

BOARD OF EDUCATION

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

MICHAEL J. TESTANI
Superintendent of Schools

MEMBERS OF THE BOARD

JOHN R. WELDON
Chairman

BOBBI BROWN
Vice-Chairman

JOSEPH J. LOMBARD
Secretary



"Changing Futures and Achieving Excellence Together"

SYBIL ALLEN

ALBERT BENEJAN

SOSIMO J. FABIAN

JESSICA MARTINEZ

JOSEPH SOKOLOVIC

CHRIS TAYLOR

Bridgeport, Connecticut

June 15, 2021

Board Members:

A Regular Meeting of the Board of Education will be held on Monday, June 21, 2021, at 6:30 p.m. via a Microsoft Teams Live Broadcast event. Public viewing access to the meeting will be made available through <https://www.bridgeportedu.net/stream>.

Joseph J. Lombard
Board of Education Secretary

**BRIDGEPORT BOARD OF EDUCATION
AGENDA OF REGULAR PUBLIC MEETING**

**Monday, June 21, 2021 – 6:30 P.M.
Microsoft Teams Live Broadcast Event
Bridgeport, CT**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment (Agenda Items Only)**
- 5. Approval of Board Minutes**
 - a) June 7, 2021 Regular
- 6. Chairman's Report**
- 7. Committee Reports/Referrals**
 - a) Ad-Hoc Districtwide Branding Initiative
 - b) Contracts Committee
 - c) Educational Diversity, Equity and Inclusion
 - d) Facilities
 - e) Finance
 - f) Governance
 - g) Personnel
 - h) Students and Families
 - i) Teaching and Learning
- 8. Superintendent's Report**
- 9. Old Business**
 - a) Second Read and Discussion and Possible Action to Establish Policy for Remote Participation in In-Person Board and Committee Meetings
- 10. New Business**
 - a) Discussion of Possible Approval of Municipal Energy Opportunities Project at the Thomas Carroll Nutrition Center with the United Illuminating Co.
 - b) First Read and Discussion of Revised District Magnet Policy
- 11. Adjourn**

Monday, June 7, 2021

MINUTES OF THE REGULAR MEETING OF THE BRIDGEPORT BOARD OF EDUCATION, held June 7, 2021, by video conference call, Bridgeport, Connecticut.

The meeting was called to order at 6:32 p.m. Present were members Chair John Weldon, Vice Chair Bobbi Brown, Secretary Joseph Lombard, Albert Benejan, Sybil Allen, and Joseph Sokolovic.

Superintendent Michael J. Testani was present.

PUBLIC COMMENT:

JoAnn Kennedy said she wondered why the board meetings were not being held in public. She noted students have been back in school for a while. She said it was not fair that the public's right to speak to the board has been taken away and speakers can only address agenda items. She urged the board get input from parents and the community at meetings.

Mr. Weldon said the plan is to return to in-person meetings on July 1 when a new system is installed at the Aquaculture School that can broadcast on YouTube. The superintendent said if there was a delay from the July 1 date it would only be because of a delay in obtaining the necessary technology equipment.

CHAIR REPORT:

Mr. Weldon said the BEA, the teachers' union, extended an invitation to the board to attend their retirement event for 2020-21. He said he was fortunate to attend, along with

other board members, and it was a really nice event. He congratulated all those who retired.

Mr. Benejan congratulated the Math Meet winners at John Winthrop School. He said the staff did an excellent job. He reported Blackham School came in second place.

COMMITTEE REPORTS:

Ms. Brown said the next meeting of the Ad Hoc Districtwide Branding Initiative Committee would be scheduled after further discussion.

Mr. Weldon said the Contracts Committee will meet on June 10th to discuss a project on energy savings.

Mr. Weldon said the Facilities Committee has not met in the interim.

Mr. Sokolovic said the next Finance Committee meeting will be put off until about June 23rd.

