

# FAIRFIELD PUBLIC SCHOOLS

Board of Education Regular Meeting Agenda  
501 Kings Highway East, 2<sup>nd</sup> Floor Board Conference Room  
Monday, March 19, 2018 (*rescheduled from 3/13*)  
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 Ludlow: Ms. Molly Baker, Ms. Isabella Schichter  
Fairfield Warde: Mr. Ted Orben, Mr. Paul Rivera
4. Presentations:
  - A. Technology Curriculum Status - Update
  - B. Library/Media Curriculum Status - Update
5. Public Comment\*
6. Old Business

A. Approval of Policies

Policy 1311.1: Community Relations, Political Activities of School Employees

**Recommended Motion:** “that the Board of Education approve Policy 1311.1: Community Relations, Political Activities of School Employees

(Enclosure No. 1)

Policy 1311.2: Community Relations, Political Activities in the Schools/On School Board Property

**Recommended Motion:** “that the Board of Education approve Policy 1311.2: Community Relations, Political Activities in the Schools/On School Board Property

(Enclosure No. 2)

Policy 5144.1: Students, Use of Physical Force

**Recommended Motion:** “that the Board of Education approve Policy 5144.1: Students, Use of Physical Force”

7. New Business
  - A. Approval of UI Energy Opportunity Program – Proposed Project at McKinley Elementary School  
(Enclosure No. 3)
  - B. Discussion and Possible Action on Facilities Planning Research – Milone and MacBroom Scenarios
    - i. *Close an elementary school (Scenario A and B) \*Two items*
    - ii. *Relocate WFC (Scenario D2)*
    - iii. *Consider grade reconfiguration (Scenario D and F) \*Two items*
    - iv. *Relocate CO as part of grade reconfiguration*
    - v. *Consolidate to one High School*

8. Approval of Minutes

A. Approval of Special Minutes of January 23, 2018

**Recommended Motion:** "that the Board of Education approve the minutes of the Special Meeting of January 23, 2018"

(Enclosure No. 4)

B. Approval of Regular Minutes of January 25, 2018

**Recommended Motion:** "that the Board of Education approve the minutes of the Regular Meeting of January 25, 2018"

(Enclosure No. 5)

C. Approval of Special Minutes of February 8, 2018

**Recommended Motion:** "that the Board of Education approve the minutes of the Special Meeting of February 8, 2018"

(Enclosure No. 6)

D. Approval of Regular Minutes of February 13, 2018

**Recommended Motion:** "that the Board of Education approve the minutes of the Regular Meeting of February 13, 2018"

(Enclosure No. 7)

9. Superintendent's Report

10. Committee/Liaison Reports

11. Open Board Comment

12. Public Comment\*

13. Adjournment

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

*\*During this period the Board will accept public comment on items pertaining to this meeting's agenda from any citizen present at the meeting (per BOE By-Law, Article V, Section 6). Those wishing to videotape or take photographs must abide by CGS §1-226.*

CALENDAR OF EVENTS

<b>THURSDAY</b> April 5, 2018	Board of Education 7:30 PM	501 Kings Highway East 2 <sup>nd</sup> Floor Board Conference Room
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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 the office of Special Education, 501 Kings Highway East, Fairfield, CT 06825, Telephone: (203) 255-8379.*

## P1311.1(a)

### Community Relations

#### Political Activities of School Employees

District employees shall be entitled to full rights of citizenship, and no political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing such activities do not interfere with the performance of the employee's duties or the District's business.

#### Performance of Civic Duties by Employees

Employees are encouraged to perform their civic duties commensurate with democratic ideals. These duties may include:

- A. Voting and taking an interest in current social, political, and economic issues.
- B. Exercising democratic rights and responsibilities shared with other citizens. These rights and privileges may include:
  1. Electioneering for candidates off school grounds, except on an election day;
  2. Accepting positions in political campaigns;
  3. Holding an office in a political party organization; and/or
  4. Serving as a delegate to political party conventions.

#### Individual Responsibility in Participating in Political Functions

- A. Employees engaging in political activities shall not:
  1. Engage in **political campaign** activities on school premises during school hours or at school events;
  2. Involve their school, school property, and/or students in personal political campaigns;
  3. Distribute **political campaign** literature within schools or on school buses, including but not limited to electronic mail, supporting one or more candidates, nor shall campaign posters be displayed at or within the schools. Campaign material shall be used solely for educational purposes; or
  4. Poll their students to determine how their parents are voting on any issue, and shall not attempt to indoctrinate students with personal, political, or social philosophy.
- B. Employee's attendance at, or participation at, political or union activities during work time shall not take place without prior written approval of the administration.

#### Political Materials and/or Engagement as Part of the Instructional Program

- A.** Teachers may use political materials as part of the instructional program, provided the material is germane to the instructional objectives of the course and/or curriculum. ~~Any presentation of political materials, or issues, or expression of views, however, must be balanced and fair.~~ **The course's overall presentation of political materials, issues, or expression of the views must represent a balance of perspectives.**

- B. Teachers shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation to controversial subjects, within such limits as may be imposed by relevance to the course, the maturity level and intellectual ability of the students, and the time available.
- C. Teachers shall permit freedom of expression on those topics that are matters of opinion so that students may weigh alternative views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions in order to develop as fully as possible their capacity for rational judgment.
- D. Teachers shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.
- E. A teacher ~~may express his/her opinions in regard to political, social and religious values or issues provided that the total presentation is essentially balanced and fair.~~ He/She shall not use professional interaction with students to further his/her own political aims or views or those of any other individual or group.

The following situations are exempt from the prohibitions of this policy:

- The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, such as **but not limited to** history, civics, current events, and political science.
- The conduct of student elections and campaigning connected therewith.
- The conduct of professional staff member representative elections.
- The conduct of student political clubs and their advisors during club meeting times.
- Union activity conducting union business.

Nothing in this policy shall be interpreted to impose a burden on the constitutionally protected speech of a staff member or student.

Problems concerning the political activity of an employee shall be reported to the Superintendent or designee who shall follow-up and take appropriate action.

Legal Reference:        Connecticut General Statutes  
                                 7-421 Political activities of classified municipal employees.  
                                 7-421b Limitation on restriction of political rights of municipal employees.  
                                 10-156e Employees of boards of education permitted to serve as elected  
                                 officials; exception.

## P1311.2 (a)

### Community Relations

#### Political Activities in the Schools/On School Board Property

##### 1. Political Candidates/Issues

**Debate or Forum:** If a class or school-sponsored group plans a political debate or forum during the school day, the Principal/teacher/sponsor shall ensure that all candidates for the same public office or who have differing opinions on a political issue are given equal opportunity to participate.

**Appearances:** Elected politicians and political candidates are not allowed to appear at a school unless they are invited to visit or speak to a class or other school-related activity during school hours. However, they are entitled to the same rights of all citizens to visit the schools. The requirements for debates or forums are applicable and other candidates for the same public office should be invited to visit at the same time or be provided an equivalent opportunity.

Nothing in this policy shall preclude or prevent incumbent elected public officials from appearances on District property upon the invitation of the Superintendent, the Superintendent's designee or Principal provided that it is within their official capacity and not a campaign activity.

##### 2. School Group Participation in Political Events

School groups may not participate in appearances that create an undue amount of interference with the regular school program or that cause an excessive amount of students' absences for rehearsal or preparation.

##### 3. Use or Distribution of Political Materials During School Hours or on School Grounds

- a. ~~Interschool Mail.~~ Any interschool or intraschool mail and/or email system may not be used to distribute any political materials to schools. A regular newsletter of an employee organization that is normally distributed by the District's/school's mail system will not be considered political material if it simply contains news of a political nature taken by the organization.
- b. ~~Political Materials.~~ Any distribution of political materials by non-students, unless as part of an event scheduled in accordance with the school reservation process, is prohibited on school grounds and/or on school buses, except as allowed under this policy.
- c. ~~Student Elections.~~ Students may post or distribute student-government election materials in an appropriate time, place, and manner, as determined by the Principal, so as to avoid any disruption to the learning environment.
- d. Student disruption or display of political material that is disruptive of the educational environment is not permitted.

- e. This policy should not be construed to limit citizens' political activity on an election day during polling hours in compliance with local ordinances or election law.

Legal Reference: Connecticut General Statutes  
7-421 Political activities of classified municipal employees.  
7-421b Limitation on restriction of political rights of municipal employees.  
9-369b Explanatory text relating to local questions.  
10-156e Employees of boards of education permitted to serve as elected officials; exception.  
10-239 Use of school facilities for other purposes  
31-51q Liability of employer for discipline or discharge of employee on account of employee's exercise of certain constitutional rights.  
*Keyishian v. Board of Regents* 395 U.S. 589, 603 (1967)  
Academic Freedom Policy (adopted by Connecticut State Board of Education, 9/9/81)  
Equal Access Act, 20 U.S.C. ss 4071-4074

**Fairfield Public Schools**  
Fairfield, CT 06825

**TO:** Dr. Toni Jones and Members of the Board of Education

**FROM:** Salvatore Morabito, Manager of Construction, Security and Safety

**DATE:** March 6, 2018

**RE:** **UI Energy Opportunities Program -  
Proposed Project at: McKinley Elementary**

A lighting upgrade project has been proposed for the McKinley Elementary School site. The proposal is by Energy Efficient Lighting LLC. The proposed project would replace some existing lights with new energy efficient LED light fixtures and will upgrade/retrofit other fixtures with LED technology. The proposed project will be paid for by the use of rebates and incentives available through the United Illuminating Company's Energy Opportunities Program.

It is requested that the Board authorize the Superintendent to enter into a Municipal Energy Opportunities Agreement with the United Illuminating Company and further authorize the Superintendent to execute the required documents in order to participate in an energy conservation program called Energy Opportunities.

Attached are the standard agreements for participation in the UI Energy Opportunities Program for the proposed lighting update project at McKinley Elementary School along with a project summary prepared by Energy Efficient Lighting LLC of the proposed lighting upgrades at the school.

If you have any questions, please feel free to contact me.

c: Central Office Administration  
Meg Brown

# Energy Efficient Lighting

## LED Lighting Upgrade

McKinley Elementary School, Fairfield Public Schools

Proposal #2017-133

Mr. Sal Morabito  
Fairfield Public Schools  
501 Kings Hwy  
Fairfield, CT 06825

February 14, 2018

RE: Cost Saving Lighting Upgrades – Turn-key, No “Out of Pocket” Money Needed!  
*McKinley Elementary School Lighting Upgrade to LED – Entire Facility: Interior/Exterior*

Dear Mr. Morabito:

Energy Efficient Lighting (EEL) understands that investing in capital projects to improve or repair existing infrastructure is difficult during the current challenging financial environment. That’s why we are offering turn-key capital projects to you, at this time, that do not require any money at all from you.

We have helped many clients, just like you, initiate successful projects without the worry of providing any financial capital. Best of all, the project will generate a positive cash-flow immediately upon completion. Hopefully EEL can help you take a few projects off your bucket list.

EEL originators started in the energy efficiency field over 25 years ago designing energy efficient lighting projects for Industrial and Municipal clients. EEL was created as a lighting Energy Service Company (ESCO) with a goal to create energy efficient turnkey projects that made sense for each specific client. Not just an imprudent generic design approach like many other ESCO’s offer. The goal is to use the latest lighting advances to create a comprehensive lighting solution that efficiently addressed all lighting in a facility not just a partial fix. We offer only top quality products that are ultra-efficient and qualify for all major Utility Energy Conservation Incentive Programs.

We are excited at the prospect to work with you again and the opportunity to propose fantastic energy efficiency initiatives that will correct existing lighting issues and save the Fairfield Public School System a significant amount of money.

We will gladly provide a free lighting upgrade proposal, including financial information, for any other Fairfield Public Schools building. We prepare all utility incentive paperwork and facilitate the financing process submittals for projects.

## McKinley Elementary School

This Proposal represents a turnkey strategy including all labor and materials needed to install the efficiency measures presented and the proper disposal of discarded materials.

### **I. Scope of work:**

This proposal includes 1,284 total measures throughout the interior/exterior areas of the facility. The existing lighting system is comprised of outdated Fluorescent (FL), Incandescent (INC) and Metal Halide (MH) technologies. These fixtures consume an extensive amount of electricity and create excessive heat adding to Air Condition burden in the warmer months



All LED products used in this proposal are “Energy Star” rated and, or Design Lights Consortium (DLC) approved. These LED measures will reduce the current lighting load by an estimated 67% and should virtually eliminate maintenance issues for a period of approximately 10 years (under current operating conditions) and are fully guaranteed for a period of 5 years.

## II. Proposed Solution Details (1,284 Total Fixtures):

### 1) Classrooms, Hallways, Offices and Common Area lights (1,159 Fixtures):

- a. Retrofit (933) – Standard T8 Fluorescent tube fixtures with LED tube technology.
  - i. EEL will remove all ballasts from fixtures to eliminate the potential for ballast oil leaking in the future.
- b. Replace (173) - Ceiling downlight fixtures to LED technology.
- c. Replace (23) - INC bulbs to LED technology.
- d. Retrofit (30) MH Wallwash Fixtures to LED technology (Hallways).

### 2) Gym (16 Total Fixtures):

- a. Replace (16) FL Sportlite Highbay fixtures with new LED Highbay fixtures with cages.

### 3) Cafeteria (40 Total Fixtures):

- a. Retrofit (10) MH Wallwash Fixtures with LED technology.
- b. Replace (30) - Ceiling downlight fixtures to LED technology.

### 4) Library (25 Total Fixtures):

- a. Retrofit (18) MH Wallwash Fixtures with LED technology.
- b. Replace (7) - Ceiling downlight fixtures to LED technology.

### 5) Exterior Pole Lights and building wall/canopy fixtures ( 44 Fixtures):

- a. Remove (17) - HPS pole fixtures to new LED Fixtures.
- b. Remove (27) - HPS building wall/canopy fixtures to new LED fixtures.

## III. Energy Savings/Payback:

- Estimated annual energy savings = 262,377 kWhs. (67% reduction from existing)
- Estimated annual electric bill savings = \$43,430
- Estimated simple payback = 2.3 years (electric savings only)

## IV. Pricing:

Price for turn-key installation of above referenced energy efficiency solutions:

FINANCIAL ANALYSIS	
<b>Total Installed Cost of Measures</b> (including; labor and material disposal)	<b>\$142,486</b>
<b>United Illuminating Incentive (estimated)</b>	<b>\$ 42,746</b>
<b>Net Project Cost to be financed at 0% interest</b>	<b>\$99,740</b>

**Final Cost to Customer = \$99,740**

## V. Payment Details:

The total price for this project is **one hundred forty-two thousand, four hundred, eighty-six dollars ... \$142,486.**

- i. United Illuminating Co. Incentive for this project is **\$42,746**. The incentive payment will be assigned (with customer approval) to EEL. The incentive will not be dispersed until Fairfield Public Schools is fully satisfied with the completed project and approves the release of funds.
- ii. Customer amount of **\$99,740**. The finance rate will be at 0% interest for a period of 3 years. (Utility on bill 0% financing).

## VI. On Bill 0% 36 month Financing Details:

⊕ **36 Month Finance Period with Monthly Payments of \$2,770** ( $\$99,740/36=\$2,770$ )

⊕ **Estimated Monthly Savings during 36 Month Finance Pay-back Period:**

- Energy savings only: = **\$3,619** ( $\$43,431/12=\$3,619$ )

⊕ **Energy bill savings from this project is larger than project monthly financing charges. So, existing electric bills are larger than the combination of new electric bill costs and project financing charges creating immediate positive cash flow.**

## VII. Terms & Conditions:

### Warranty:

#### Material:

- LED Lamps/Fixtures - 5yr. - **repair or replace (non-prorated).**

#### Labor:

- Labor: All workmanship will be warranted for five years. All warranty labor required for the replacement of defective components will be performed by EEL Staff for a period of five years. The date on the completion certificate will be the warranty date of record for this project.

Turn-key price includes the availability to work during First or Second shift, 5 days a week with zero overtime costs as required by customer schedule ( Monday – Friday).

### Pre-existing conditions:

EEL assumes that the existing electrical wiring, the grounding, the existing circuit breakers, and lighting fixtures are in good operable condition and in compliance with existing codes. Any major components or wiring discovered by EEL in need of repair shall be noted and submitted to the customer. Any such repairs will be the responsibility of the customer to remedy in a timely manner.

### Hazardous and Non-Hazardous waste:

The customer is responsible for the removal of asbestos and any hazardous material discovered on the immediate work site. EEL will cease work on the area until the condition noted is remedied.

**Utility Rebates:**

EEL has determined that utility rebates are available for this project by the **United Illuminating Co.** and are estimated to be valued at **\$42,746**. The final value may be slightly higher or lower based on the final application and inspection processes required for these funds. EEL will provide all of the administration required to procure the incentive at the customer’s request.

**VIII. Contract Signature:**

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

\* This proposal is hereby accepted and is an official contract between Fairfield Public Schools and Energy Efficient Lighting LLC (EEL). EEL is authorized to proceed with initiating work.

**This proposal is valid for the next 90 days.**

This Proposal is subject to Energy Efficient Lighting, LLC’s Terms and Conditions

We look forward to the prospect of working together with you to meet your efficient lighting needs! Please note that a period of 2 to 4 weeks may be needed to order certain materials. Feel Free to contact me with questions or comments regarding this proposal.

Kindest Regards,  
*Robert Guarino*

**Energy Efficient Lighting**

Robert Guarino  
203.809.4538  
[rob@eelsaves.com](mailto:rob@eelsaves.com)

*Energy Efficient Lighting, LLC. 121 N. Plains Industrial RD, Wallingford, CT 203.809.4538*

# ENERGY OPPORTUNITIES

I-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 ("Customer"), pertaining to the building to be retrofitted at

THOMPSON ST 60 ; FAIRFIELD, CT (the "Facility"), **MEO Project # 862b**, by

ENERGY EFFICIENT LIGHTING, 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

- a. 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.
- b. 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.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. 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

- a. 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.
- b. 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.



# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

- c. 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.

### 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.



# ENERGY OPPORTUNITIES

I-877-WISE USE

## Municipal Energy Opportunities Standard Agreement

- 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.
- 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.



