a statistical point of view and said she liked the IReady test and the supporting materials regarding results, and would like a review of the new Math curriculum.

Dr. Title said the SBAC was given in Math last spring, will be given this spring, and will continue next year; this will provide 3 consecutive data points. Is concerned that giving both STAR and IReady will be double testing all students in Math in fall, winter and spring. Additionally, the PSAT money will no doubt be needed, and it is important to signal to the Town that we are being prudent and conservative when budgeting for the unknowns in the health insurance account; does not recommend taking any money from the \$500K that is budgeted for volatility.

Ms. Pytko – what is the need to have both tests if both are based on the common core and one will favor more instructional time?

Mr. Patten agreed and is not in favor of over-testing and does not recommend taking money from medical retention.

Mrs. Maxon-Kennelly said the Board should listen to the staff. We are talking about 2 tests done multiple times per year.

Mr. Patten asked about the SBAC trial. Dr. Title said there was a pilot year and no results were given to us. In October, we received data by subject, grade, and school – this is the baseline data for SBAC and was provided to the Board.

Mr. Llewellyn said the data he received on this didn't show the strand level. Will the same level of detail be supplied for SBAC as it was for the CMT's? Dr. Title said the terms are different for SBAC – the data is referred to as Claims, and this will be presented at the status update in April. Claims are different and are not nearly the level of detail as the strand data in the CMT's, it is more highly aggregated like large categories.

Mr. Llewellyn said IReady does have detail and he would be happy to drop STAR to keep IReady; he felt there was a big enough cushion in the medical retention fund to do this.

#### *Public Comment on amendment:*

Sue Miska, Ryegate Road, Would like to see the tests compared. \$46,000 is not much to find in a large budget. John Convertito, Oyster Road: You're talking about one data point amongst many. Follow the judgment of the professional staff; does not support the amendment.

Dawn Llewellyn, Fairfield Resident: Urged the Board to use IReady as a benchmark, it has more detail.

Kelly McWhinnie, Church Hill Road: Does not support another standardized assessment to chase data.

Bob Smoler, FEA President: Overabundance of testing at the expense of instructional time is damaging. Inadvisable to take funds from a self-insured plan.

#### **Motion Failed: 3-6**

Favor: Mrs. Liu-McCormack, Ms. Karnal, Mr. Llewellyn

Oppose: Mr. Patten, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

**Original Motion** (to approve an operating budget for the 2016-2017 fiscal year in the amount of \$165,393,561 as presented, to be forwarded to the Town of Fairfield) **Passed: 8-0-1**

Favor: Mrs. Liu-McCormack, Mr. Patten, Ms. Karnal, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

Oppose: None

Abstain: Mr. Llewellyn

Mr. Dwyer encouraged Board members to promote the budget at upcoming town meetings.

Dr. Title thanked the Board for its support; the Board had input and we listened to the objections and high priorities.

The budget reflects a team effort, and the District Improvement Plan gives us a roadmap to develop a budget. March 8 is the next official budget meeting with the BoS and BoF.

#### *Approval of the 2016 National Youth Tobacco Survey*

Mrs. Gerber moved, Mrs. Maxon-Kennelly seconded that the Board of Education approve the 2016 National Youth Tobacco Survey.

Dr. Title said the survey impacts FWHS only – 2 classes at each grade level. Not that impactful and approval is recommended.

Mr. Llewellyn – Procedurally, shouldn't this be a First Read? Dr. Title said yes, but this is requiring a quick turnaround and is fairly routine.

Mrs. Gerber supports moving this forward, it is an important questionnaire.

Mr. Patten and Mrs. Maxon-Kennelly agreed.

Mr. Llewellyn wanted to ensure that there is an opt-out for parents to use. Mrs. Parks said there is.

Mrs. Liu-McCormack – How long is the survey and what will the Opt-out students do in the meantime? Mrs. Parks said it takes about 35 minutes and teachers will know the opt-outs ahead of time to plan for that. Mr. Ebling said this is for a small number of students – 80 in total. Typically, not too many parents opt-out.

Mrs. Maxon-Kennelly said the cover letter assures student privacy and she was curious about the monetary award. Mr. Ebling said he wasn't sure how much that would be for.

**Motion Passed: 9-0**

#### *Approval of Minutes*

##### *Approval of the Minutes of the January 12, 2016 Regular Meeting*

Mrs. Gerber moved, Ms. Pytko seconded that the Board of Education approve the Minutes of the Regular Meeting of January 12, 2016.

**Motion Passed: 7-2**

Favor: Mr. Patten, Ms. Karnal, Mrs. Gerber, Mr. Dwyer, Mr. Calabrese, Ms. Pytko, Mrs. Maxon-Kennelly

Oppose: Mrs. Liu-McCormack, Mr. Llewellyn

#### *Superintendent's Report*

##### *Quarterly Financial Report*

Mrs. Munsell thanked the Board for the budget approval and reviewed the Quarterly Financial Report as of December 31, 2015. Midway through the fiscal year, Fairfield Public Schools' total expenses are projected to be within budget. While there are many unknowns, we have benefitted from the lack of snow, warm weather and introduction of therapeutic services for psychiatric and behavioral issues.

Mr. Llewellyn

*What is the breakdown of line 305, support services, professional technical?* Mrs. Munsell said she had already provided that. Mr. Llewellyn said if going forward that could be broken out that would be great.

*What does the \$877K on page 1, teaching staff, represent?* Mrs. Munsell said we use these categories to balance our salary accounts when there is a vacancy – this is done on a monthly basis. The money is moved down to staff replacement and the accounts counteract each other.

*Does the \$877K represent 100 FTE's?* Mrs. Munsell said not necessarily; it is cumulative.

<i>Committee/Liaison Reports</i>
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Ms. Pytko said the SEPTA meeting is on Feb. 10, REHAB Associates will be presenting; Saturday night is the Fairfield YMCA Family Fun night for children with special needs and their families .

Mrs. Gerber reported that, as the Board knows, from an email she sent to them, the FLHS Building Committee did get a proposal from Gilbane, and is now planning to go to the Town for additional funding. Mr. Llewellyn asked if there is a final budget number on this and Mrs. Gerber said yes, it is included in the information that she previously provided to Board members – it is \$3.5 million.

Mr. Dwyer reported that the Board of Selectmen approved Holland Hill. It will start with an initial building committee composed of people who can meet weekly during the day in order to move the project forward. Mrs. Maxon-Kennelly was happy to hear that Tom Quinn was going to be on the building committee.

<i>Open Board Comment</i>
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Mrs. Liu-McCormack hopes that program reviews will be given in the coming years. We need greater clarity in how we are spending our money. She still has questions. When she can't find clarity she asks questions. She appreciated the staff coming up with \$3.5 million that allowed us to invest in programs. She will continue to push for further clarity in programs and financial aspects.

Mr. Patten advised Board members to advocate for the budget at town meetings, on Facebook and to see it through to the end.

Mr. Calabrese agreed; we all do need to support this budget.

Mrs. Gerber – thanked Dr. Title and the staff for the budget presentation and for responding to all of the detailed questions so quickly. She is looking forward to the implementation of the District Improvement Plan and to supporting the budget.

<i>Adjournment</i>
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Ms. Pytko moved, Mr. Patten seconded that this Regular Meeting of the Board of Education adjourn.

**Motion Passed: 9-0**

Meeting adjourned at 10:07PM

*Respectfully Submitted by*  
*Jessica Gerber*  
*Fairfield Public Schools*  
*Secretary*