Mr. Weldon said the Governance Committee met earlier this evening and two items were pushed forward to the full board. One item on remote participation by board members will be considered this evening. Revision of the magnet policies was also discussed and will be on the board agenda in two weeks.

Mr. Benejan said Students & Families Committee met and received information from Mr. Planas. Also discussed were the disappointing expenditures by PACs and PTSOs. He said the money is supposed to be for the parents.

Mr. Sokolovic said the Teaching & Learning Committee met. He said he would forego the report because two items are coming up on the agenda.

Mr. Weldon said he wanted to remind committee chairs that are there time frames to get items to the superintendent's office for agendas. He said there have been a couple of instances where they have been submitted the day before a meeting. He said the time frame is technically four business days. He said the superintendent's staff is really busy and this policy is intended to be fair to them.

Mr. Benejan said he was responsible for that on one occasion. He said he would always defer a meeting if the notice was too short for the staff.

Mr. Benejan said he would like to refer a security update to the Facilities Committee.

APPROVAL OF BOARD MINUTES:

Mr. Benejan moved approval of the minutes of the Regular Meeting of May 24, 2021. The motion was seconded by Ms. Allen and approved by a 5-0 vote. Voting in favor were members Weldon, Brown, Sokolovic, Allen, and Benejan. Mr. Lombard abstained.

SUPERINTENDENT'S REPORT:

Supt. Testani said he echoed Mr. Benejan's congratulations to the Math Meet winners. The top schools were Winthrop, Blackham, and Hooker. He said he would be bringing lunch over to the teams at Winthrop and Blackham.

The superintendent said he echoed Mr. Weldon's comments on BEA retirements, who were an amazing group of folks. He said some of the retirees had over 40 years of service to the district. He said it was unfortunate that some teachers had to end their careers with the challenges of Covid.

Supt. Testani said June 16th is the high school graduation day at the Amphitheater. All the high schools have held their proms recently.

The superintendent thanked the We Love You International Foundation and People's Bank for their collaboration which resulted in the donation of 36 iPads to the district.

Supt. Testani said he visited Columbus School on Saturday to recognize teacher, Chrissie McCabe, a kindergarten teacher, for her SEL work. He said what he saw was earth-shattering. Her entire class and their families were there and engaged in a serenity circle, with yoga activities, and singing. He said to see the kindergarten students in tune with mindfulness and social-emotional wellbeing was mind-blowing. He said if he had a vote he would vote for Ms. McCabe as the teacher of the year in America.

The superintendent asked Ms. McCabe to speak to the board. Ms. McCabe said she grew up with ADHD and with two parents pushing her to pursue her dreams. She said she believed this made her super-creative, which helps in teaching kindergarten and yoga. She said her anxiety was high during the Covid period and she introduced the children to yoga. She said even middle school students want to participate in her yoga classes. She said she soaked up the training she was given in the district on restorative practices and RULER. She describe a former student who graduated

from law school, who made a donation to fund some of her activities.

Supt. Testani said the district was helping to collect items for public school families that were affected by a fire on Olive Street. He said he distributed information on items the families need.

In response to a question, the superintendent said Lighthouse would be in 19 to 22 schools this summer. He said the district is also presenting a summer program for early reading success for K to 3 students. At last report over 900 students were intending to attend.

In response to a question about Lighthouse payments to the district, Supt. Testani said there are no payments to the district. The security officers work their regular school day during Lighthouse and are paid by the district.

In response to a question, the superintendent said all devices distributed to students have to be returned prior to the last day of school. Any 12th graders who do not return their devices will not participate in graduation ceremonies.

NEW BUSINESS:

The next agenda item was on Effective School Solutions(ESS). Supt. Testani said this item was presented to the Teaching & Learning Committee. He said prior to the pandemic a colleague told him of the impact of ESS on their students and their contribution to helping keep students in district. He said observed the program in action with Mr. Young and Mr. Arnold in another district.