## Municipal Energy Opportunities Standard Agreement

- 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

### 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.



## Municipal Energy Opportunities Standard Agreement

### 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 (CEEF) 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, financing for Customer's project. In addition to the foregoing, any and all financing transactions as between the TPFP 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 TPFP in connection with any and all financing transactions as between the TPFP 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 TPFP, including but not limited to any and all action or inaction of the TPFP related to the same.
- c. In the event that Customer receives financing from the TPFP as contemplated and provided for herein, UI may, in its sole discretion, provide an "interest rate buy down" in connection with such TPFP financing. An "interest rate buy down" means an upfront payment provided by UI (through use of CEEF funds) to the TPFP in order to lower the interest rate paid by Customer to the TPFP over time. An interest rate buy down is only available to Customer in connection with TPFP 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 TPFP pursuant to the TPFP'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 TPFP 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 TPFP 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 TPFP, 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 determine by the TPFP.
- 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 TPFP 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





## Municipal Energy Opportunities Standard Agreement

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.

### 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



## Municipal Energy Opportunities Standard Agreement

### 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

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 AND CLASS III CREDITS:

#### ISO-NE CAPACITY PAYMENTS

By signing this document, and as a condition to receiving a rebate pursuant to this program, the customer acknowledges and agrees that any and all payments, benefits and/or credits associated with or applicable to the customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any existing, successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any



## Municipal Energy Opportunities Standard Agreement

and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of The Connecticut Light and Power Company, doing business as Eversource Energy (Eversource), or The United Illuminating Company (UI), as applicable. The customer hereby assigns to Eversource or UI, as applicable, all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits, and agrees to take any and all action, including executing and delivering any and all documentation and/or instruments, as requested by Eversource or UI, as applicable, to evidence the same. FCM 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 FCM, or any successor or replacement market/capacity procurement process.

### 28. CLASS III CONSERVATION CREDITS

Any Class III renewable energy credits and/or conservation credits received in connection with this program shall be retained by the Companies pursuant to the laws of the State of Connecticut and/or applicable PURA decision in effect as of the date hereof

### 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.
- 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.



# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

- 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: John Sigona  
Title: Senior Sales Engineer Date: 02/06/2018

By: Jane Yam  
Title: Supervisor, CLM Date: 2-8-18



## Municipal Energy Opportunities Standard Agreement

### EXHIBIT 1

#### AGREEMENT REGARDING Town Of Fairfield MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding Town Of Fairfield Municipal Energy Opportunities Standard Agreement Project #**862b** ("Agreement") is entered into this **06** day of **February, 2018** ("Effective Date") by and among The United Illuminating Company ("UI"), and **ENERGY EFFICIENT LIGHTING, LLC**.

#### WITNESSETH:

WHEREAS, the Town Of Fairfield ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of **02/06/2018** ("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 **THOMPSON ST 60 ; FAIRFIELD, CT** (the "Facility" as defined in the MEO Agreement) to be performed by **ENERGY EFFICIENT LIGHTING, 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 **\$ 142,486.00** ("Total Project Cost"), (ii) an incentive of **\$ 42,746.00** ("Incentive") and (iii) a balance of **\$ 99,740.00** ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of **\$ 2,770.56** 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.



# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

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 \$ 2,770.56 .

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: ENERGY EFFICIENT LIGHTING, LLC

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

### THE UNITED ILLUMINATING COMPANY:

By: *John Sigona* \_\_\_\_\_



# ENERGY OPPORTUNITIES

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## Municipal Energy Opportunities Standard Agreement

Title: Senior Sales Engineer

Date: 02/06/2018



## 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** (the "Customer"), pertaining to the building to be retrofitted at **THOMPSON ST 60 ; FAIRFIELD, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **862b**.

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 of 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.





# ENERGY OPPORTUNITIES

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## Financial Agreement Addendum

\$142,486.00 Total Cost	\$ 42,746.00 Incentive	\$ .00 Co-Pay	\$ 99,740.00 Balance	\$ 2,770.56 Monthly Pymt.	36 Term
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**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

**100000453783**

Contract Account #, Customer

**Town Of Fairfield**

Account Name, Customer

**Sal Morabito**

Contact, Customer

**60 THOMPSON ST ; FAIRFIELD, CT 06825**

Service Address, Customer

**91-2193703**

Federal Tax ID or Social Security #, Contractor

**ENERGY EFFICIENT LIGHTING, LLC**

Name, Contractor

**MICHAEL GUARINO**

Contact, Contractor

Signature, Contractor

**P.O. BOX 4550 ; WALLINGFORD, CT 06492**

Address, Contractor

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By Jane Davis, Supervisor, CUM  
UI Administration

(Date)

2/8/18  
(Date)



# ENERGY OPPORTUNITIES

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## 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 ("Customer") as of "Effective Date" of the Municipal Energy Opportunities Standard Agreement project# 862b. 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

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

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



## FINANCIAL AGREEMENT ADDENDUM

This Financial Agreement, an addendum to the Municipal Energy Opportunities Standard Agreement, as dated below (the "Effective Date") is entered into between The United Illuminating Company and TOWN OF FAIRFIELD - DEPT 001 (the "Customer"), pertaining to the building to be retrofitted at 60 THOMPSON ST, FAIRFIELD, CT 06825 (the "Facility"), MUNICIPAL ENERGY OPPORTUNITIES Project # 862b.

The Undersigned Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of the product installed or purchased. The Undersigned Customer also agrees that the contractor will be an independent approved Vendor / Installer, in which case the Customer and Contractor 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 of omissions of any party in the conduct or performance of the contractor's duties under the terms of this agreement. The Customer shall specifically indemnify and hold harmless, UI for all work contracted for between the Customer and the approved Vendor / Installer, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts or omissions of the approved Vendor / Installer.

The Undersigned Customer understands that the UI will not be responsible for any tax liability imposed on the customer as a result of its participation in the program. All applicants must supply their Federal Tax Identification Numbers or Social Security Number in order to have a check issued to them. The 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.

I, the Undersigned Customer, request that, The United Illuminating Company ("UI") assists financially with the agreement of the approved contractor listed below to perform the installation work described in the contractor's proposal and Schedule A, at the service address listed below, pursuant to UI's terms and conditions in the Schedule A. UI and the customer agree that, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification, UI will issue a check for all amounts approved by UI. The undersigned 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 bills, 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.

<b>\$142,486.00</b>	<b>\$42,746.00</b>	<b>\$0.00</b>	<b>\$99,740.00</b>	<b>\$2,770.56</b>	<b>36</b>
<i>Total Cost</i>	<i>Incentive</i>	<i>Co-Pay</i>	<i>Balance</i>	<i>Monthly Pymt.</i>	<i>Term</i>

**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*

100000453783

*Contract Account #, Customer*

TOWN OF FAIRFIELD - DEPT 001

*Account Name, Customer*

Ed Bowman

*Contact, Customer*

60 THOMPSON ST, FAIRFIELD, CT 06825

*Service Address, Customer*

91-2193703

*Federal Tax ID or Social Security #, Contractor*

ENERGY EFFICIENT LIGHTING, LLC

*Name, Contractor*

MICHAEL GUARINO

*Contact, Contractor*

*Signature, Contractor*

P.O. BOX 4550 WALLINGFORD, CT 06492

*Address, Contractor*

\_\_\_\_\_  
*(Customer's Signature)*

\_\_\_\_\_  
*(Date)*

**ACCEPTED: The United Illuminating Co.**

By Jane Jaro Supervisor, CLM  
*UI Administration*

2-8-18  
*(Date)*

# EO Incentive Application Worksheet - Schedule A

Facility Name: <u>Town Of Fairfield - Dept 001</u>	Phone: <u>(203)255-8277/</u>
Service Address: <u>Thompson St 60</u>	Facility Use: _____
City: <u>Fairfield</u> Zip: <u>06825</u>	Square Footage: <u>99,</u>
Contact Person: <u>Morabito, Sal</u>	EO Rep: <u>Sigona, John</u>
Federal Tax I.D. No: <u>06-6009803</u>	EO Project No: <u>862b</u>

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

**Location: Location 3**

LED	17	\$13,995	-13,940	\$2,203
LED	16	\$0	-8,576	\$1,355
LED	7	\$0	-3,892	\$615
LED	4	\$0	-1,152	\$182
LED	4	\$0	-896	\$142
LED	2	\$0	-328	\$52

**Location: Location 4**

LED AFTER	1	\$128,491	-257,857	\$40,741
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<b>Custom Measure total:</b>	<b>\$142,486</b>	<b>-286,641</b>	<b>\$45,290</b>
------------------------------	------------------	-----------------	-----------------

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
---------------	----------	----------	------------------	-------------

**Location: Project/taxid Level**

Mandatory Cap Adj.	1	\$0	0	\$0
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<b>Mandatory Cap Adjustment</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
---------------------------------	------------	----------	------------

## EO Incentive Application Worksheet - Schedule A

### **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 862b as of 02/06/2018 08:15:59

Facility Name:	<u>Town Of Fairfield - Dept 001</u>	Phone:	<u>(203)255-8277/</u>
Service Address:	<u>Thompson St 60</u>	Facility Use:	<u></u>
City:	<u>Fairfield</u>	Zip:	<u>06825</u>
Contact Person:	<u>Morabito, Sal</u>	Square Footage:	<u>99,</u>
Federal Tax I.D. No:	<u>06-6009803</u>	EO Rep:	<u>Sigona, John</u>
		EO Project No:	<u>862b</u>

TOTAL COST:

**\$142,486**

TOTAL SAVINGS:

**\$45,290**

**TOTAL INCENTIVES:**

**\$42,746**

MONTHLY PAYMENT:

**36 @**

**\$2,770.56**

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

**ENERGY EFFICIENT LIGHTING, LLC**

(the installing contractor, facility owner or other).

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

\_\_\_\_\_  
Date



## WPFC Series

### Family Model

WPFC28  
 WPFC40  
 WPFC60  
 WPFC90

### Product Description

eLucent™ WP Series LED Wall pack is designed for applications that require lighting with a long life and low maintenance requirement.

With effective thermal management, corrosion-resistant, and die-cast aluminum enclosure with an architectural dark brown finish, eLucent™ WP Series LED Wall provides glare free, uniform illumination while providing a safe and comfortable visual experience.

eLucent™ WP Series LED Wall pack adopts high luminous efficacy SMD LEDs. They are available in 28 watts, 40 watts, 60 watts and 90watts.

With superior 60%-90% energy savings, compared to halogen lamp or a metal halide lamp, eLucent™ WPFC90 achieves a superlative luminous flux of 8500 lm and only consumes approximate 90 watts.

High lumen output, energy-efficient optical control and easy universal installation features confirm the eLucent™ WP Series LED Wall as the absolute choice for indoor and outdoor illumination.

### Performance Summary

Power	28W	40W	60W	90W
Lumens	2800 lm	4000 lm	6000 lm	8500 lm
L70 lifetime	94,000h	72,000h	65,000h	52,000h
PF/THD	>0.92/<20%			

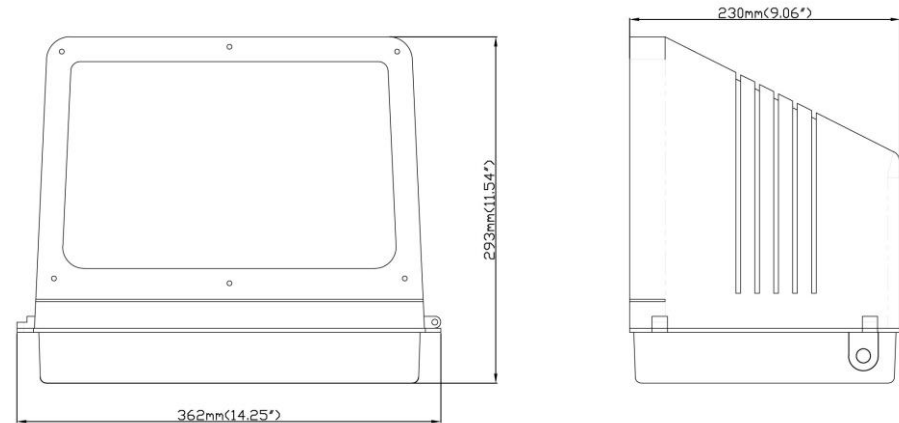
CCT: 5000 K, 4000 K

CRI: >80

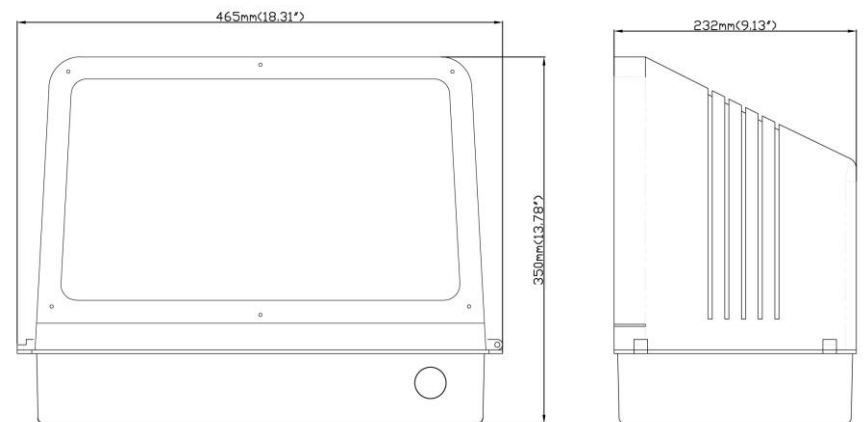


# eLucent™

## WPFC Series LED Wall Pack



WPFC28W & WPFC40



WPFC60 & WPFC90



Energy Efficient Lighting 203-812-0304



ATG ELECTRONICS

## Ordering Information

Typical Order Example: WPFC60HU500000

SERIES	HOUSING	WATT	VOLTAGE	CCT	CONTROL	OPTIONS
WP=Wall Pack	FC=Full Cutoff	28=28W 40=40W 60=60W 90=90W	HU=100-277V	50=5000K 40=4000K	00=non-dimming 10=1-10V Dimming	00=Default

## Product Specifications

CONSTRUCTION & MATERIALS				
Type	WPFC28	WPFC40	WPFC60	WPFC90
Dimension	362*293*230 mm (14.25*11.54*9.06")	362*293*230 mm (14.25*11.54*9.06")	465*350*232 mm (18.31*13.78*9.13")	465*350*232 mm (18.31*13.78*9.13")
Housing	Die-cast aluminum			
Lens Type	Clear Glass			

ENVIRONMENTAL SYSTEM	
Work Environment	Indoor and outdoor use
Operating Temperature	-20°C~50°C (-4~122°F)
IP Rating	IP65

OPTICAL SYSTEM				
Type	WPFC28	WPFC40	WPFC60	WPFC90
Luminous Flux	2800 lm	4000 lm	6000 lm	8500 lm
Luminous Efficacy	Typ. 100 lm/W			
Color Temperature	5000 K, 4000 K			
CRI	>80			
Lumen maintenance at 6000h	>96%			

ELECTRICAL SYSTEM				
Type	WPFC28	WPFC40	WPFC60	WPFC90
Input Voltage	100~277VAC/0.3A	100~277VAC/0.31A	100~277VAC/0.48A	100~277VAC, 0.75A
Off State Power	0W	0W	0W	0W
Power Consumption	28W	40W	60W	90W
THD	<20%			
Power Factor	>0.92			

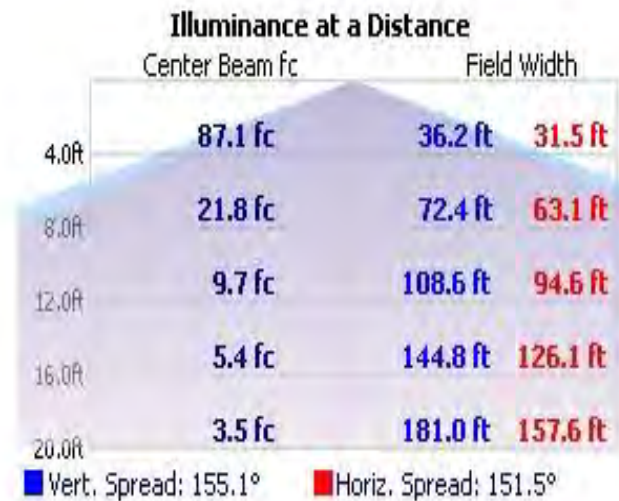
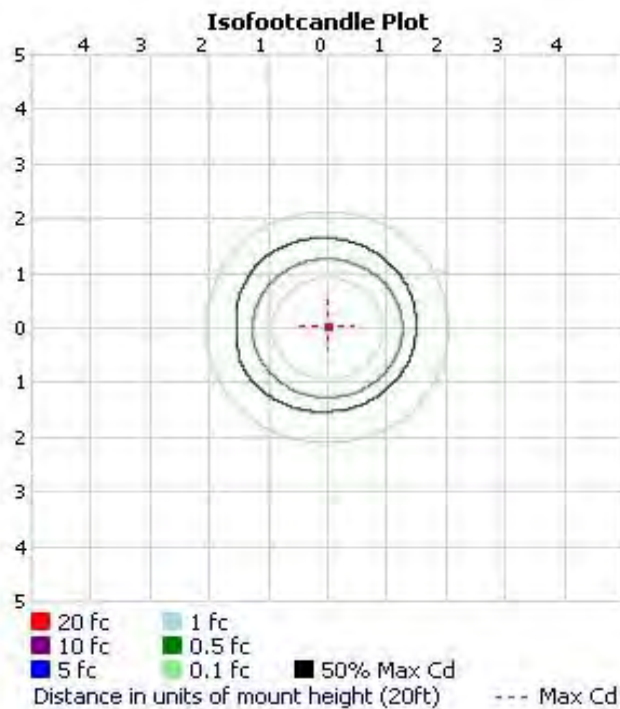
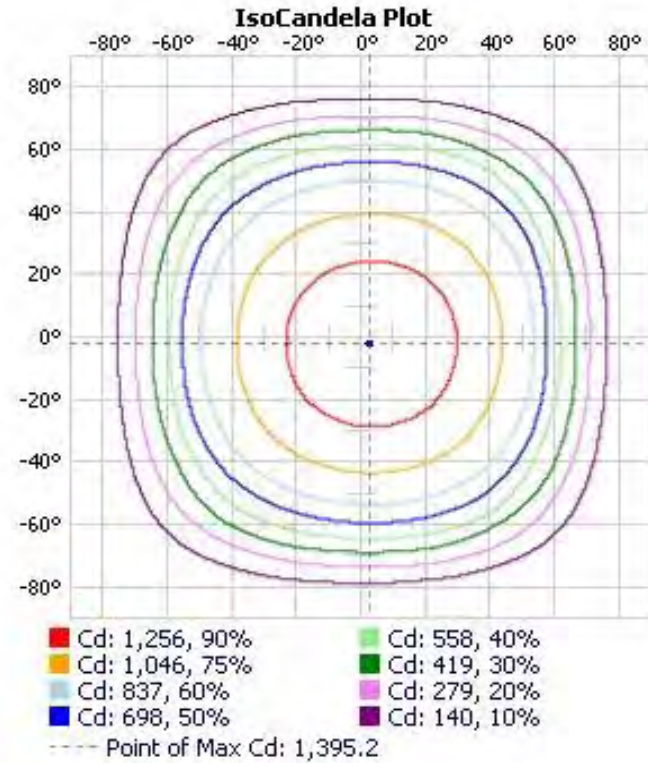
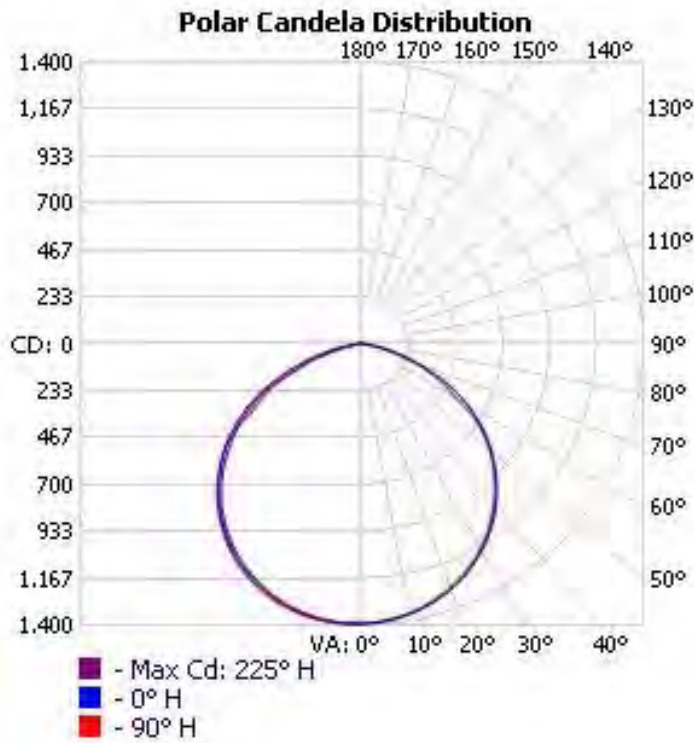
REGULATORY & VOLUNTARY QUALIFICATIONS
Design Lights Consortium (WPFC40, WPFC60, WPFC90)
ETL & cETL Listed
CA Title 24 Complaint (WPFC28)
LM79, LM80, Lighting Facts