The superintendent said it is proposed to create a program for six schools: Claytor, Curiale, Bassick, Dunbar, Marin, and Harding. He said the team from Effective School Solutions was present.

Duncan Young, CEO of Effective School Solutions, said there has been an increasing amount of students presenting in the district and throughout the country with severe emotional and behavioral challenges, which leads to a strain on existing clinical resources and a steady increase in out-of-district placements.

Mr. Young said a lot of research is coming out that as students return to a more normalized school environment educators and school systems are going to be faced with students who have been presented with increasing trauma. He said the focus is on returning students from out of district if they can be responsibly served within Bridgeport. There is also a need to increase professional development to educators on mental warning signs, to deal with trauma and deescalate challenging behaviors.

Mike Roseman, vice president of district partnerships at ESS, said there was a growing mental health epidemic among K-12 students before the pandemic. He said one in five students pre-Covid had a diagnosed mental illness. He said a clinical survey of professionals resulted in findings of increased academic stress, family and economic stressors, greater social isolation, and anxiety about Covid-19 itself.

Mr. Young said ESS was founded in 2009 and is uniquely qualified to return students from out of district because it began as an out-of-district placement in New Jersey. The main mission is to provide therapeutic care that a student would get in a private, therapeutic day school, but adapted to

be integrated into the public school setting and the school day.

Mr. Young said the goal includes maintaining students in the least restrictive environment and hopefully achieving a reduction of out-of-district placements. Improvement in grades, discipline and attendance was demonstrated in data from district partners last year. ESS serves almost 2,000 students every day in over 79 districts across 9 states.

Mr. Young said the model is a multi-tiered system of support framework for mental health support. Support is aimed at the Tier III and Tier I levels. Tier III is a higher level of care that does not exist in many school buildings or districts. This is highly structured and typically supports a student for an entire year.

Mr. Young said Tier I includes universal support. He said the best support that can be put in a place is a well-trained, knowledgeable staff that understands the warning signs of mental-health challenges. He said there would be indirect support at the Tier II level, which is where most districts have existing resources, including psychologists and social workers.

Mr. Roseman said the proposed three-year plan with the district includes a focus on six schools in the first year, with an emphasis on out-of-district placement prevention. Students will be identified who can conscientiously be returned to the district and be educated in the Bridgeport Public Schools. There will also be districtwide professional development and targeted coaching in the six schools.

Mr. Roseman said in year two there is an acceleration on students returning to district is the focus. The footprint of

clinical work in the district will be expanded, attempting to fund the program through the return of students from out of district.

Mr. Roseman said the goal in the third year is to fully fund the program through the return of students from out of district and potentially creating a budget surplus.

Mr. Roseman said the nice thing about a Tier III program is a sustainability mechanism is already built in. He noted out-of-district placements can often cost as much as \$100,000 per student per year.

Mr. Roseman said funding is also possible through stimulus, IDEA, Title I, and Medicaid reimbursement.

Lisa Ciappi, executive clinical director of ESS, said the therapeutic components include Tier III daily group therapy, weekly individual therapy, staff availability one evening a week to support families, and biweekly family therapy sessions. She said a regional director will be overseeing the program on a daily basis, along with a quality management department. She added that if there is a shutdown at any point ESS can pivot quickly to a virtual model. She recited positive data about ESS students in terms of grades, absences, and discipline.

Lane Whitaker, director of professional learning for ESS, said the Tier I learning plan will include quarterly mental health workshops for all staff in the six buildings. A select group of teachers will receive a monthly supplemental education and a monthly newsletter, along with an hour of coaching. Additionally, there is mental health virtual learning for parents.

In response to a question, Supt. Testani said up to 60 students will be served at Dunbar, Marin, and Harding; and up to 30 students at Curiale, Claytor and Bassick. The annual cost over the three-year contract is \$1.45 million.

The superintendent said he wanted to stress it was a true partnership and ESS will be presenting updates regularly to the board. He said this was echoed at the superintendent and board level in other Connecticut districts. He added that the professional development component is important because it has been identified as a big need in the district.

In response to a question, Supt. Testani said the seed money is coming from ESSER funds, with the idea that it will be self-sustaining over time.

In response to a question, Mr. Young said the four challenges he mentioned being seen were from a survey of 250 or so ESS clinical staff members over the last year.

In response to a question about diversity, Mr. Young said he would love to interface with the Educational Diversity Committee and how ESS's work can reinforce that.

Supt. Testani said ESS's collection of data is a huge part of what they do to support the work. He said he was most impressed with the data that is generated.

Mr. Young said he would share data with the superintendent and the board at predetermined intervals. He said the proposal includes a ten-person clinical team who will work in the district every day.

Mr. Sokolovic said it was important to measure the data, and he would like to see before and after data compiled. He said

if we can demonstrate the effectiveness of these programs in the six schools we can make a very good case for more money and investment in our children's future.

Mr. Young said the vast majority of staff are licensed clinical social workers, licensed professional counselors, and licensed marriage and family therapists. He said ESS is really focused on people with three or more years post-master's degree and who have worked with this student population in a Tier III setting.

In response to a question, Supt, Testani said there are other organizations that provide some sort of similar services. He said ESS was brought to his attention by a colleague in another district; the program was observed, and feedback was gathered, along with meetings with ESS. He said the reputation of ESS in Connecticut and in nine states is impressive.

Mr. Young said he was not aware of an organization in Connecticut that is delivering Tier III services. He said ESS was operating at the highest level of care within the school setting.

Mr. Weldon said since there is rigid federal oversight there may need to be something for the file for the rationale to select the organization. The superintendent said this type of work aligns perfectly with the guidelines of the federal government when it comes to SEL and other dollars to vulnerable populations.

Mr. Lombard moved "*to approve the agreement as presented by staff with Effective School Solutions.*" The motion was seconded by Ms. Allen and unanimously approved.

The next agenda item was on Read to Grow.

Dr. Melissa Jenkins, executive director of early childhood and literacy, said Read to Grow seeks to partner with the district to provide home visiting and work with families with children from birth to 5 at four school sites. The schools for 2021-22 are Bryant and Marin, and in 2022-23 there will be expansion to Dunbar and Claytor..

Suzannah Holsenbeck of Read to Grow described her program to distribute books to every baby born in 15 hospitals to Connecticut. She said there are currently four coordinators working in New Haven schools with the Early Steps to School Success program. The program is used in eight other states. The focus is on children ages birth to 3 and then preschoolers, 3 to 5. Goals include supporting children to be kindergarten-ready and to strengthen the home-to-school connection.

Ms. Holsenbeck said there are home visits to families with children from prenatal to three. Visits occur at least twice a month and include distribution of books and other materials, and play groups for children. Families are also connected to community resources.

Ms. Holsenbeck said the preschool-age program works with teachers with literacy activities, read alouds, and book distribution.

Ms. Holsenbeck described questionnaires distributed to parents to monitor progress, as well as assessments that are used. She indicated a national study demonstrated the success of the program, as well as firsthand accounts from parents.

Ms. Holsenbeck said the program is privately funded from donors and foundations. Space for coordinators in the schools is requested and the expectation is that they will work with teachers. Coordinators do not teach classes, are not subs, and are never responsible for a child without a parent or a teacher present.

Mr. Lombard moved “*to enter into the partnership with Read to Grow.*” The motion was seconded by Ms. Brown and unanimously approved.

The next agenda item was on the Parent Square school messaging platform.

Supt. Testani said there were discussions about this at the Branding Committee. He said the communications covered are not just at the district and school level, but down to the teacher level with students and families. He said a lot of unauthorized communications tools were being used by teachers to communicate with families. He noted School Messenger, the current platform, alienated some parents with excessive messages.