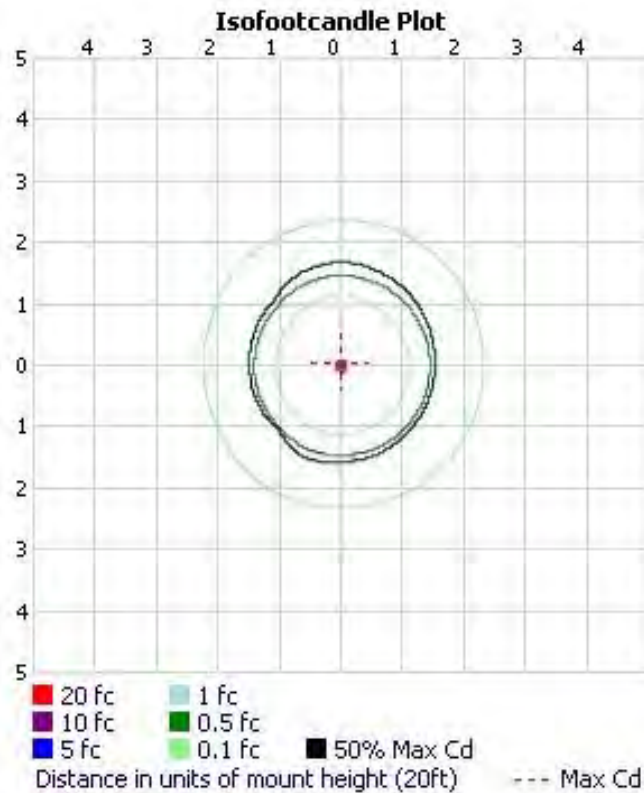
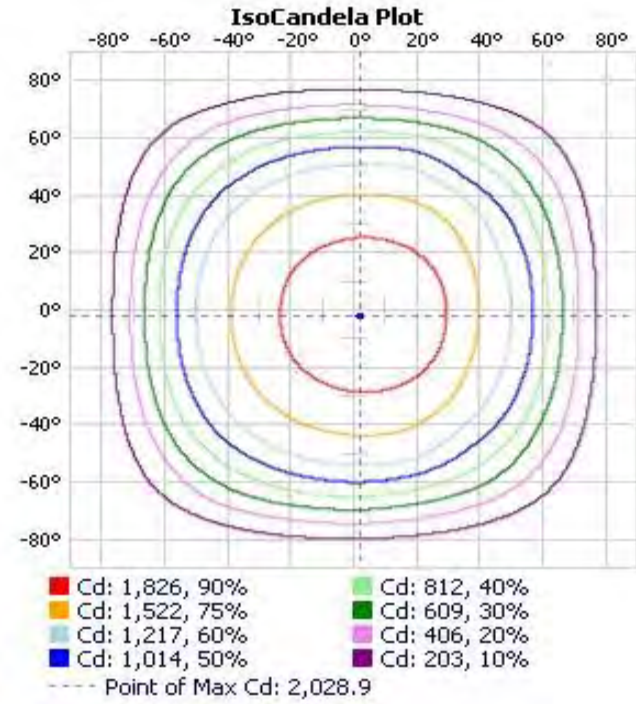
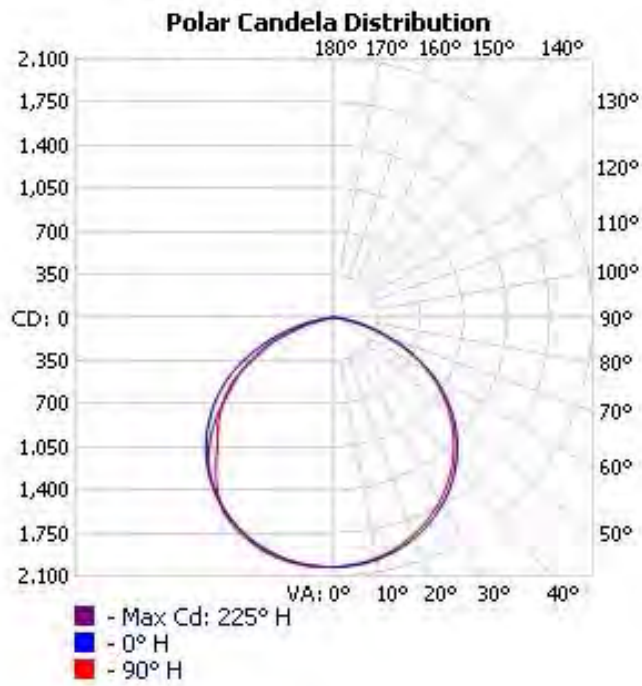


# Photometric

## WPFC40



# WPFC60



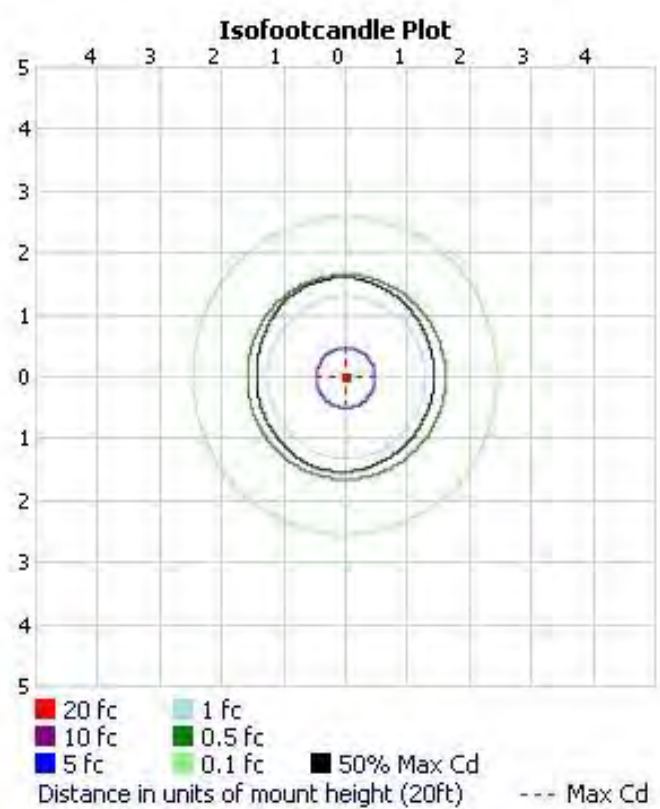
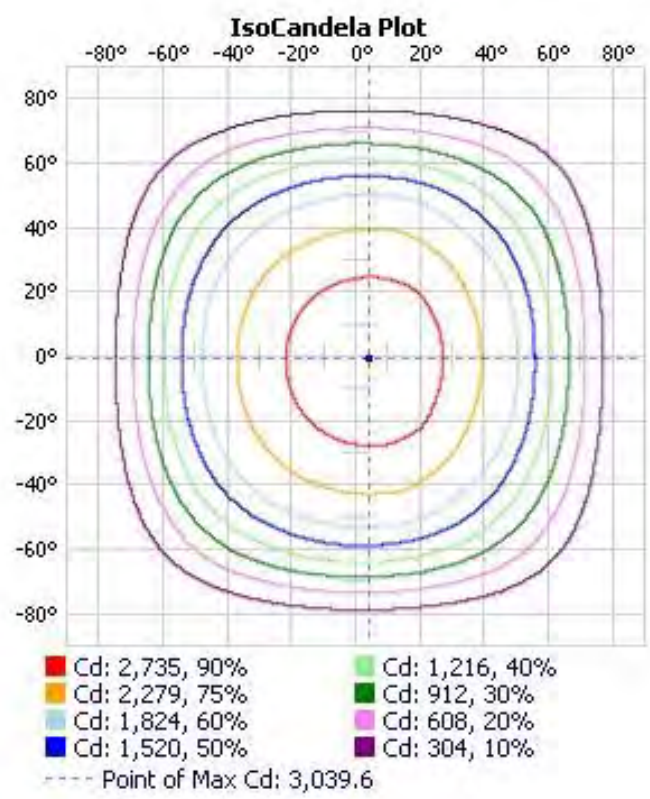
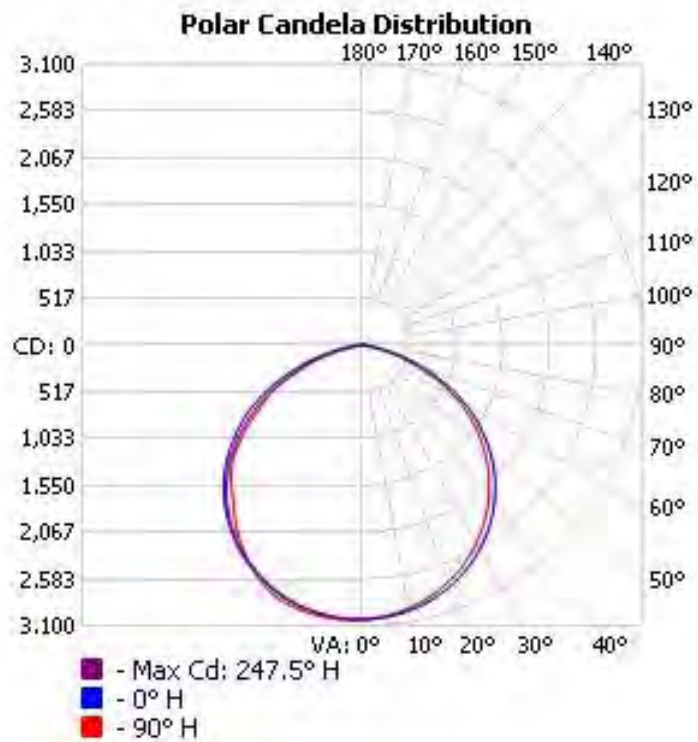
**Illuminance at a Distance**

	Center Beam fc	Field Width	
4.0ft	126.6 fc	39.1 ft	33.9 ft
8.0ft	31.7 fc	78.2 ft	67.9 ft
12.0ft	14.1 fc	117.3 ft	101.8 ft
16.0ft	7.9 fc	156.3 ft	135.8 ft
20.0ft	5.1 fc	195.4 ft	169.7 ft

■ Vert. Spread: 156.9° ■ Horiz. Spread: 153.5°

# WPFC90





### Illuminance at a Distance

	Center Beam fc	Field Width	
4.0ft	189.3 fc	36.5 ft	31.6 ft
8.0ft	47.3 fc	73.1 ft	63.2 ft
12.0ft	21.0 fc	109.6 ft	94.8 ft
16.0ft	11.8 fc	146.2 ft	126.4 ft
20.0ft	7.6 fc	182.7 ft	158.0 ft

■ Vert. Spread: 155.3°    ■ Horiz. Spread: 151.6°

# ATG Electronics® eLucent™ LED Wall Pack

## USER GUIDE

### NOTE:

Please read this entire manual to fully understand and safely use the luminaire.

The products can be used at the voltage of 100-277V AC, 50/60HZ, suitable for indoor and outdoor, moistureproof and dustproof. Specifications are subject to change without notice. Please visit [www.atgelectronics.com](http://www.atgelectronics.com) for the most recent user guide versions.

### UNPACKING

- 1) Unpack and carefully examine the product.
- 2) Report any damage and save all packing materials if any part(s) were damaged during shipping.
- 3) Do not attempt to use this apparatus if it is damaged.

### INSTALLATION INSTRUCTIONS

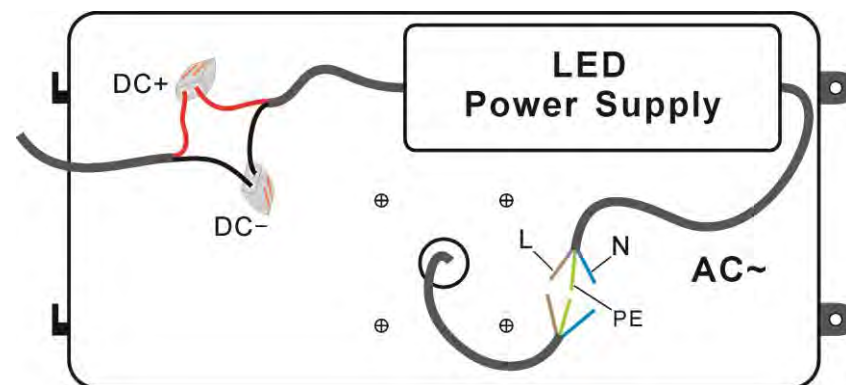
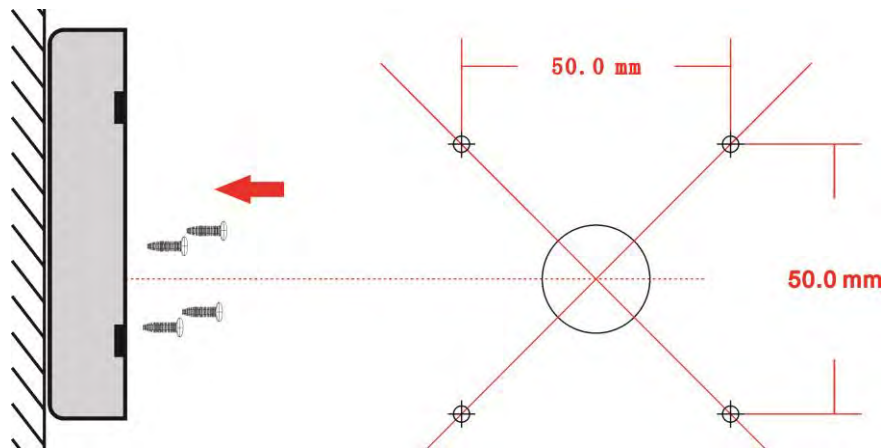
- 1) CONSULT A QUALIFIED ELECTRICIAN TO ENSURE CORRECT BRANCH CIRCUIT CONDUCTOR.
- 2) The product should be installed and operated by a qualified electrician or technician in accordance with relevant local codes.
- 3) Risk of electric shock. Ensure that main power source is off when wiring or soldering the sections of the product.

### MAINTENANCE

- 1) Disconnect the product from the power supply prior to cleaning.
- 2) Use a dry or slightly moistened cloth for cleaning.
- 3) Never use any chemicals or abrasive materials for cleaning.

### INSTALLATION STEPS

- 1) Use a screwdriver to loosen the screws and open the fixture.
- 2) Take the back plate from the fixture and drill holes through casting over mounting holes to mount it to the wall/ceiling.
- 3) Connect the input and ground wires of the driver box to the main power outlet.
- 4) Connect the LED array to the output leads of driver.
- 5) Reattach the fixture front to the back plate. Tighten the housing screws to close the fixture.



# LED Corn Bulbs



Introducing our innovative LED Corn Bulb. Our bulb will illuminate your location completely with its 360° beam angle. We offer a wide range of bulb wattages for your retrofit needs. Our 12W - 54W corn bulbs are flame resistant and waterproof. We have higher wattage bulbs for industrial applications as well. Our easy-to-install corn bulb is shock-resistant with no heat dissipation. Our LED Corn Lamps offer the best in LED replacement lamps for traditional high wattage high pressure sodium, metal halide, incandescent and compact fluorescent light sources. This bulb will retrofit to almost any application. With no UV or mercury, they are an ideal environmentally conscious light source for numerous applications.