The superintendent said other options were looked at, but Parent Square seemed to be the one that fit all our needs. He said it gives the ability of teachers to communicate with individual parents or the entire class or subsets. Another great feature is the ability to scan messages to determine the amount of active parent e-mails and phone numbers that are working properly. Parents can choose the type of messages they would like to receive, along the translations into many languages.

Supt. Testani said it will be extremely beneficial to younger families because this is the way people communicate in today's day and age.

Jeff Postolowski, director of ITS, said most districts in the state and in the country are making this type of shift, particularly the feature that makes sure the messages actually get to parents.

P.J. Karaffa of the data management department said it also includes secure document delivery with report cards and progress reports. He said School Messenger, which only could handle a few languages, only allowed a few licenses per school for administrators only. He described Parent Square as a model platform.

The superintendent said the first line of communication on attendance issues will be much more seamless with Parent Square. Currently, teachers have to make phone calls on their breaks.

Mr. Benejan said sometimes parents have to be more responsible to check what's going on with their children in school.

In response to a question, Mr. Postolowski said the ability of parent leaders to notify parents of meetings is built into Parent Square.

Supt. Testani said Parent Square works in conjunction with Power School. The plan is to roll it out in the fall at six of the largest schools, and after the transition is worked out, another six schools will be added, with full implementation right after January 1, 2022.

Mr. Postolowski said the cost is about \$86,000, about \$30,000 more than School Messenger, but documents provided to the board show how much more the district is getting for the money.

In response to a question, Mr. Postolowski described the other products that were looked at. He said Parent Square's advantage is that it integrates with our suite of services.

Mr. Sokolovic suggested the platform be used for parent leadership elections to increase involvement. Supt. Testani said the platform can produce reports to track information by teacher, by grade level and school to see who is communicating with families.

In response to a question, Mr. Postolowski said the purchase will be through a contract to purchase software, which is the best way to obtain favorable pricing. A five-year option was chosen. The superintendent said the district had been with School Messenger for ten years.

In response to a question, the superintendent said parents can initiate communication to teachers through the platform. Mr. Lombard suggested looking at parameters for expectations to responding to parent communications.

In response to a question, Supt. Testani said the program translates into 56 languages.

In response to a question, the superintendent said this is a unique service to fit the needs of the district, and is not just through a bidding process because a low bid may not fit all of our needs. Mr. Weldon said the mechanism where there is a list of providers is called a pool that have gone through the procurement process to be placed on the list.

Mr. Postolowski said because the district has a specific set of systems in place what is chosen has to fit within our infrastructure. Supt. Testani said when Power School was chosen it was selected based on what it could offer, not the cost. Mr. Sokolovic said he wanted to make sure that it's dissimilar to one thing that happened in the not-so-distant past.

Mr. Weldon said this is called pool contracting where the state has gone through the process on our behalf, which districts have the ability to pull from. Supt. Testani said acronym for the pool COTSS is the Commercial Off-the-Shelf Software.

In response to a question, Mr. Postolowski said the product has survey capability built into it. Supt. Testani said feedback will be solicited through the first six months at the first schools.

Mr. Benejan moved "*to enter into the agreement tithe Parent Square school messaging platform.*" The motion was seconded by Ms. Allen and unanimously approved.

The next agenda item was on establishing policy for remote participation by members in in-person board and committee meetings.

Mr. Weldon said a short document was distributed to board members. He said there was discussion about the ability of board members to participate remotely in in-person meetings. He said discussion indicated a limit of six times per year. Committee or board chairs participating remotely would have to delegate the chairmanship to a person in the room.

Mr. Weldon noted in the past the board occasionally had difficulty obtaining an in-person quorum.

The superintendent suggested exempting summer meetings due to travel plans.

Mr. Weldon said a year in the policy should be defined as the school year, with summer meetings exempted from the limit of remote participation events.

Mr. Sokolovic suggested following calendar years because that is how the board members are elected. He noted special meetings often happen with 24 or 48 hours' notice, for which remote participation is more understandable than regular meetings.