## HD FPB Series High Definition Outdoor Corn Bulbs



### Features

- UL listed for enclosed fixture
- IP64 Waterproof Rating
- Efficiency over 135 lumens per watt
- 360° Beam Angle
- E39 lamp base for higher wattage
- Big heat sink with a SUNON fan
- Internal driver, input voltage AC100-277V
- New style and high efficient wide-range input
- Long lifespan and good heat dissipation
- Direct replacement for metal halide
- No fixture to replace, easy installation
- Fits many different fixtures to replace traditional lamps

HD FPB Series — High Definition Outdoor Corn Bulb

SKU	Model #	Watts	Lumens	Qualified	CCT	IP	Input Voltage	Beam Angle	Base	Lifespan
108647	108647	15W	2020lm	UL	5700K	64	85-265V	360°	E26/27	50,000 hrs
108662	108662	20W	2700lm	UL	5700K	64	85-265V	360°	E26/27	50,000 hrs
108712	BLTCLW30WE3957K	30W	4300lm	UL & DLC	5700K	64	85-265V	360°	E26/27	50,000 hrs
108738	BLTCLW40WE3957K	40W	5800lm	UL & DLC	5700K	64	85-265V	360°	E26/27	50,000 hrs
106609	BLTCLW60WE3957K	60W	8700lm	UL & DLC	5700K	64	85-265V	360°	E26/27	50,000 hrs
106567	BLTCLW80W57K	80W	11600lm	UL & DLC	5700K	64	85-265V	360°	E39/40	50,000 hrs
106583	BLTCLW100W57K	100W	14500lm	UL & DLC	5700K	64	85-265V	360°	E39/40	50,000 hrs
106542	BLTCLW120W57K	120W	17400lm	UL & DLC	5700K	64	85-265V	360°	E39/40	50,000 hrs
106534	BLTCLW150W57K	150W	21700lm	UL & DLC	5700K	64	85-265V	360°	E39/40	50,000 hrs

Phone: (866) 786-1117, Fax: (404) 891-1845

Email: [sales@beyondledtechnology.com](mailto:sales@beyondledtechnology.com)

2725 Mountain Industrial Blvd. Suite A-5, Tucker, GA 30084 USA

**LED CANOPY LIGHT - WIDE DISTRIBUTION  
36-WATT LED  
(E-CC5L SERIES)**

**Applications:** Security, entryway and perimeter lighting. Also recommended for parking garages, shopping area walkways, and exterior canopies  
**Typical Mounting Height:** 8 to 15 feet **Typical Spacing:** 1 to 2 times the mounting height



9.9" L x 9.9" W x 3.9" H  
Weight: 5.0 lbs.

Catalog #	Description	Input Voltage	Initial Delivered Lumens	CCT	CRI	50K Hours Projected Lumen Maintenance Factor at 25°C <sup>1</sup>	Comparable To:
E-CC5L03C(*)	36W LED Cool White	120V-277V	3618	5000K	≥70	79%	100W PSMH
E-CC5L03N(*)	36W LED Neutral White	120V-277V	3662	4000K	≥70	79%	100W PSMH

(\*) Specify finish color. Z=Dark Bronze, W=White

<sup>1</sup> Calculated L<sub>70</sub> based on 6,048 hours of LM-80 testing: >36,000 hours

**Performance**

- Designed to last 76,000 hours to L<sub>70</sub> at 25°C (77°F)
- -40°C (-40°F) minimum starting temperature
- 5-year limited warranty

**Construction & Materials**

- Low copper, die-cast aluminum housing
- Polyester powder-coat finish for extra corrosion protection and long-lasting color. Dark-bronze or white finishes available.
- UV-stabilized acrylic prismatic refractor with self retaining screws
- 3/4" conduit entry on top for pendant mounting (provided by others)
- 1/2" conduit entries on two sides
- Cree® LEDs inside

**Electrical**

- Non-dimmable electronic driver, 120V through 277V
- Amperage Draw: 0.30A at 120V  
0.14A at 277V
- >0.9 power factor
- <20% total harmonic distortion
- 75°C minimum supply wire required

**Regulatory**

- UL Listed
- Suitable for wet locations



Due to continuous product improvement, information in this document is subject to change. All published photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. Fixture photometry was completed on a single representative fixture. Actual production units may vary up to ±10% of initial delivered lumens. Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ fixture testing.

1501 96<sup>th</sup> Street, Sturtevant, WI 53177 | Phone (888)243-9445 | Fax (262)504-5409 | www.e-conolight.com

# E5OA series

## A19 and A21 Omni LED



Dimmable

Energetic Lighting's A19 and A21 Omni LED bulbs provide a one for one replacement for all incandescent Omnidirectional lamp needs. An energy efficient integrated LED driver operating at less than 1/6th of its equivalent incandescent lamp wattage. This lamp is suitable for damp location installations, dimmable, and supplies a reliable light source for at least 15,000 hours while backed by a 5 year warranty.

### Features

- No UV or IR radiation
- Dimmable to 10%
- Elegant and efficient design
- Mercury-free construction
- Uniform illumination light profile

### Applications

- General Lighting
- Damp Location Installation
- Desk Lamps
- 360° fixture styles

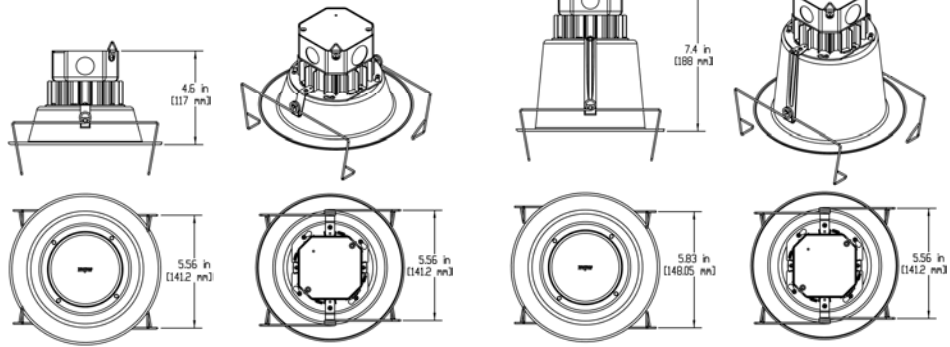
Please visit [www.energeticlighting.com](http://www.energeticlighting.com) for Lighting Facts label, dimmer compatibility models, and other up-to-date information. Other color temperatures may be available by special request.



## Specifications

Model:	E5OA06D-827	E5OA09D-827	E5OA12D-827	E5OA16D-827
<b>General</b>				
<b>Bulb Type:</b>	A19	A19	A19	A21
<b>Base Type:</b>	E26	E26	E26	E26
<b>Lumen Output:</b>	480 lm	800 lm	1100 lm	1600 lm
<b>Luminous Efficacy:</b>	80 lm/W	89 lm/W	92 lm/W	103 lm/W
<b>Beam Angle:</b>	250°	250°	250°	250°
<b>Equivalent Incandescent Wattage:</b>	40 W	60 W	75 W	100 W
<b>Electrical</b>				
<b>Input Power:</b>	6 W	9 W	12 W	15.5 W
<b>Input Voltage:</b>	120 Vac	120 Vac	120 Vac	120 Vac
<b>Power Factor:</b>	0.9	0.9	0.9	0.9
<b>Color</b>				
<b>Color Temperature (CCT):</b>	2700 K	2700 K	2700 K	2700 K
<b>Color Rendering Index (CRI):</b>	83	83	≥80	≥80
<b>Operational</b>				
<b>Lifetime:</b>	15000 hours	15000 hours	15000 hours	15000 hours
<b>Warranty:</b>	5 Years	5 Years	5 Years	5 Years
<b>Dimmable:</b>	Dimmable to 10%	Dimmable to 10%	Dimmable to 10%	Dimmable to 10%
<b>Operating Temperature:</b>	-4°F to 113°F	-4°F to 113°F	-4°F to 113°F	-4°F to 113°F
<b>Environment:</b>	Damp Rated	Damp Rated	Damp Rated	Damp Rated
<b>Suitable for Totally Enclosed Install:</b>	No	No	No	No
<b>Weight:</b>	0.14 lbs	0.14 lbs	0.26 lbs	0.3 lbs
<b>Dimensions:</b>	4.4"(L)x2.4"(d)	4.4"(L)x2.4"(d)	4.6"(L)x2.4"(d)	5.6"(L)x2.7"(d)
<b>Energy Star:</b>	Yes	Yes	Yes	Yes





**DL1e-TC**

**DL1e-DC**

**DL1e-xC-120/277V**

TC Trim - 100 degree beam  
DC Trim - 60 degree beam  
Junction Box  
IC Rated

**Line Voltage**

120Vac or 277Vac self-declared  
10, 8, or 6 watts factory set  
0-10V dimming (optional)

**50,000 hour rated life**

**5-Year Warranty**

**Suitable for Dry or Damp Location**

\*When ordering for damp location, request the lens to be sealed.

**Operating Temperatures:** -40°F to 122°F  
-40°C to 50°C

White	CCT	CRI	Wattage	Lumen Output	Lumens /Watt	Power Factor
<b>DL1e-TC</b>						
Soft	2700K	81	10 / 8 / 6	960 / 800 / 600	96 / 100 / 103	98%
Warm	3000K	82	10 / 8 / 6	1020 / 850 / 650	102 / 107 / 109	98%
Neutral	3500K	83	10 / 8 / 6	1090 / 900 / 700	109 / 115 / 118	98%
Cool	4000K	82	10 / 8 / 6	1100 / 910 / 710	110 / 116 / 119	98%
<b>DL1e-DC</b>						
Soft	2700K	81	10 / 8 / 6	820 / 680 / 520	82 / 85 / 87	98%
Warm	3000K	82	10 / 8 / 6	860 / 730 / 550	86 / 90 / 92	98%
Neutral	3500K	83	10 / 8 / 6	930 / 770 / 580	93 / 98 / 100	98%
Cool	4000K	82	10 / 8 / 6	940 / 780 / 590	94 / 99 / 101	98%

**Mounting:**

Fits in 5", 6", 8" and 9"  
Ceiling hole, Recessed IC or Non-IC housing

**Application:**

Commercial or Residential  
New or Retrofitting

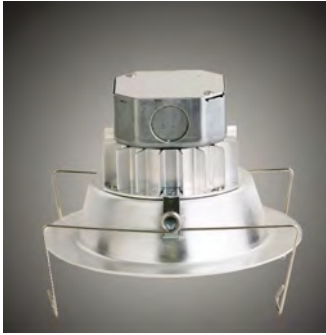
**Weight: 1.25 lb**

**Performance:**

The DL1e-xC-120/277V Down Light is powered by a MCOB (Multi-Chip-On-Board) light engine. enLux's proprietary thermal management enables the LED emitter to operate at the lowest possible junction temperature which ensures long life and excellent efficacy. A unique Osram Duris E5 LED emitter is employed for the production of the engine.

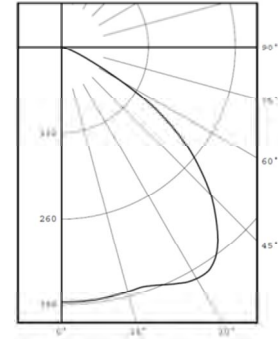
The enLux DL1e-xC-120/277V Down Light aluminum housing is finished in an ultra-durable top coat, safe, cool-to-the-touch, 100% recyclable (no mercury or hazardous materials)\*\*. \*\* California Title 22 compliant





**DL1e-TC Photometry**

0 ft Illuminances Distribution Ratio						
3 ft				0.027	0.410	1.000
6 ft		0.007	0.030	0.103	0.207	0.250
9 ft	0.008	0.021	0.046	0.079	0.099	0.111
12 ft	0.015	0.026	0.040	0.052	0.057	0.063
15 ft	0.016	0.024	0.031	0.035	0.037	0.040
	15 ft	12 ft	9 ft	6 ft	3 ft	CL

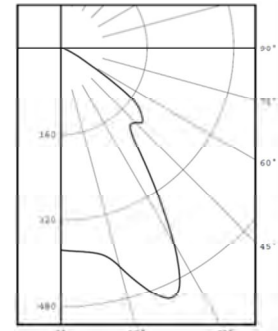


Candle Power Distribution



**DL1e-DC Photometry**

0 ft Illuminances Distribution Ratio						
3 ft					0.268	1.000
6 ft				0.067	0.231	0.250
9 ft			0.030	0.076	0.122	0.111
12 ft		0.017	0.033	0.058	0.069	0.063
15 ft	0.011	0.019	0.031	0.042	0.043	0.040
	15 ft	12 ft	9 ft	6 ft	3 ft	CL



Candle Power Distribution

Aluminum surface with Trim color:

- Chrome
- Aged Copper
- Clear Anodized
- Black Anodized
- Clear Anodized w/White Trim
- Chrome w/White Trim

Throw Distance (feet)

CCT - White	P/N	Total Lumen	3	6	9	12	15
2700K - Soft	561002/4/7	1000	397	99	44.1	24.8	15.9
3000K - Warm	562002/4/7	1050	417	104	46.3	26.1	16.7
3500K - Neutral	563002/4/7	1150	457	114	50.8	28.6	18.3
4000K - Cool	564002/4/7	1160	461	115	51.2	28.8	18.4

Throw Distance (feet)

CCT - White	P/N	Total Lumen	3	6	9	12	15
2700K - Soft	561003/6	860	505	126	56.1	31.6	20.2
3000K - Warm	562003/6	920	535	134	59.4	33.4	21.4
3500K - Neutral	563003/6	980	575	144	63.9	35.9	23.0
4000K - Cool	564003/6	990	581	145	64.6	36.3	23.2

10 Watts Performance

Unit in Lux: 1 lux = 0.0929 foot candle

Product code	White CCT	Connection	Voltage	Trim Type	Trim Color
<b>5</b>	<b>08</b> 2200K	Junction Box	120/277V Self-declared	<b>2</b> Tapered Cone - for 6" Can or Ceiling Hole	<b>WF</b> White (flat paint)
	<b>10</b> 2600K			<b>3</b> Deep Cell - for 6" Can or Ceiling Hole	<b>BF</b> Black (flat paint)
	<b>61</b> 2700K Soft White			<b>4</b> Tapered Cone - for 8" Can or Ceiling Hole	<b>CA</b> Clear Anodized
	<b>62</b> 3000K Warm White			<b>5</b> Tapered Cone - for 9" Can or Ceiling Hole	<b>BA</b> Black Anodized
	<b>63</b> 3500K Neutral White			<b>6</b> Deep Cell - for 8" Can or Ceiling Hole	<b>CR</b> Chrome
	<b>64</b> 4000K Cool White			<b>7</b> Tapered Cone - for 5" Can or Ceiling Hole	<b>AC</b> Aged Copper
	<b>66</b> 4500K			<b>CW</b> Chrome with White Trim Ring	
	<b>65</b> 5000K Daylight			<b>AW</b> Clear Anodized with White Trim Ring	

**Examples**

<b>561002-WF</b>	DL1e Down Light	2700K (Soft White)	6" Tapered Cone White Trim
<b>564006-CR</b>	DL1e Down Light	4000K (Cool White)	8" Deep Cone Chrome Trim





# RM Retrofit Modules

## B5 Series



### SPECIFICATION DATA

Model:	RM-B5-30	RM-B5-45	RM-B5-60	RM-B5-75	RM-B5-105	RM-B5-120	RM-B5-150	RM-B5-200	RM-B5-280	RM-B5-320	RM-B5-350	
LM79 Wattage @120VAC:	29.67	44.57	52.44	71.93	98.9	123.6	151.11	199.2	271.1	307.9	349.3	
LM79 Lumens @ 5000K:	4950	7293	8613	11,200	15,345	18,221	21,853	29,085	39,126	44,165	48,748	
Lm/W:	166.8	162.9	164.2	165	155.7	147.42	151.5	146.01	144.32	143.44	139.56	
Voltage / Power Data:	90-305VAC 50/60Hz / Power Factor >.90 / THD <12%											
Compliance:	DLC Premium Pending / ETL / RoHS											
Color Temp:	4000K / 4500K / 5000K											
Component Types:	Nichia LED / Sunon Mag. Lev. Fan / Meanwell Power Supply											
Operating Temp:	-35°C - +55°C											
Beam Angle:	120 Deg.											
Chromaticity Data:	CRI >75 / Duv - .0021											
Limited Warranty:	10 Yr.											
Dimensions (in) L x W x H:	4.72 x 4.72 x 1.97			6.1 x 5.12 x 1.97			7.87 x 5.9 x 1.97			10.63 x 10.0 x 2.91		
Weight (lbs):	.77			1.0			1.7			4.2		

Notes: All values nominal unless specified. Luminous flux ±10% / CCT values per ANSI C78.377-2011 / CRI ±5%

### PART NUMBER SPECIFICATION Part Number Example: RM-B5-30-40-90305-D

RM - B5	-	-	-	-
Series	Wattage	CCT	Voltage:	Dimming
	30 (30 Watt)	40 (4000K) 45 (4500K) 50 (5000K)	90305 (90-305VAC)	D (0-10V Dimming) Blank (Non Dimming)
	45 (45W)		90305 (90-305VAC) 347480 (347-480VAC)	
	60 (60W)			
	75 (75W)			
	105 (100W)			
	120 (120W)			
	150 (150W)			
	200 (200W)			
	280 (280W)			
	320 (320W)			
	350 (350W)			

### PROJECT SPECIFICATION

Project:	Part Numbers:	Quantity:
Approved:		
Date:		

LB75221: 12 LED OUTDOOR UP & DOWN WALL FIXTURE. 18-WATT OUTDOOR LED SCENCE. BLACK CYLINDER FIXTURE. 5000K DAYLIGHT. 1260 LUMENS. ETL AND ENERGY STAR CERTIFIED

- LED Cylinder Indoor/Outdoor Up/Down Wall Sconce Wall Fixture LED 18-Watt 100W Equivalent. 1260 Lumens. 50.000 Hour Life Span.
- Polished Black/white finish on steel cylinder. (H) 12 1/4 X (W) 5 1/2. 120° Beam Angle. 120 Volt.
- This LED outdoor wall sconce uses 70% less electricity than traditional incandescent fixtures. Estimated Energy Cost \$0.96 per Year.
- 3-year limited warranty against defects in materials and workmanship; ETL Listed - Wet Location.
- Great for residential or commercial application.
- Light Blue™ LED outdoor wall sconce use 70% less electricity than traditional incandescent fixtures. and there is no bulb to replace or recycle. The LED light source is the most reliable outdoor lighting available because it turns on instantly in any temperature. and lasts 50.000 hours without replacement. These fixtures are built with stainless steel to look great for years to come. They are easy to install and are suitable for use in wet locations. These 6 in. tube wall lantern features Polished Black/white finish with a simple, elegant design that compliments any exterior decor.