Mr. Weldon suggested defining a year as December 1 to November 30 and clarifying the six-meeting limit is for regular meetings only, and special meetings are exempted. The limitation for committee meetings would be participating remotely three times.

Mr. Weldon said he would assume the superintendent's office would keep the log of attendance. Supt. Testani said that could be done. Mr. Weldon said board members who exceed the limits could be denied the Teams invite for the subsequent meetings in question.

Supt. Testani said this would be much more manageable due to the new A/V system at Aquaculture School.

Mr. Sokolovic suggested this be considered a first read. Mr. Weldon said he would update the changes for the second read at the next meeting.

Ms. Brown moved to adjourn the meeting. The motion was seconded by Mr. Benejan and unanimously approved.

The meeting was adjourned at 8:36 p.m.

Respectfully submitted,

John McLeod

DRAFT

POLICY 9171

REMOTE BOARD MEMBER PARTICIPATION IN IN-PERSON BOARD AND COMMITTEE MEETINGS

Except as otherwise required by emergency circumstances or Executive Order, all Board and Committee meetings shall be chaired in-person at the designated physical location of the meeting.

Any Board Member may participate remotely at any in-person Regular Board Meeting at a maximum of up to six (6) times per year, with a "year" being defined as December 1 – November 30.

Any Board Member may participate remotely at any in-person Special Board Meeting without limitation.

Any Committee Member may participate remotely at any in-person Board Meeting at a maximum of up to three (3) times per year, a "year" being defined as December 1 – November 30.

The Chairman of the Board (or chair of a committee) may participate remotely in an in-person meeting but, when doing so, may not function as the Chair for the in-person meeting he/she is participating in remotely. For the Chairman of the Board (or chair of a committee) to participate remotely, he/she must designate another member who will be physically present in the meeting room to act as the chair of the meeting.

At all times, when a Board Member participates remotely in a Board or Committee meeting, it shall be done in a manner that does not serve as a distraction from the overall meeting.

Any Board or Committee Member attempting to exceed the above referenced remote participation limitations will not be granted remote access as a meeting participant and will, instead, be considered absent for attendance and quorum-setting purposes.

Company	First Meeting	Proposal Received	Total Project Cost	Utility Incentive %	Cost to FNS %
Artisenergy, 362 Industrial Park Rd., Suite 7, Middletown, CT 06457	2/10/2021	4/13/2021	\$ 271,254	\$ 217,003 80%	\$ 54,251 20%
Efficient Lighting Consultants, 31 Pecks Lane, Unit 2, Newtown, CT 06470	5/11/2021	5/18/2021	\$ 101,019	\$ 80,816 80%	\$ 20,204 20%
Energy Solutions, 100 Beard Sawmill Road, Suite 620, Shelton, CT 06484	5/13/2021	5/20/2021 5/26/2021 6/1/2021	\$ 200,812	\$ 160,650 80%	\$ 40,162 20%

Monthly Payment	Loan Term (Months)	Interest Rate%	Estimated Annual Energy Savings kWh	Estimated Annual Energy Savings	Lighting	New/Retrofit
\$ 2,260	24	0%	344,768	\$ 52,190	Change to LED	Premium Retrofit
\$ 842	24	0%	87,303	\$ 22,102	Change to RAB LED Fixtures	New
\$ 1,673	24	0%	283,808	\$ 39,733	LED Lighting & Advanced Control Strategies & Technology.	New and Retrofit

Scope of Work

Refrigerators/Freezers	Kitchen Exhaust Hoods	Disposal of Hazardous and Non Hazardous Waste	Door Heater Controls	Workmanship:
Walk-in Refrigerator /Freezer replace evaporator motors with ECM motors	replace motors with VFD motors	Yes	Yes	Not Stated
ecoAZUR Processor Panel with BACnet & Cloud	ecoAZUR Processor Panel with BACnet & Cloud	Yes	No	Efficient Lighting Consultants one year labor
Increased efficiency through Motor replacement w/ ECM's & Advanced Control Technology.	Increased efficiency through Motor replacement w/ VFD's & Advanced Control Technology	Yes-Mandatory	No	Johnson Controls VFD hoods 3 yrs.