**LED T8 - LINEAR REPLACEMENT LAMP**  
DIRECTFIT COATED GLASS SERIES 4  
UL TYPE-A



Intertek



**FEATURES:**

- Wattage (Bare Lamp):
  - 9W 2FT, ≥ 1350 lumens
  - 14W 3FT, ≥ 1700 lumens
  - 13W 4FT, ≥1800 lumens
- Input Voltage: 120-347 VAC, determined by fluorescent ballast
- Compatible with most electronic instant-start and programmed rapid start T8 ballasts
- All glass construction with PET coating
- Products L9T8DF240-CG4, L13T8DF435-CG4, L13T8DF440-CG4 and L13T8DF450-CG4 are listed on the DLC QPL
- 330° beam angle
- Color Rendering Index (CRI): ≥80
- 50,000 hour life (L70 standards)
- THD <20%
- Power Factor: 0.9 nominal
- Dimmable (ballast dependent)
- Five year limited warranty
- Suitable for use in dry locations
- Suitable for damp locations
- Suitable for use in totally enclosed recessed fixture
- Not for use with T12 magnetic or electronic ballasts
- Not for use with T8 magnetic or HO ballasts
- Not for use or to be wired to "mains voltage"

**PRODUCT DESCRIPTION:**

MaxLite DirectFit LED T8 lamp is the ideal plug and play solution that works straight out of the box. Designed to deliver between 1800- 2000 lumens, these energy-saving LED lamps are quick, easy and safe to install into existing linear fluorescent fixtures without any extra effort or re-wiring. MaxLite DirectFit LED T8 lamps utilize the existing T8 instant-start electronic ballasts, thus minimizing maintenance and labor costs. Tested to NSF Standards, these lamps carry the **ETL Sanitation Mark** and are suitable for use in an environment where food intended for human consumption is produced.

**2FT MODEL SELECTION** (Full list of order codes on pg. 3) Typical order example: L9T8DF240-CG4

L9	T8	DF	2	
FAMILY	LAMP TYPE	OPERATION	LENGTH	CCT
L9= LED Linear, 9W	T8= T8 tube	DF= Direct Fit	2= 2 FT	40-CG4= 4000K, Coated Glass 50-CG4= 5000K, Coated Glass

**3FT MODEL SELECTION** (Full list of order codes on pg. 3) Typical order example: L14T8DF350-CG4

L14	T8	DF	3	
FAMILY	LAMP TYPE	OPERATION	LENGTH	CCT
L14= LED Linear, 14W	T8= T8 tube	DF= Direct Fit	3= 3 FT	35-CG4= 3500K, Coated Glass 40-CG4= 4000K, Coated Glass 50-CG4= 5000K, Coated Glass

**4FT MODEL SELECTION** (Full list of order codes on pg. 3) Typical order example: L13T8DF450-CG4

L13	T8	DF	4	
FAMILY	LAMP TYPE	OPERATION	LENGTH	CCT
L13= LED Linear, 13W	T8= T8 tube	DF= Direct Fit	4= 4 FT	35-CG4= 3500K, Coated Glass 40-CG4= 4000K, Coated Glass 50-CG4= 5000K, Coated Glass

**NOTES:**

1. L14T8DF3xx-CG4 are not qualified for DLC

**SPECIFICATIONS:**

ITEM	SPECIFICATION	L9T8DF2xx-CG4		L14T8DF3xx-CG4			L13T8DF4xx-CG4			
		2FT - DETAILS		3FT - DETAILS			4FT - DETAILS			
GENERAL PERFORMANCE	Bare Lamp Wattage (W)	9W	9W	14W	14W	14W	13W	13W	13W	
	Lumens Delivered* (lm)	1350	1400	1700	1750	1800	1800	1900	2000	
	Color Temperature (CCT)	4000K	5000K	3500K	4000K	5000K	3500K	4000K	5000K	
	CRI	81	83	80			83			
	Beam Angle	330°								
	Lumen Maintenance (L70)	50,000 hours								
ELECTRICAL	Power Factor	≥ 0.9								
	Input Voltage	120-347V, ballast dependent								
PHYSICAL	Operating Temperature	-4°F to 113°F								
CERTIFICATION	Certification	DLC, UL Listed, ETL Sanitation Listed		UL Listed, ETL Sanitation Listed			DLC, UL Listed, ETL Sanitation Listed			
	Material Usage	RoHS compliant, no mercury								
	Environment	Dry, Damp								
	Warranty	5 Years								

\* Operating with normal ballast factor (.88) ballast

**WATTS & LUMENS\*:**

MODEL	AVERAGE SYSTEM WATTS				INITIAL LUMENS		
	BARE LAMP WATTAGE	LOW BF= .78	NORMAL BF= .88	HIGH BF= 1.18	LOW BF= .78	NORMAL BF= .88	HIGH BF= 1.18
<b>2FT T8</b>							
L9T8DF240-CG4	9	10	12	17	1100	1350	1850
L9T8DF250-CG4	9	10	12	17	1200	1400	1950
<b>3FT T8</b>							
L14T8DF335-CG4	14	15	17	20	1500	1700	2000
L14T8DF340-CG4	14	15	17	20	1550	1750	2050
L14T8DF350-CG4	14	15	17	20	1600	1800	2100
<b>4FT T8</b>							
L13T8DF435-CG4	13	14	16	22	1600	1800	2600
L13T8DF440-CG4	13	14	16	22	1650	1900	2650
L13T8DF450-CG4	13	14	16	22	1700	2000	2750

\* Lumens and watts will vary by ballast and fixture

**ORDERING:**

ITEM NUMBER	MODEL	WATTS (BARE LAMP)	LUMENS (NORMAL BF .88)	CCT
<b>2FT T8</b>				
107769	L9T8DF240-CG4	9W	1350	4000K
107770	L9T8DF250-CG4	9W	1400	5000K
<b>3FT T8</b>				
107771	L14T8DF335-CG4	14W	1700	3500K
107772	L14T8DF340-CG4	14W	1750	4000K
107773	L14T8DF350-CG4	14W	1800	5000K
<b>4FT T8</b>				
107221	L13T8DF435-CG4	13W	1850	3500K
107222	L13T8DF440-CG4	13W	1900	4000K
107223	L13T8DF450-CG4	13W	2000	5000K

Specifications are subject to change without notice.

**COMPATIBLE BALLASTS - INSTANT START:**

MANUFACTURER	MODEL	BALLAST FACTOR	# OF LAMPS
ACCUPRO	AP-RC-232IP-120-1	Normal	2
ACCUPRO	A3-RC-232IP-120-1	Normal	2
DAMAR	1688A	Normal	2
ESPEN	VE232MVHIP	Normal	2
ESPEN	VE332MVHIPH	High	3
ESPEN	VE432MVHIP	Normal	4
FULHAM	WH3-120-L	Normal	3
FULHAM	WHCG3-120-T8-IS	Normal	3
GE	GE-232-120-N	Normal	2
GE	GE232MAX-N/ULTRA	Normal	2
GE	GE332MV-N	Normal	3
GE	GE-432-120-N	Normal	4
GE	GE-432-277-N	Normal	4
GE	GE332MAXP-N/Ultra	Normal	3
HOWARD	EP2/32IS/MV/MC/HE	Normal	2
HOWARD	EP4/32IS/MV/MC/HE	Normal	4
KEYSTONE	KTEB-232-UV-IS-N-P	Normal	2
KEYSTONE	KTEB-332-UV-IS-N-P	Normal	3
KEYSTONE	KTEB-432-UV-IS-N-P	Normal	4
MAXLITE	MLEU322HE/SC	Normal	2
MAXLITE	MLEU322HEH/SC	High	2
MAXLITE	MLEU322HEL/SC	Low	2
MAXLITE	SKEU322/SC	Normal	2
MAXLITE	SKEU322H/SC	High	2
MAXLITE	SKEU322HEH/SC	High	2
MAXLITE	SKEU322HEL/SC	Low	2
MAXLITE	SKEU322L/SC	Low	2
MAXLITE	SKEU323L/SC	Low	3
MAXLITE	SKEU324H/SC	High	4
MAXLITE	SKEU324HE/SC	Normal	4
MAXLITE	SKEU324HEH/SC	High	4
MAXLITE	SKEU324HEL/SC	Low	4
MAXLITE	SKEU324L/SC	Low	4
PHILIPS ADVANCE	ICN-1P32-N	Normal	1
PHILIPS ADVANCE	GOPA-2P32-SC	Normal	2
PHILIPS ADVANCE	ICN-2M32-MC	Normal	2
PHILIPS ADVANCE	ICN-2P32-N	Normal	2
PHILIPS ADVANCE	IOPA-2P32-LW-N	Low	2

MANUFACTURER	MODEL	BALLAST FACTOR	# OF LAMPS
PHILIPS ADVANCE	REB-2P32-SC	Normal	2
PHILIPS ADVANCE	REL-2P32-SC	Normal	2
PHILIPS ADVANCE	ICN-3P32-N	Normal	3
PHILIPS ADVANCE	ICN-4P32-N	Normal	4
PHILIPS ADVANCE	IOP-4P32-LW-N	Low	4
PREMIUM	BB-T8/UVH-2x32	Normal	2
STANDARD	E232T8IS120/H/90C	High	2
STANDARD	E232T8IS347/H/90C	High	2
STANDARD	E232T8IS347/L/BULK	Low	2
STANDARD	E232T8IS347/N/BULK	Normal	2
STANDARD	EP232PI120L	Low	2
STANDARD	EP232T8IS120/N/AS	Normal	2
STANDARD	E432T8IS120/H	High	4
STANDARD	E432T8IS120/L/AS/BULK	Low	4
STANDARD	E432T8IS120/N/AS/BULK	Normal	4
STANDARD	E432T8IS347/L/BULK	Low	4
STANDARD	E432T8IS347/N/BULK	Normal	4
SUNPARK	U-2/32IS HBF	High	2
SUNPARK	U-2/32ISE	Normal	2
SUNPARK	U-2/32ISE HBF	High	2
SUNPARK	U-2/32ISE LBF	Low	2
SUNPARK	U-3/32IS	Normal	3
SUNPARK	U-3/32IS HBF	High	3
SUNPARK	U-3/32ISE	Normal	3
SUNPARK	U-3/32ISE HBF	High	3
SUNPARK	U-3/32ISE LBF	Low	3
SUNPARK	U-4/32IS	Normal	4
SUNPARK	U-4/32IS HBF	High	4
SUNPARK	U-4/32ISE	Normal	4
SUNPARK	U-4/32ISE LBF	Low	4
SUNPARK	U-2/32IS	Normal	2
SYLVANIA	QHE 2x32T8/UNV ISN-SC	Normal	2
SYLVANIA	QHE 3x32T8/UNV ISL-SC	Low	3
SYLVANIA	QHE 3x32T8/UNV ISN-SC	Normal	3
SYLVANIA	QTP 4x32T8/UNV ISN-SC	Normal	4
TCP	E3P32ISUNVE	Normal	3
UNIVERSAL TRIAD	B232IUNVHP-N	Normal	2
UNIVERSAL TRIAD	B432IUNVHP-A	Normal	4

Please contact MaxLite for questions about third party ballasts that are not on this list.

Specifications are subject to change without notice.



**COMPATIBLE BALLASTS - PROGRAM/RAPID START:**

MANUFACTURER	MODEL	BALLAST FACTOR	# OF LAMPS
GE	GE-232-120-PS-N	Normal	2
GE	GE-232-MVPS-H	High	2
GE	GE-232-MVPS-L	Low	2
PHILIPS ADVANCE*	REZ-2S32-SC	Normal	2
SYLVANIA*	QTP 2x32T8/UNV DIM-TC	Normal	2
SYLVANIA*	QHE 2x32T8/UNV PSX-MC	Normal	2
UNIVERSAL TRIAD	B232PUNVHE-B	Normal	2

\*Dimmable ballast

Please contact MaxLite for questions about third party ballasts that are not on this list.

**COMPATIBLE EMERGENCY BALLASTS:**

MANUFACTURER	MODEL
IOTA	ISL-540
IOTA	ISL-54
IOTA	I-320
KEYSTONE	KT-EMRG-500
KEYSTONE	KT-EMRG-1400-SL
KEYSTONE	KT-EMRG-1300-T5
PHILIPS BODINE	B50
PHILIPS BODINE	ELI-S-20
PHILIPS BODINE	LP600
PHILIPS BODINE	B50ST

**LED T8 - LINEAR REPLACEMENT LAMP**

GLASS SERIES  
UL TYPE-B



**PRODUCT DESCRIPTION:**

MaxLite LED T8 Linear Replacement Lamps are the ideal energy saving choices when upgrading traditional linear T8 or T12 fluorescent lamps in fixtures containing standard G13 (medium bi-pin) sockets. The LED T8 lamps are designed to provide appropriate light levels while utilizing a dedicated internal driver and require non-shunted G13 medium bi-pin lamp holders.

**FEATURES:**

- Universal voltage: 120V-277V applications
- Color Rendering Index (CRI): ≥82
- 50,000 hour life
- THD <20%
- High power factor: ≥.90
- Easy retrofit into most common linear fluorescent fixtures
- Simple ballast bypass
- Instant on
- Mercury free and virtually no UV or IR light
- Non dimmable
- [NSF certified](#)
- Suitable for enclosed fixture
- Five year limited warranty
- L9T8SExx-G, L15T8SExx-G & L18T8SExx-G are listed on the DLC QPL ("xx" = 35, 40 or 50" designating color temperature


MODEL SELECTION (Full list of order codes on pg. 3)			Typical order example: L9T8SE240-G		
L	9	T8	SE	2	
FAMILY	WATTAGE	LAMP TYPE	OPERATION	LENGTH	CCT
L= LED Linear	9= 9W	T8= T8 tube	SE= Single-End Power	2= 2 FT	<b>35-G=</b> 3500K, Glass <sup>1</sup> <b>40-G=</b> 4000K, Glass <b>50-G=</b> 5000K, Glass

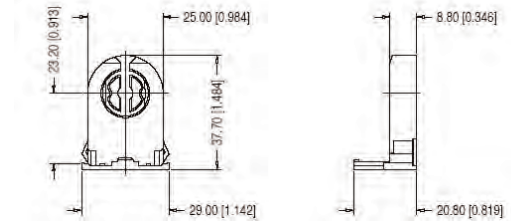
MODEL SELECTION (Full list of order codes on pg. 3)			Typical order example: L12T8SE340-G, L19T8SE540-G or L30T8SE640-G		
L		T8	SE		40-G
FAMILY	WATTAGE	LAMP TYPE	OPERATION	LENGTH	CCT
L= LED Linear	12= 12W <sup>2</sup>	T8= T8 tube	SE= Single-End Power	3= 3 FT <sup>2</sup>	40-G= 4000K, Glass
	19= 19W <sup>3</sup>			5= 5 FT <sup>3</sup>	
	30= 30W <sup>4</sup>			6= 6 FT <sup>4</sup>	

MODEL SELECTION (Full list of order codes on pg. 3)			Typical order example: L18T8SE440-G		
L		T8	SE	4	
FAMILY	WATTAGE	LAMP TYPE	OPERATION	LENGTH	CCT
L= LED Linear	15= 15W <sup>5</sup>	T8= T8 tube	SE= Single-End Power	4= 4 FT	35-G= 3500K, Glass <sup>56</sup>
	18= 18W <sup>6</sup>				40-G= 4000K, Glass <sup>6</sup>
	15= 15W <sup>7</sup>				50-G= 5000K, Glass <sup>56</sup>
					65-G= 6500K, Glass <sup>7</sup>

**NOTES:**

1. L9T8SE235-G is special order only
2. L12T8SE340-G is special order only, no DLC for 3ft model
3. L19T8SE540-G is special order only, no DLC for 5ft model
4. L30T8SE640-G is special order only, no DLC for 6ft model
5. L15T8SE435-G and L15T8DF450-G are special order only
6. L18T8SE4xx-G are special order only
7. L15T8SE465-G, no DLC for 6500K model

ACCESSORIES			
ORDER CODE	MODEL NUMBER	DESCRIPTION	ACCESSORIES IMAGE
73978	G13LPNS	G13 Low Profile Non-Shunted Lamp Holder	



**SPECIFICATIONS:**

ITEM	SPECIFICATION	DETAILS					
		2 - FOOT	3 - FOOT	4 - FOOT	5 - FOOT	6 - FOOT	
GENERAL PERFORMANCE	Power Consumption	9W	12W	15W	18W	19W	30W
	Lumens Delivered	1,150	1,450	1,800	2,200	2,500	3,600
	Efficacy	127 lm/w	120 lm/w	120 lm/w	122 lm/w	131 lm/W	120 lm/W
	CRI	≥82					
	Beam Angle	330°					
	Color Temperature (CCT)	3500K, 4000K, 5000K	4000K	3500K, 4000K, 5000K, 6500K (15W only)		4000K	4000K
	Lumen Maintenance (L70)	50,000 hours					
ELECTRICAL	Power Factor	≥ 0.90					
	Input Voltage	120V-277V, 50/60 Hz					
PHYSICAL	Operating Temperature	-4°F to 113°F		-4°F to 113°F	-4°F to 113°F		
	Lens	Opal (Frosted)					
CERTIFICATION	Certification	DLC 4.2, UL Classified, NSF, LM80	UL Classified, NSF, LM80	DLC 4.2, UL Classified, NSF, LM79, LM80		UL Classified, NSF, LM80	
	Material Usage	RoHS compliant; no mercury					
	Environment	Dry & Damp					
	Warranty	5 Years					