Warranties

LED:	Ballasts:	Non-Lighting:	Program Ends
MaxLite -10 year-year Lithonia - 5-year limited warranty.	Not Stated	Not Stated	30-Jun
Manufacturer's materials warranty for five years	Manufacturer's materials warranty for five years	All non-lighting comprehensive work warrantied by sub-	30-Jun
Manufacturer's materials warranty for five years - two years labor	Manufacturer's materials warranty for five years - two years labor	Refrigeration Manufacturer's warranty for two years labor & materials	30-Jun



100 Beard Saw Mill Road, Suite 620, Shelton, CT 06484

www.energysolutionsct.com

P: 203-922-8200

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June 7, 2021

John Gerrity
City of Bridgeport
113 Federal Street
Bridgeport, CT 06606

Dear John:

This is a quick note to clarify the differences in the estimated kWh savings and cost from our original letter, as to the LOA provided today by the United Illuminating Company.

The additional cost to the T.C. Nutrition Center comes from the additional freezer room that was not included in the original quote. We spoke about that in a subsequent telephone call and determined that we wanted to fix the existing issue with the 1st freezer already having replaced the original lighting with inadequate LED lighting. And we agreed that all the freezer lighting should match and be brighter than it is now. That addition not only caused the project costs to go up, but also caused the savings to decrease.

In addition, the spreadsheet we used to estimate the savings is different than the one that UI uses; our spreadsheet estimates what we believe to be the real savings, whereas UI's caps the savings, so as to be careful in estimating a conservative amount. Differences often occur depending on the specific circumstances when designing different technologies in different buildings, with different products. Having a basis of agreed upon savings, from UI, that we can all agree on, is another one of the helpful benefits of this generous program.

All in all, this projects bottom line is a project with much expected savings, incentives, and a positive cash flow, that the City of Bridgeport can count on from the first fixture installed to the many years of energy and maintenance savings created through our design.

We look forward in helping your Center run more efficiently and by providing all new lighting that will help your workers happier and more productive.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Auer".

Robert Auer
President
Energy Solutions, LLC

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

T.c. Nutrition Center ("Customer"), pertaining to the building to be retrofitted at

FEDERAL ST 113 GA ; BRIDGEPORT, CT (the "Facility"), **MEO Project # SfVS**, by

ENERGY SOLUTIONS, 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.



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 with 60 Business Days of the approval date. These situations will be subject to UI review on an individual basis;
 - iv. the Customer fails to complete the installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



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- 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 to all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



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- 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.



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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 determined 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



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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



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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



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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 dated 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.



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- k. All requirements, terms, conditions and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement, including but not limited to any and all reimbursement obligations of Customer hereunder.
- l. The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the parties. No party or any of its officers, members, or employees, will be deemed to be the agent, employee or representative of another party.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

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

CUSTOMER:

By: _____
(print)
Name: _____
(sign)

Title: _____ Date: _____

THE UNITED ILLUMINATING COMPANY:

By: Gary Pattavina
Title: Energy Engineer Date: 06/02/2021

By: Hammad Chaudhry
Title: Senior Manager, C&LM Date: 06/04/21



Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

AGREEMENT REGARDING T.c. Nutrition Center MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding T.c. Nutrition Center Municipal Energy Opportunities Standard Agreement Project #SfVS ("Agreement") is entered into this 02 day of June, 2021 ("Effective Date") by and among The United Illuminating Company ("UI"), and ENERGY SOLUTIONS, LLC.