Lighting layouts and spacing criteria available upon request

**ORDERING:**

ORDER CODE	ITEM NO	INPUT WATTAGE	EQUIVALENT WATTAGE	BEAM ANGLE	DELIVERED LUMENS	EFFICACY (lm/W)	CRI	BASE TYPE	DLC	CCT	M.O.L
<b>2FT MODELS</b>											
101597	L9T8SE235-G <sup>1</sup>	9	17W Fluorescent	330°	1150	127	82	G13	N	3500K	23.75"
101598	L9T8SE240-G <sup>1</sup>	9	17W Fluorescent	330°	1150	127	82	G13	N	4000K	23.75"
101599	L9T8SE250-G <sup>1</sup>	9	17W Fluorescent	330°	1150	127	82	G13	N	5000K	23.75"
<b>3FT MODEL</b>											
101600	L12T8SE340-G <sup>2</sup>	12	25W Fluorescent	330°	1450	120	82	G13	N	4000K	35.75"
<b>4FT MODELS</b>											
76425	L15T8SE435-G <sup>5</sup>	15	32W Fluorescent	330°	1800	120	85	G13	Y	3500K	47.75"
76420	L15T8SE440-G <sup>5</sup>	15	32W Fluorescent	330°	1800	120	85	G13	Y	4000K	47.75"
76421	L15T8SE450-G <sup>5</sup>	15	32W Fluorescent	330°	1800	120	85	G13	Y	5000K	47.75"
99913	L15T8SE465-G <sup>7</sup>	15	32W Fluorescent	330°	1850	123	85	G13	N	6500K	47.75"
76422	L18T8SE435-G <sup>6</sup>	18	32W Fluorescent	330°	2200	122	85	G13	Y	3500K	47.75"
76423	L18T8SE440-G <sup>6</sup>	18	32W Fluorescent	330°	2200	122	85	G13	Y	4000K	47.75"
76424	L18T8SE450-G <sup>6</sup>	18	32W Fluorescent	330°	2200	122	85	G13	Y	5000K	47.75"
<b>5FT MODEL</b>											
101601	L19T8SE540-G <sup>3</sup>	19	40W Fluorescent	330°	2500	131	82	G13	N	4000K	59.60"
<b>6FT MODELS</b>											
101602	L30T8SE640-G <sup>4</sup>	30	70W Fluorescent	330°	3600	120	82	G13	N	4000K	70"

**NOTES:**

1. L9T8SE235-G is special order only
2. L12T8SE340-G is special order only, no DLC for 3ft model
3. L19T8SE540-G is special order only, no DLC for 5ft model
4. L30T8SE640-G is special order only, no DLC for 6ft model
5. L15T8SE435-G and L15T8DF450-G are special order only
6. L18T8SE4xx-G are special order only
7. L15T8SE465-G, no DLC for 6500K model



## Features

- Dark Sky Compliant
- Instant on to full brightness, No flickering, No humming
- High efficacy at 130+ lumens per watt
- 7 year warranty
- Available 8000-40000 lumen packages
- Rated IP65
- Lower maintenance costs
- Matches Wall Pack WPSN Series
- Standard color is Black. (Other colors available - Dark Bronze/Silver)

- UL and DLC certified
- 150\*85 Lens angle
- Workable Voltage 90-305V
- Optional light-controlled and surge protection function
- No UV or IR in the beam

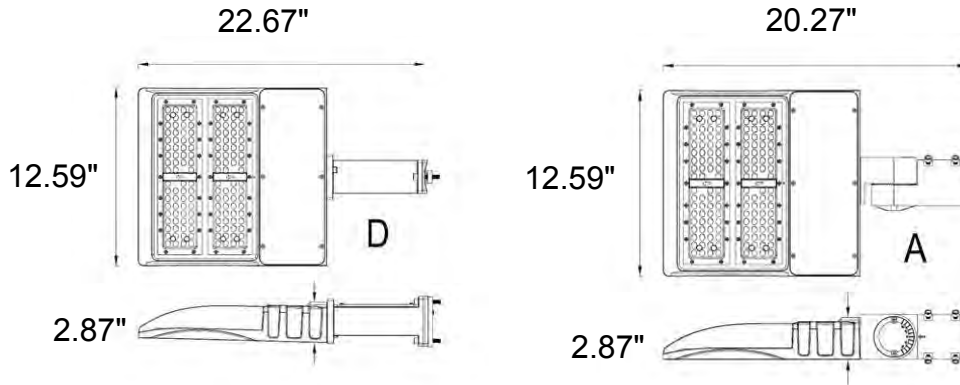
## Applications

- Area Light
- Sports venues
- Industrial settings
- Parking areas

Reference #	Model #	Lumens	Watts	Lm/W	CCT	CRI	DLC
61146	PLSN-8L-50K-UL-D	8474	60	141	5000	>80	Standard
61148	PLSN-11L-50K-UL-D	12412	90	138	5000	>80	Standard
61150	PLSN-15L-50K-UL-D	16055	121	133	5000	>80	Standard
61152	PLSN-19L-50K-UL-D	19355	149	130	5000	>80	Standard
61160	PLSN-25L-50K-UL-D	25202	184	137	5000	>80	Standard
61165	PLSN-32L-50K-UL-D	31295	244	128	5000	>80	Standard
61170	PLSN-40L-50K-UL-D	39390	308	128	5000	>80	Standard

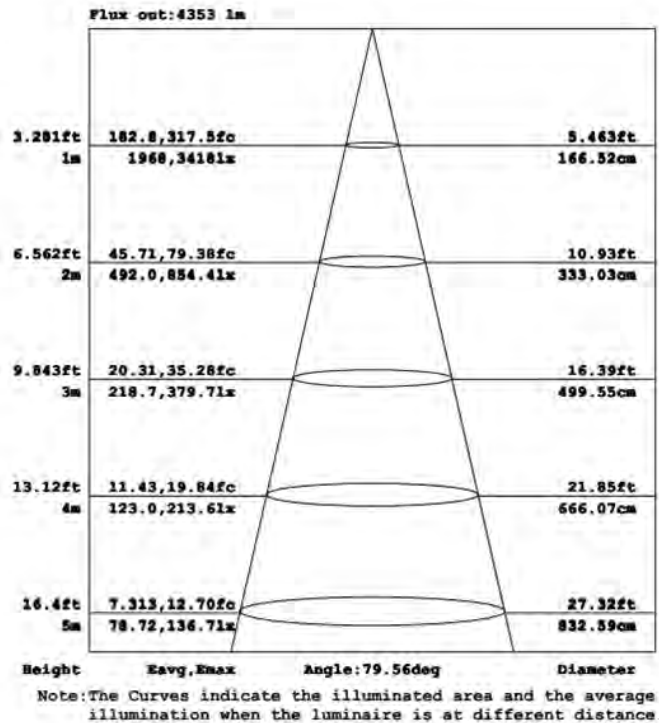
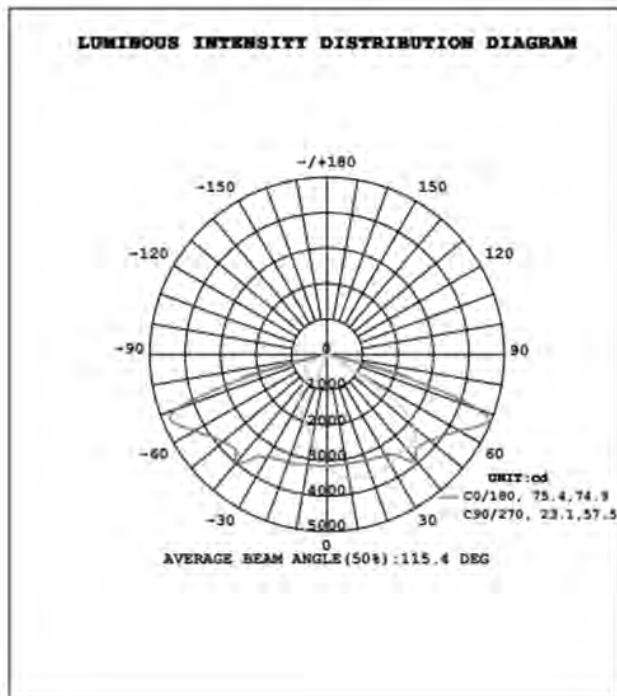
D = Direct Mount A = Adjustable Knuckle Mount  
480V Available

*Dimension:*



Reference # 61150

*Photometric:*



# ALSET® LED Frosted Highbay Fixture



(HB-28L)



(HB-11L & HB-18L)

## Features

- Frosted lens to reduce glare
- Instant on to full brightness
- Energy efficient
- Wide light distribution
- High efficacy up to 134 lumens per watt
- Light weight for easy installation
- Lower maintenance costs
- Available 3000K, 4000K, and 5000K color temperatures
- IP65 Rated for wet locations
- Operating temp -40°C - +60°C  
-40°F - +140°F
- Dimensions 21.6" x 21.6" x 6.5"
- LM79/80 reports and TM21 data available
- Input voltage 120-277V or 347-480V
- Workable Voltage at 90-305V or 347-528V

- DLC Premium 4.0 under Nuwave model number 52050, 52051
- NSF certified -Splash zone/Non-Food zone
- UL, RoHS and FCC certified
- 7 year warranty
- L70 >60,000 hours at 85°C
- 0-10 V DC dimming standard

## Applications

- Offices
- Warehouses
- Storage areas
- Food processing plants
- Cold storage
- Convention centers
- Airports
- Healthcare facilities
- Workshops
- Manufacturing plants
- Stadiums

### Ordering Information:

Ex. HB-18L-40K-UL-WG



Model  
**HB**

Lumen Package

**11L** = 11,000 lm, 88W  
**18L** = 18,000 lm, 145W  
**28L** = 28,000 lm, 232W

CCT

**30K** = 3000K  
**35K** = 3500K  
**40K** = 4000K  
**50K** = 5000K

Voltage

**UL** = 120-277V  
**UH** = 347-480V

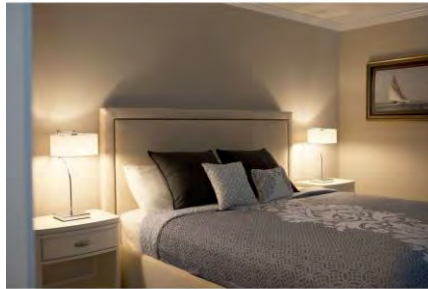
Options

**RA90** = High CRI Option (>90)  
**OS** = Occupancy Sensor set  
**CR** = Commissioning Remote (for OS)  
**WG** = Wireguard  
**CD** = 6' Cord  
**PS1** = 120V Straight blade plug  
**PS2** = 277V Straight blade plug  
**PT1** = 120V Twist-Lock plug  
**PT2** = 277V Twist-Lock plug  
**PH** = Pendant Hook  
**Y3** = Y-3 wired gripple





60W Equivalent Soft White A19 LED Light Bulb - Model #466284 (9290012615)



## Product Overview

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Philips Energy Star Certified LED A-shape light bulbs are a smart alternative to standard incandescent and designed to deliver everyday value and effective, consistent light. This Philips 8.5-Watt LED A19 household light bulb is the perfect replacement for anywhere traditional light bulbs are used, such as table or floor lamps. This 8.5-Watt 2700K (Soft White) LED A19 provides a warm and comfortable light, perfect for your living room, bedroom, kitchen or any place in your home where you would use a standard incandescent light bulb. The Philips LED A19 household light bulb provides 360° all around light and can replace your current 60-Watt light bulb.

- Brightness: 800 Lumens
- Estimated yearly energy cost: \$1.02 (based on 3-hours/day, 11¢/kWh, cost depends on rates and use)
- Life hours: 10000-hours (based on 3-hours/day)
- Light appearance: 2700K (soft white)
- Energy used: 8.5-Watt (equivalent to a 100-Watt standard incandescent light bulb)
- Lumens per watt: 94.12
- Functional light quality, designed to deliver everyday value without compromising in performance
- Ideal for any room in your home such as bedrooms and living rooms
- Use in table or floor lamps or anywhere traditional light bulbs are used
- Provides a soft white light to help create a comfortable and relaxing environment



## Bypass Series

## T8 Series

Linear LED Tube



### Product Description

This Bypass LED T8 Lamps have been designed and engineered for demanding commercial applications. The lamp's coated glass diffusing tube and compact light engine produce 325° of evenly diffused light. The micro-designed driver allows for a smaller end cap and end-to-end lighting with no dark spots. This UL listed tube requires bypassing the ballast during installation and runs directly off line voltage to eliminate compatibility problems, incidental power loss, lifetime issues, and maintenance costs associated with ballasts.

### Tube Features

- Simple rewiring installation allows lamps to run off mains voltage
- Wide beam design - 325° light emitting area
- Exceptional efficacy - 128 LPW at system level (full system - frosted)\*
- DLC 4.0 standard listed \*\*
- 5 years Warranty



### Product Model

Product	Lamp Power (W)	Luminous (lm)	CCT (K)	CRI	Lifetime (hrs)	Dimension (mm)	Beam Angle(° )
T8L-IDFH11-1800 -4ft-CDA-10	14	1800	4000	80	50,000	26x1200	325
T8L-IDFH11-2200-4ft-CDA-10	17	2200	4000	80	50,000	26x1200	325

# Worbest: WORBR30D11W30

## 120VAC E26 11W UL Energy Star listed Dimmable BR30 Led Floodlight

Model Number	PICTURE	Description	Power (watts)	Wattage Equivalent	Beam Angle	Voltage Input	CCT	Lumens	Dimmable	Certificate
R20-060101		LED BR 20 bulb,6.5W	6.5W	50W	110°	90-135VAC	2700K 5000K	480 lm	Yes ,Triac	UL,Energy Star
BR30-110101-N		LED BR 30 bulb,11W	11W	65W	110°	90-135VAC	2700K 5000K	800lm	No	UL
BR30-110101		LED BR 30 bulb,11W	11W	65W	110°	90-135VAC	2700K 5000K	800lm	Yes ,Triac	UL,Energy Star
BR40-150101		LED BR 40 bulb,15W	15W	75W	110°	90-135VAC	2700K 5000K	1000lm	Yes ,Triac	UL,Energy Star
BR40-170101		LED BR 40 bulb,17W	17W	90W	110°	90-135VAC	2700K 5000K	1320lm	Yes ,Triac	UL,Energy Star

### Specification of BR30 Led Floodlight

Product name: BR30 Led Bulb Light Housing Dimmable

Power Factor 0.9

Color Temperature: 2700K3000K/4000K

Ra: >80

Input Voltage: 120VAC

Luminous efficiency: >80lm/w

Base: E26/E27

Dimmable: Yes

Beam angle: 110 degree

Installation: Recessed

Lifespan 25000 hours

Warranty: 3 years

IP Grade: IP20

Certification: UL, Energy Star

# Worbest: WORBR30D8W30



## 120VAC E26 8W UL Energy Star listed Dimmable BR30 Led Floodlight



### Specification of BR30 8w Led Floodlight

Type: BR30 Led Bulb Light Housing Dimmable

Power Factor: 0.9

Color Temperature: 2700K/3000K/4000K

Ra: >80

Input Voltage: 120VAC

Luminous efficiency: >80lm/w

Base: E26/E27

Dimmable: Yes

Beam angle: 110 degree

Installation: Recessed

Lifespan 25000 hours

Warranty: 3 years

IP Grade: IP20

Certification: UL, Energy Star

**Shenzhen Unilumin Technology Co., Ltd.**



**Special Meeting Minutes  
Fairfield BoE, January 23, 2018**

**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 7:30PM. Present were members Trisha Pytko, Christine Vitale, Jessica Gerber, Philip Dwyer, Jennifer Jacobsen, Nick Aysseh, Jennifer Maxon-Kennelly and Jeff Peterson. Jennifer Leeper was not present. Others present were Superintendent Dr. Toni Jones, members of the central office leadership team, and approximately 30 members of the public.

Mr. Dwyer led the budget review and requested that Board members mention any changes they might be considering, to give staff time to respond and make calculations. Responses to Board questions received in advance of the meeting were provided in a 27-page Board Questions handout that was referenced throughout the meeting.

**A. Revenue, Pages 13-23**

Mrs. Munsell responded to Board Questions on Excess Cost and Open Choice.

Excess Cost is in the budget as a net expense. When applied income is removed, the number increases. Income sections include all income received. When grant funding is tied to teaching positions, the district uses it for that purpose.

The number of Open Choice seats did not increase this year. The district is careful not to add Open Choice seats when it would result in the splitting of a section and the hiring of a teacher. Mrs. Maxon-Kennelly and Mrs. Gerber asked how this might impact the state's response to the FPS Racial Imbalance Plan, as the Plan requires additional Open Choice students. Mrs. Maxon Kennelly, Mr. Dwyer, Mrs. Gerber, Mrs. Jacobsen and Mrs. Vitale all expressed support of increasing the number of Open Choice seats available, provided those seats would not increase sections.

Dr. Jones said other districts will be billed in full for special education expenses of their students. The district aggressively pursues grant funding, but much of it is tied to Free/Reduced Lunch. The district could also pursue tuition students at WFC.

Mr. Cullen said most of the building reservations are known and in the system. Any deviation from the current rental parameters could make reservations more costly.

Mrs. Maxon-Kennelly said she was interested in the Board and district looking into corporate sponsorship ideas. Mr. Dwyer said that there would probably have to be a policy regarding that topic.

**B. Staff Salaries, page 29** No questions.

**C. Benefits, page 31**

Mrs. Munsell clarified that AON projected insurance costs when the district was self-insured. Now that the district is insured with Community Partnership Plan (CPP); the premium is the same regardless of experience. New rates are provided in the spring and take effect in July. The current estimated increase is 7%.

**D. Operations and Maintenance of Buildings, page 43**

*Mr. Cullen responded to Board questions:*

The list of maintenance projects remains fairly steady - as projects are completed, more are added. Referencing page 17 in the Questions Document, projects that are frozen in 17-18 could bump other projects scheduled in 18-19, depending on how critical the project is. Mrs. Gerber added that the concern is that all scheduled 18-19 projects could be bumped.

## DRAFT

The solar savings chart on page 13 of the Questions document showed that several schools did not realize projected savings. The 18-19 savings will be in the range of \$130K-\$150K. This could be attributed to increased square footage, new equipment, and an increase in heating costs. The high schools went solar later than expected; FLHS was delayed due to solar roof work, and FWHS is currently delayed due to a power issue. Additionally, the UI grid rate is different for each school. The district has a mechanism in place to be alerted to differences in power usage for each school which ensures minimal energy waste.

The boiler repair listed on page 160 is actually a replacement not just a repair and will accommodate Holland Hill's new size. The average life of that particular boiler is 17 years.

The FLHS maintenance item for the concession stand on page 18 of the Questions document stems from a request to renovate the 2<sup>nd</sup> floor storage room to be the football team's meeting room.

The cedar siding at RLMS is starting to rot; the best and most cost-effective way to address it is to install siding over it. This would eliminate the need for costly upkeep. The project was rejected by Town bodies, but is regularly monitored and remains on the list.

Painting is done by outside contractors and is a constant request. The painting schedule changes according to budget. The account is easy to take from during emergencies. It may be possible to do 5 areas out of the 15 areas that were frozen.

### **Transportation, page 37**

Dr. Jones said the transportation bid has not yet been awarded, so the number in the budget could change slightly. A 3% increase is built in. Mrs. Munsell said the Town Purchasing Director was fearful that the increase could have been as high as 20%. Unsure exactly when a contract will be in place.

Extra-curricular transportation costs are part of school allocation, which is at the principal's discretion.

Mr. Mancusi said there are more Outplaced students being transported this year. Having chaired a consortium on sharing Outplaced transportation among nearby districts, he understands the obstacles. It can be done but is difficult to manage due to the constant change in placements. Mrs. Munsell added that this conversation has already begun at CES. Mrs. Maxon-Kennelly asked for a breakdown of unilateral vs. PPT placements.

### **F. Dues and Fees, page 47: No Questions.**

Following discussion of specific agenda items, the Board focused on ESS, CLC, the ELL Academy and the budget process in general.

Mr. Mancusi attributed the ESS cost differences in the Questions documents to DBT training and summer services. ESS transition planning is taking place. Meetings with parents will be scheduled and a survey with open-ended responses will be offered. Parent, family and student anxiety about the change is well understood and is taken seriously. DBT was rolled out to the high schools this year and is in the budget to be rolled out to the middle schools next year. Mrs. Maxon-Kennelly said she is interested in a report on how well ESS did. Dr. Jones added that the ESS change is overwhelmingly driven by staff.

Mrs. Maxon-Kennelly asked Dr. Jones to review items that leadership had requested, but were not in the budget – similar to the maintenance priority list. Dr. Jones said the budget accomplishes a great deal and addresses what teachers feel is important - despite the fact that it is lean. Among other things, the budget will do more for ELL, structure differently with the Elementary Facilitator, prepare for the STEAM assessment and move the district forward.

DRAFT

Mr. Cummings said the ELL Academy takes family support into consideration. The idea is for students to spend 12-15 weeks at the Academy, but it may be longer for middle and high school students due the curriculum. There is also an increase in the number of ELL students entering the district with little or no formal schooling.

Mr. Cummings said outside PD has not been reduced due to the budget. The headmasters added that cutting PD could mean limiting the maximum amount of PD per staff member, or sending fewer people to the same PD. Mrs. Maxon-Kennelly said it would be tragic if teachers stop requesting PD due to the budgetary concerns. Mrs. Vitale added that the PTAC would be open to staff requests for anything that would enrich the lives of students.

Mr. Mancusi said the TMS CLC would start with 3 students, and full staff would not be hired until it was filled. At Riverfield, the district is looking for 2-1 staffing. Mrs. Deasy referenced page 140 to help explain the staffing differences with certified and non-certified. Mrs. Gerber asked why the costs for the TMS and Riverfield CLCs doubled from what was presented in November. Dr. Jones will research those numbers.

Mr. Mancusi said consultants for the Special Education audit will be in Fairfield from February 5-7, and he will be reaching out for parent, Board and staff participation.

Mrs. Deasy noted that ECC staff did not decrease. It has the same number of classes, but one is housed at Stratfield Elementary. Ms. Pytko expressed concern about the staffing numbers on page 11. Mr. Mancusi will look into that.

Mr. Dwyer reviewed the insurance savings and said the district implemented the State Plan early, resulting in savings. Dr. Jones was grateful to the bargaining units during the change. Because of that, the district has close to \$1M in savings, allowing the Board to pre-purchase items for next year, possibly textbooks. The \$2.3M that is held in reserve is a different issue altogether. Those funds will be used for sped cost overruns and maintenance projects.

Several Board members expressed concern on pre-purchasing texts but remained interested in restoring the 20% allocation. Mrs. Vitale suggested pre-purchasing Chromebooks as an alternative, if suitable science texts are not available.

Mr. Aysseh asked if there might be other areas that the Superintendent would like expand on, not related to the 20% allocation restoration. Dr. Jones said that is always a difficult question, the district can always use more money and more staff. This is a solid budget, with the 20% allocation being a small portion controlled by each school.

*Board members voiced their budget considerations:*

Mrs. Jacobsen and Mrs. Maxon-Kennelly are interested in restoring the full 20% allocation to schools. Mrs. Maxon-Kennelly said one approach is to pre-purchase, and the other is to add money back in to the budget.

Mrs. Munsell referenced an allocation chart showing differing levels of allocation. Copier paper was moved into the allocation accounts. The \$1M insurance savings this year is a one-time savings. Future expected savings are already built in to the budget.

Mrs. Gerber and Mrs. Vitale support using some of the insurance savings to pre-purchase materials, allowing restoration of the 20% allocation. Dr. Jones clarified that full restoration would be \$403,602 – some funding was already restored to the high schools due to fixed costs.

Mrs. Gerber, Ms. Pytko, Mr. Peterson and Mr. Aysseh agreed that the budget should remain at the 3.1% level. Dr. Jones added that she is comfortable with the pre-purchase option, despite the possibility of unforeseen costs this year.

Mrs. Jacobsen and Mr. Aysseh are interested in restoring maintenance projects.

Motion to adjourn:

Move: Ms. Pytko

DRAFT

Second: Mrs. Gerber

**Motion Passed: 8-0**

*Meeting adjourned at 10:11pm.*

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



**Regular Meeting Minutes  
Fairfield BoE, January 25, 2018**

**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 7:35PM. Present were members Trisha Pytko, Christine Vitale, Jessica Gerber, Philip Dwyer, Jennifer Jacobsen, Nick Aysseh, Jennifer Maxon-Kennelly and Jeff Peterson. Jennifer Leeper was absent. Others present were Superintendent Dr. Toni Jones, FLHS student representative Molly Baker, members of the central office leadership team, and approximately 10 members of the public.

**Voting Summary:**

**New Business**

*Adoption of a Recommended Budget for the 2018-2019 Fiscal Year*

Mrs. Vitale moved/Mrs. Jacobsen seconded the recommended motion "that the Board of Education approve an operating budget to be forwarded to the Town of Fairfield for the 2018-2019 fiscal year in the amount of \$173,956,991, amended as follows:

Reallocate \$403,602 from Technology (Summary Object 503) to restore the 20% student per pupil allocation reduction to be appropriated to each school." Motion passed 8-0.

**Approval of Minutes**

*Approval of Minutes of the January 9, 2018 Regular Meeting*

Mrs. Gerber moved/Ms. Pytko seconded the recommended motion "that the Board of Education approve the Minutes of the Regular Meeting of January 9, 2018." Motion passed 8-0.

*Approval of Minutes of the January 9, 2018 Special Meeting*

Mrs. Gerber moved/Ms. Pytko seconded the recommended motion "that the Board of Education approve the Minutes of the Special Meeting of January 9, 2018." Motion passed 8-0.

**Adjournment**

Mr. Aysseh moved/Ms. Pytko seconded the recommended motion "that this Regular Meeting of the Board of Education adjourn." Motion passed 8-0. Meeting adjourned at 9:22PM

**Detailed Minutes:**

Mr. Dwyer said he would be introducing a revised recommended budget motion. It will allow the budget to remain the same while restoring school allocations.

**Student Reports**

Ms. Baker reported for FLHS: Course selection night took place and the Program of Studies is posted to the website; next week is 8<sup>th</sup> grade night; seniors participated in the volleyball tournament.

**Public Comment**

*Mr. Convertito*, PTAC President: The budget does not meet the educational needs of the Town.

## **New Business**

### *Adoption of a Recommended Budget for the 2018-2019 Fiscal Year*

Mrs. Vitale moved, Mrs. Jacobsen seconded “that the Board of Education approve an operating budget to be forwarded to the Town of Fairfield for the 2018-2019 fiscal year in the amount of \$173,956,991, amended as follows: Reallocate \$403,602 from Technology (Summary Object 503) to restore the 20% student per pupil allocation reduction to be appropriated to each school.”

Mr. Dwyer said the revised motion allows restoration to 18-19 school allocations by using a portion of the 17-18 current year health insurance savings to pre-purchase items in the 18-19 budget. The pre-purchase would allow approximately \$403K to be re-allocated to the school allocation accounts. Dr. Jones added that the original idea was to pre-purchase Science materials, but the Executive Team decided on the pre-purchase of technology materials instead, since that has a known cost.

Dr. Jones said the district does not keep a ‘priority 2’ budget list in writing but could do so going forward. One of the items discussed has been K-2 World Language. There will be more discussion on special education staffing levels after the SPED study has been completed. This budget is very responsive to the District Improvement Plan and aims at priorities to move the district forward.

School allocation correlates with projected student enrollment. Over time, what has been included in school allocation has changed, including copy paper and software. It is important to note that programming was not reduced. Mr. Dwyer confirmed that the high schools have already had some of the allocation restored.

## **Public Comment**

*Lisa Havey, Longview Avenue:* Read a National PTA statement on what PTAs should and should not fund.

*Suzanne Miska, Ryegate Road:* Supports budget and the budget process.

Mrs. Maxon-Kennelly said the budget is very frugal and the current year budget has \$2.3M that is not being spent as originally approved. Would like the district to thrive, rather than simply survive.

Mr. Dwyer said the budget transfer approval process typically happens in June. Items placed in reserve and reported on in the quarterly report are not voted on at the time of the report, as numbers may change prior to June. Mr. Aysseh would like big number items to come before the Board.

## **Motion Passed: 8-0**

### *Quarterly Financial Report*

Mrs. Munsell reported that by utilizing the \$2.3M reserve funds, the FPS total expenses are expected to be within budget for June 2018. The reserve amount was placed in a Support Expense category and consequently, the reserve amounts are no longer available for use as originally intended; for example, accounts reflected in column 1 of the report such as Maintenance Services and Projects, show an overage. Column 2 represents the location of the \$2.3M, in essence, where monies are added back in.

Due to the CT Partnership 2.0 changes, there is a \$1M projected insurance savings.

Mr. Aysseh would like to fund the \$227K maintenance in keeping with the waterfall. Mr. Dwyer added that the budget is fluid and staff manage any overages.

### *Discussion of Special Meetings for Facility Issues*

Mrs. Vitale introduced the idea of an informal Board meeting to address the district initiative on facilities and structural change. Since the dissolution of the Adhoc Committee on Operational Effectiveness, the discussion has stalled. There

are many remaining open items such as the waterfall, racial imbalance and facilities considerations. Dr. Jones agreed and said her previous district had 'Board working sessions' which proved to be very productive discussions for construction projects. A majority of the Board agreed with the idea and wanted to include public comment and engagement. Mrs. Vitale said she would get the process started with a special meeting, and perhaps it would become a committee.

*First Reading of Amendment to Policy 9000, By-Laws of the Board, Article II, Section 4, Committees*

Mr. Aysseh introduced the by-law amendment to form a Finance and Budget Committee. The committee would allow ideas to be researched and vetted prior to being presented to the full Board. The language in the amendment, copied from the previous Finance Committee, is intended to be broad. The language in #2, regarding labor agreements, is intended to maintain current practice. Mr. Dwyer said past practice is for the Board to meet and discuss strategy – then have one member participate in negotiations.

Mrs. Maxon-Kennelly disliked the vague, open-ended language in #2 pertaining to labor agreements; it should have clear parameters to avoid what happened to the Adhoc Committee. Would also like to see language that ensures the committee will address items originating with the Board rather than staff. Mrs. Gerber added that the existing Policy Committee does not have this language either but it is implied.

Mr. Aysseh was open to revising the language at the Board's request. Discussion followed on specifics of what the committee would be doing. Mrs. Jacobsen suggested the committee would review the budget as well as research ideas such as corporate sponsorship. Mr. Dwyer cautioned against making more or redundant work for staff, for example, the quarterly reports are embedded in policy; any change to their frequency would involve policy. Board members agreed the by-law amendment should be moved forward for approval at the February 13 meeting, even though Mr. Aysseh would not be able to attend that meeting.

**Approval of Minutes**

*Approval of Minutes of the January 9, 2018 Regular Meeting*

Mrs. Gerber moved, Ms. Pytko seconded that the Board of Education approve the Minutes of the Regular Meeting of January 9, 2018.

**Motion Passed: 8-0**

*Approval of Minutes of the January 9, 2018 Special Meeting*

Mrs. Gerber moved, Ms. Pytko seconded that the Board of Education approve the Minutes of the Special Meeting of January 9, 2018.

**Motion Passed: 8-0**

**Superintendent Report**

- Dr. Jones said Kindergarten registration has begun; the district wants to get students enrolled quickly. The PK registration has recently been automated. Ms. Miner said PK registration is also beginning soon. The PK program is advertised through principal recruitment, the FPS website, district posters, Peachjar and an upcoming February 8 orientation session at the library. Opt-in information was just recently sent out, but parents may not decide until the summer.
- High school scheduling is also underway, and transitional-year visits are taking place.
- The SPED consultants are here to meet with the community. A Board sign-up sheet is circulating for this purpose.

**Committee/Liaison Reports**

Ms. Pytko reported for the Board of Health: A Saturday flu clinic will take place.

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Ms. Pytko also reported for SEPTA: Mr. Mancusi will attend the next meeting on January 31 and SEPTA Teens Social Group meets on January 26.

Mr. Dwyer reported that Fairfield Cares will offer training on the use of Narcan. Kits will be provided free of charge to those who are trained.

**Open Board Comment**

Mr. Dwyer said the RTM committees appear to support the FEA contract; it will be voted on at the upcoming RTM Meeting.

Mrs. Gerber mentioned that the RTM Meeting is at OHS.

**Public Comment**

*Suzanne Miska*, Ryegate Road: Supports public participation during facilities discussion; questioned Finance Committee purpose.

**Adjournment**

Mr. Aysseh moved, Ms. Pytko seconded that this Regular Meeting of the Board of Education adjourn.

**Motion Passed: 8-0**

Meeting adjourned at 9:22PM

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

**Special Meeting Minutes  
Fairfield BoE, February 8, 2018**

**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**

Acting Chair Jennifer Jacobsen called the Special meeting to order at 7:30PM. Present were members Jennifer Leeper, Trisha Pytko, Christine Vitale, Jessica Gerber, Jennifer Jacobsen, Jennifer Maxon-Kennelly, Nick Aysseh and Jeff Peterson. Mr. Dwyer was not present. Others present were Superintendent Dr. Toni Jones, members of the central office leadership team, and 10 members of the public.

Mrs. Gerber moved, Ms. Pytko seconded that the Board of Education hereby moves into Executive Session to discuss records, reports and statements of strategy or negotiations with respect to collective bargaining and to invite Attorney Sedor and Attorney Deasy, in accordance with Connecticut General Statutes CGS§ 1-210(b)(9).

**Motion Passed: 7-0**

*(Mr. Aysseh was not present for the vote.)*

The Board returned to Public Session.

*First Reading of Sherman Educational Specifications*

Mr. Cullen and Mr. Morabito reviewed the ed specs, FEMA regulation packet and project timeline. Even if the contingency amount is used, the project remains below the FEMA threshold. The Sherman lockers are an existing item and should be considered maintenance. The mechanical means of fresh air is already in place, so it may also be possible to factor in air conditioning as maintenance. Jim Wendt, Fairfield Planning Director, agreed with the \$795K in excluded items, adding a high level of confidence to the numbers.

Mr. Peterson wanted to know the potential impact if the project actually went over the 50% FEMA threshold. Mr. Cullen said the building committee would then review the need for another phase, but the \$200K buffer should be sufficient.

Mrs. Maxon-Kennelly confirmed that there is a priority list in the event the project nears the 50% limit.

Mrs. Gerber felt the Special Projects Building Committee did a good job on phases 1 and 2 and would be very knowledgeable if chosen to work on Phase III.

Mr. Cullen said the Sherman project timeline does not include reimbursement from the CSDE Office of School Construction Grants. Mr. Morabito added that it is possible to file for reimbursement later than June 30, but the project would then move farther down the CSDE priority list. It is also possible to withdraw from filing, avoiding any limitations that process would impose.

DRAFT

*First Reading of Mill Hill Educational Specifications*

Mr. Morabito confirmed that the project could be filed with CSDE after June 30, 2019, risking a change to the reimbursement rate. There are critical steps, as noted in the timeline, that must be taken prior to filing. The filing for Mill Hill is expected to take place prior to June 2019. The Waterfall shows the seed money has a different process. The ed spec approval is part of the timely filing process, but there is some wiggle room in the design phase if this is delayed. Mrs. Gerber added that she believed that June 30 2018 is the bonding resolution deadline for both Mill Hill and Sherman.

Mr. Aysseh expressed concern over justifying a 504 enrollment over what he felt was a short period of time, and preferred to have more complete information to make a decision. Dr. Jones added that the Board of Selectmen requested the ed specs to move the project forward. Mrs. Gerber said flexibility exists even after the ed specs are approved; it would be possible to approve for a 504 now, and then amend later if needed, prior to the funding request. She expressed some concern over the tight March timeline, with approval needed by BOS, BOF and RTM, during a very busy month of budget hearings. Mr. Cullen said the BOS offered to have a special meeting to help move the process forward, including the formation of a building committee.

Mrs. Gerber asked that the reference to 'Board update' be removed from the ed specs, as it was Central Office staff who updated the facilities plan; the BoE hasn't actually approved an updated long-range plan since 2015. She also requested a change to the capacity number. Over the years, Mill Hill capacity has been referenced as 483 with portables, and 378 without, and those numbers should be reflected here as well. The capacity of 273, while a helpful number, is not consistent with what has been presented in the past. Mrs. Maxon-Kennelly and Mrs. Vitale agreed.

Mr. Cullen said the MGT study used functional capacity, for example, disregarding whether Art was on a cart. Milone & MacBroom views enrollment from an operational standpoint; they studied previously used ed specs to get a true idea of needed space. Dr. Jones stressed the importance of referencing the true capacity number of 273 in order to maintain clarity within the ed spec. Experience from previous projects is an important factor as well.

The Board discussed school spaces and capacity, and asked if Principal Chase could address that at the next meeting; specifically speaking to accommodating smaller work spaces for occupational therapy or social work sessions. How would those spaces be accommodated if enrollment increased?

Ms. Pytko moved, Mr. Aysseh seconded to adjourn the meeting.

**Motion Passed: 8-0**

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

**Regular Meeting Minutes  
Fairfield BoE, February 13, 2018**

**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 Regular Meeting of the Board of Education and Roll Call**

Chairman Philip Dwyer called the Regular meeting to order at 7:35PM. Present were members Trisha Pytko, Jennifer Leeper, Christine Vitale, Jessica Gerber, Philip Dwyer, Jennifer Jacobsen, Jennifer Maxon-Kennelly and Jeff Peterson. Mr. Aysseh was not present. Others present were Superintendent Dr. Toni Jones, members of the central office leadership team, student representatives Molly Baker, Isabella Schichter and Paul Rivera, and approximately 30 members of the public.

**Voting Summary:**

**Old Business**

*Approval of Sherman Educational Specifications*

Mrs. Gerber moved/Mrs. Vitale seconded the recommended motion "that the Board of Education approve the Sherman Educational Specifications dated February 13, 2018". Motion passed 8-0.

*Approval of Mill Hill Educational Specifications*

Mrs. Maxon-Kennelly moved/Mrs. Jacobsen seconded the recommended motion "that the Board of Education approve the Mill Hill Educational Specifications dated February 13, 2018"

Mrs. Gerber moved/Mrs. Vitale seconded a motion to amend the Mill Hill Ed Specs as follows:

To change the second sentence in the first paragraph on page 2 under "Capacity" to read "Presently Mill Hill School has a functional capacity of 483 students with relocatable classrooms and 378 without relocatable classrooms."

And to change the numbers in the chart on page 7 for "Functional capacity w/portables" in 2018-19, 2019-20 and 2020-21 to read "483" instead of "378" and to change the numbers on the same chart for "Functional Capacity w/o portables" in 2018-19, 2019-20, and 2020-21 to read "378" instead of "336".

Motion passed 8-0.

Main motion, as amended, passed 8-0.

**Approval of Amendment to Policy 9000: By Laws of the Board, Article II, Section 4, Committees**

Ms. Leeper moved/Mrs. Gerber seconded the recommended motion "that the Board of Education approve the By-Law Amendment to By-Laws of the Board, Article II, Section 4, Committees, as enclosed."

Mrs. Maxon-Kennelly made a friendly amendment to add the following to the end of B. 2. To read (new language in bold) "To provide a forum for the Superintendent, Superintendent's staff and the committee to explore, research and vet new finance and budget related ideas prior to presenting to the full board, **in accordance with board policy and bylaws.**" The amendment was approved by unanimous consent.

The original motion, as amended, passed 7-1 (Ms. Pytko, Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mrs. Jacobsen, Mrs. Maxon-Kennelly, Mr. Peterson in favor; Mr. Dwyer against.)

## **New Business**

*Approval of the Collective Bargaining Agreement between Fairfield Custodians-Maintenance, The United Public Service Employees Union, Local 1779 and Fairfield Public Schools for the period July 1, 2016 through June 30, 2019.*

Mrs. Jacobsen moved/Mrs. Maxon-Kennelly seconded the recommended motion “that the Board of Education approve the Collective Bargaining Agreement between Fairfield Custodians-Maintenance, The United Public Service Employees Union, Local 1779 and Fairfield Public Schools for the period July 1, 2016 through June 30, 2019.” Motion passed 8-0.

*Approval of the TMS Roof Replacement Project 051-0145 RR*

Mrs. Gerber moved/Ms. Leeper seconded the recommended motion “that the Board of Education accept the TMS Roof Replacement Project 051-0145 RR as complete.” Motion passed 8-0.

## **Approval of Minutes**

*Approval of the Minutes of the January 16, 2018 Special Meeting*

Mrs. Gerber moved/Ms. Pytko seconded the recommended motion “that the Board of Education approve the Minutes of the Special Meeting of January 16, 2018.” Motion passed 8-0.

At 10:55PM, Mrs. Gerber moved/Mrs. Jacobsen seconded to suspend the rules and extend the meeting to 11:30PM. Motion passed 6-2 (Ms. Pytko, Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mrs. Jacobsen, Mrs. Maxon-Kennelly in favor; Mr. Dwyer, Mr. Peterson against).

## **Adjournment**

Mrs. Gerber moved/Ms. Pytko seconded the recommended motion “that this Regular Meeting of the Board of Education adjourn.” Motion passed 8-0. Meeting adjourned at 11:28PM.

## **Detailed Minutes:**

### **Student Reports**

Mrs. Baker and Ms. Schichter reported for FLHS: The Cheerleaders placed 2<sup>nd</sup> in FCIAC, the Co-op Girls Ski Team finished the season undefeated, the Gymnastics Team placed 3<sup>rd</sup> in FCIAC, Girls Indoor Track placed 3<sup>rd</sup> in State’s over the weekend; an upcoming Acapella concert will take place at TMS; 8<sup>th</sup> grade night was held; and course selection for next year recently completed. The Warde/Ludlowe basketball game takes place tomorrow night.

Mr. Rivera reported for FWHS: the winter sports pep rally was held last week; a distracted driving assembly, complete with simulators was held; electives night was held for incoming 9<sup>th</sup> graders; a breakfast at Barlow’s was hosted for Warde’s MVP’s (Mustang Values Personified); the Future Business Leaders of America Club is running a toy drive for Yale New Haven Children’s Hospital; the Dance team placed 10<sup>th</sup> in the nation at the Nationals in Florida.

### **Presentations**

Dr. Jones introduced Mr. Gallagher from Milone and MacBroom. He presented 10-year enrollment projections last October, and this presentation adds some detail to that.

Mr. Gallagher presented the Enrollment Projections, Facilities and Scenario Planning. Using ed specs for Holland Hill, an elementary school space scenario was studied for several schools. The 2017 Capacity Methodology is educationally driven and reflects desired deployment of space, aligns with Holland Hill ed specs and accounts for district wide



programs. The 2016 Capacity Methodology is physical-space driven, does not align with the Holland Hill ed specs, and does not take district wide programs into account.

As of October 1, 2017, McKinley is racially imbalanced at 28.4% higher than the K-5 district average. Holland Hill has an impending racial imbalance.

Projections are based on birth data, historic enrollment, persistency ratio assumptions and demographic and housing data. Kindergarten enrollment has declined by about 20% over the last ten years. Rising Birth-K ratio indicates that a growing proportion of kindergarteners were born elsewhere.

The 2015-2016 Scenario Planning focused on reducing McKinley's racial imbalance to below 20%, using the BOE-approved Guiding Principles. Two comprehensive redistricting scenarios were determined to be viable. This would necessitate a 504 build for both Holland Hill and Mill Hill, as well as redistricting between 15% and 21% of elementary school students.

The 2017-2018 Scenario Planning focused on addressing overcrowding at Sherman and Mill Hill, phasing out all portables, and assessing potential cost-savings measures in light of the state budget. Scenarios that were deemed not viable were: Move 6<sup>th</sup> grade down to elementary, close a middle school, and close a high school.

Mr. Gallagher responded to Board questions:

- Any large exodus or influx is built in to the persistency ratio. There is a significant relationship with birth rate and persistency ratio. Reasonable assumptions are based on historical data, and will share those.
- Recent changes with state budget cuts might be reflected in upcoming years, but are too recent to be included in these projections.
- Affordable housing was not taken into account.
- Non-birthrate data is used, and the number of elementary PK-5 students is reflected differently in the Feb 2016 presentation. Since then, birth rate data has been adjusted; from an uptick to a downward trend. Will provide more information (in writing) on birth trend data.
- Home sales are included in the persistency data and birth data regression model.
- In determining the capacity of 273 for Mill Hill, support functions were assumed to be essential. Mrs. Maxon-Kennelly did not feel this was realistic. Mr. Dwyer noted that without an addition at Mill Hill, there won't be any small spaces for essential services.
- Depending on the size, new housing developments might be included in the model.

**Public Comment:**

*Steve O'Brien*, FWHS teacher: The policy on political guidelines for teachers is too subjective.

*Frank Sahagian*, resident and Fairfield teacher: The policy on political guidelines for teachers does not clearly define what is balanced and fair.

*John Whaley*, FWHS English teacher: The policy on political guidelines for teachers is too vague.

*Bob Smoler*, FEA President: Asked the Board to narrow the political policy.

*Jill Vergara*, RTM District 7: Thanked the Board for moving so quickly on the ed specs and asked that the proper number of \$3.2M be reflected for Sherman in the waterfall.

*Michelle DeMartino*, Mill Hill parent and President-elect: Supports Mill Hill renovations.

*Eric Sundman*, RTM District 10: Supports Mill Hill renovation.

*Shannon Messina*, Mill Hill parent: Questioned air quality and portable safety at Mill Hill.

**Old Business:**

*Approval of Sherman Educational Specifications*

Mrs. Gerber moved, Mrs. Vitale seconded “that the Board of Education approve the Sherman Educational Specifications dated February 13, 2018.”

Mr. Dwyer said a separate building committee will be formed for this project.

Public Comment:

*Eileen Roxbee*, Sherman Principal: Thanked the Board for project approval.

**Motion Passed: 8-0**

*Approval of Mill Hill Educational Specifications*

Mrs. Maxon-Kennelly moved, Mrs. Jacobsen seconded “that the Board of Education approve the Mill Hill Educational Specifications dated February 13, 2018.”

Mrs. Gerber moved, Mrs. Vitale seconded a motion to amend the Mill Hill Ed Specs as follows:

To change the second sentence in the first paragraph on page 2 under “Capacity” to read “Presently Mill Hill School has a functional capacity of 483 students with relocatable classrooms and 378 without relocatable classrooms.”

And to change the numbers in the chart on page 7 for “Functional capacity w/portables” in 2018-19, 2019-20 and 2020-21 to read “483” instead of “378” and to change the numbers on the same chart for “Functional Capacity w/o portables” in 2018-19, 2019-20, and 2020-21 to read “378” instead of “336”.

Mrs. Gerber based the 483 number on 23 general ed classroom sections with 21 students in each section – and includes the 5 portables; it is important to note that the capability exists for higher capacity. The ed spec is the goal, but if we had to, classrooms would be used for general ed before being broken into work spaces. Mrs. Vitale, Mr. Peterson and Ms. Pytko expressed support for the amendment.

Mrs. Vitale added that the 3 classrooms in portables could be moved into the bricks and mortar space, if space was used differently. Mrs. Maxon-Kennelly and Mr. Peterson agreed; the Board can advocate with other Town bodies to communicate the deficiencies. Ms. Leeper also supports the motion, changing the definition of capacity would be misleading to other Town bodies.

Public Comment:

*Molli Hourihan*, Warner Hill Road: Using capacity of 273 prioritizes the needs of all students.

*Kelly Jacobsen*, Acorn Lane: Air quality concerns at Mill Hill.

Mrs. Gerber said changing capacity numbers at this stage would potentially cause confusion, but this amendment will not change the plan moving forward; the intention is to move the project forward as quickly as possible. Mr. Dwyer and Mrs. Vitale support the amendment, but said both ways of looking at it have value.

**Motion Passed: 8-0**

Public comment:

*Kelly Jacobsen*, Fairfield Resident: Supports Mill Hill Renovation.

*Janine Aliainello*, Mill Hill Drive: Mill Hill is surrounded by wetlands and might not be the best spot for a 504.

Several Board members made it clear that the discussion of whether Mill Hill should be a 504 will continue, even after the approval of the ed-specs. Mrs. Gerber asked for a breakdown of a 504 vs. other numbers – how much does a general education classroom cost? Mr. Peterson wanted to make it clear that portables are suboptimal, but are not unsafe.

**Main motion, as amended, passed: 8-0**

*Approval of Amendment to Policy 9000: By Laws of the Board, Article II, Section 4, Committees*

Ms. Leeper moved, Mrs. Gerber seconded that the Board of Education approve the By-Law Amendment to By-Laws of the Board, Article II, Section 4, Committees, as enclosed.

Mr. Dwyer confirmed with Ms. Leeper that the committee's purpose is not to preview the budget on behalf of the Board. He expressed some concern over this being a management-type committee; the BoE is more centered on policy. Should be mindful that it will take 6 votes to eliminate this committee and will affect future BOE's. Ms. Leeper said the intent is not to be a management committee, rather to be a forum for ideas - such as pay to play.

Mrs. Gerber felt this committee could respond to what has been termed 'structural change' and supports the motion. Ms. Vitale felt the committee could assist with budget questions earlier in the process and supports the motion. Board members discussed language that could be added or altered to ensure that Board members cannot ask for information that would be too time consuming for staff, and also discussed the process by which the committee will take direction.

Mrs. Maxon-Kennelly made a friendly amendment to add the following to the end of B. 2. To read (new language in bold) "To provide a forum for the Superintendent, Superintendent's staff and the committee to explore, research and vet new finance and budget related ideas prior to presenting to the full board, **in accordance with board policy and bylaws.**" The friendly amendment was approved by unanimous consent.

**The original motion, as amended passed: 7-1**

Favor: Ms. Pytko, Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mrs. Jacobsen, Mrs. Maxon-Kennelly, Mr. Peterson

Oppose: Mr. Dwyer

**New Business**

*Approval of the Collective Bargaining Agreement between Fairfield Custodians-Maintenance, The United Public Service Employees Union, Local 1779 and Fairfield Public Schools for the period July 1, 2016 through June 30, 2019.*

Mrs. Jacobsen moved, Mrs. Maxon-Kennelly seconded "that the Board of Education approve the Collective Bargaining Agreement between Fairfield Custodians-Maintenance, The United Public Service Employees Union, Local 1779 and Fairfield Public Schools for the period July 1, 2016 through June 30, 2019."

**Motion Passed: 8-0**

*Approval of the TMS Roof Replacement Project 051-0145 RR*

Mrs. Gerber moved, Ms. Leeper seconded "that the Board of Education accept the TMS Roof Replacement Project 051-0145 RR as complete."

Mr. Cullen said this was a very successful project. The actual numbers came in under budget with a 25.71% reimbursement rate. The Town only bonds what is approved and spent.

**Motion Passed: 8-0**

*First Reading of Policies:*

*1311.1: Community Relations, Political Activities of School Employees*

*1311.2: Community Relations, Political Activities in the Schools/On School Board Property*

Mrs. Maxon-Kennelly said the impetus to these paired policies was the lack of any policy on this issue – these are brand new policies. The language is purposefully vague to allow administrators to implement the policy intent. Policies have been reviewed by administrators, the RTC and DTC Chairs, as well as the FEA President, Bob Smoler.

Dr. Jones said she could see how the policy for staff could be an operational procedure, but she would like a policy on political activities on school property. A big school event last year led to many questions from the community on what is permissible. Guidance is needed because according to law, the district is unable to stop all political activities. Mr. Dwyer added that he is comfortable with both policies.

Mrs. Maxon-Kennelly said the policies address group events and civic engagement through school groups. The Policy Committee will make a decision on moving these items forward. The public comment was very valuable. Would appreciate any input on language changes.

*Policy 5144.1: Students, Use of Physical Force*

Mrs. Maxon-Kennelly said new language is from state statute. It restricts training on who needs required training and prevention training.

*Discussion of Facility Planning Considerations*

Mr. Dwyer will get a series of special meeting dates to discuss this item; it is too difficult to discuss at the end of this meeting.

*Waterfall Chart*

The BOE adopted Facilities Plans in 2010 and again in 2015. The Facilities Plan is generally updated prior to the BOF Capital Planning Workshop each year. The idea is to remain under 10% principal and interest payments, as the Town requires.

Mr. Cullen said the waterfall chart is a living document with projects in priority order. It is constantly being revised due to project size/cost and whether Town bodies have issued approval. Estimates act as placeholders until improved numbers become available. Ms. Vitale questioned the \$25M assigned to Mill Hill. Priorities on this list have not changed since the Board last discussed it.

*Facilities Considerations*

Dr. Jones said the November 27, 2017 memo regarding the Ad hoc Committee was an effort to create an order to the ideas garnered from the community. The 'ideas' list was driven by the need for structural change and cost reduction; the Board may choose to bring closure to some of the items. She reviewed items on the list and pointed out that she does not favor consolidation to 1 high school. From an educational standpoint, educational quality would suffer.

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Board discussion continued on the November 27 Memo. Several Board members were in favor of removing items from the list altogether, including consolidating to one high school. Other Board members asked about adding items to the list, such as moving ECC and adding magnet schools. Mr. Dwyer said this item will be on the next agenda for possible action.

At 10:55PM, Mrs. Gerber moved, Mrs. Jacobsen seconded to suspend the rules and extend the meeting to 11:30PM.

**Motion Passed: 6-2**

Favor: Ms. Pytko, Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mrs. Jacobsen, Mrs. Maxon-Kennelly

Oppose: Mr. Dwyer, Mr. Peterson

**Approval of Minutes**

*Approval of the Minutes of the January 16, 2018 Special Meeting*

Mrs. Gerber moved, Ms. Pytko seconded "that the Board of Education approve the Minutes of the Special Meeting of January 16, 2018."

**Motion Passed: 8-0**

**Superintendent Report**

Dr. Jones reported that she would like to release "reserved" maintenance items by March 1 to allow time for the bidding process, if needed. To the Board, it will appear as a budget transfer at the end of the year. This is due to the new category that was created for the reserve status. A prioritized breakdown will be provided. Mr. Cullen added that the value of the projects adds up to \$436K, but may increase to approximately \$700K if additional painting and paving monies are released.

**Community/Liaison Reports**

Mrs. Vitale reported for PTAC: FAY is scheduled for some exciting programming, Tools for Schools training for parents will be provided and nominations are still being accepted for Administrator Awards.

Mrs. Leeper reported that the RTM voted to accept teacher contract.

Mr. Peterson reported that the BOF approved all items before it.

**Open Board Comment**

Mr. Dwyer reminded the Board of the Town Hall Meeting on 2/28 with Mr. Tetreau as moderator. Also, the Mill Hill resolutions will be on the February 21 BOS meeting.

Ms. Pytko said she volunteered to be a judge for Odyssey of the Mind.

**Adjournment**

Mrs. Gerber moved, Ms. Pytko seconded that this Regular Meeting of the Board of Education adjourn.

**Motion Passed: 8-0**

Meeting adjourned at 11:28PM.

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