WITNESSETH:

WHEREAS, the T.c. Nutrition Center ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 06/02/2021 ("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 FEDERAL ST 113 GA ; BRIDGEPORT, CT (the "Facility" as defined in the MEO Agreement) to be performed by ENERGY SOLUTIONS, 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 \$ 200,812.00 ("Total Project Cost"), (ii) an incentive of \$ 160,650.00 ("Incentive") and (iii) a balance of \$ 40,162.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 1,673.42 on Customer's UI electric service bills for a period of Twenty Four (24) 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.



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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 **Twenty Four (24)** and in monthly payment amounts of \$ **1,673.42** .

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 SOLUTIONS, LLC

By: _____
(print)
Name: _____ Title: _____ Date: _____
(sign)

THE UNITED ILLUMINATING COMPANY:

By: **Gary Pattavina**

Title: **Energy Engineer** Date: **06/02/2021**



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 **T.c. Nutrition Center** (the "Customer"), pertaining to the building to be retrofitted at **FEDERAL ST 113 GA ; BRIDGEPORT, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **SfVS**.

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

I-877-WISE USE

Financial Agreement Addendum

\$200,812.00 Total Cost	\$160,650.00 Incentive	\$.00 Co-Pay	\$ 40,162.00 Balance	\$ 1,673.42 Monthly Pymt.	24 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.

00-059170

Federal Tax ID or Social Security #, Customer

100001050196

Contract Account #, Customer

T.c. Nutrition Center

Account Name, Customer

John Gerrity

Contact, Customer

113 FEDERAL ST GA ; BRIDGEPORT, CT 06606

Service Address, Customer

55-0812596

Federal Tax ID or Social Security #, Contractor

ENERGY SOLUTIONS, LLC

Name, Contractor

Robert Auer

Contact, Contractor

Signature, Contractor

100 BEARD SAWMILL ROAD, SUITE 620 ; SHELTON,

CT 06484

Address, Contractor

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By *Hammad Chaudhry*

UI Administration

Hammad Chaudhry
Senior Manager, C&LM

(Date)

06/04/21

(Date)



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

Reference is made to that certain Municipal Energy Opportunities Standard Agreement entered into by and between The United Illuminating Company (“UI”) and the **T.c. Nutrition Center** (“Customer”) as of “Effective Date” of the Municipal Energy Opportunities Standard Agreement project# **SfVS**. 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.

T.c. Nutrition Center

By: _____

Its: _____
Authorized Representative



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

Connecticut Energy Efficiency Fund Program
Energy Efficiency Services

This Agreement as dated below (the "Effective Date") is entered into between The Southern Connecticut Gas Company (hereinafter SCG) and

T.C. Nutrition Center

("Customer") pertaining to the building to be constructed or reconstructed or equipment installed at

FEDERAL ST 113 GA ; BRIDGEPORT, CT

(the "Facility"), **EO Project # SfVS**, and analyzed or installed by

("Designer / Vendor").

To encourage natural gas energy efficiency, in accordance with Connecticut's 2007 Joint Natural Gas Conservation Plan approved by the Public Utility Regulatory Authority (PURA) formerly the Department of Public Utility Control in Docket No. 06-10-03, SCG is pleased to offer **T.C. Nutrition Center** (hereinafter, the "Customer") the Energy Efficiency Services from the Connecticut Energy Efficiency Fund (CEEF) in connection with the Customer's facility located at **FEDERAL ST 113 GA ; BRIDGEPORT, CT**. Please return this signed Agreement within **thirty (30) business days**. Your participation in this program is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, as well as the attached Schedule A (described below) are part of this Letter of Agreement. In the event of a conflict between this Letter of Agreement and the Energy Efficiency Services Standard Terms and Conditions, this Letter of Agreement controls.
2. The original Proposal and the requirements in the 'Request for Proposal' are automatically made part of this Agreement.
3. SCG may cancel this Agreement immediately and without notice to the Customer if any of the following conditions exist:
 - (i) The Customer fails to sign this Agreement within thirty (30) business days of SCG's approval date;
 - (ii) The Customer fails to initiate installation or construction of the project within sixty (60) business Days of SCG's approval date;
 - (iii) The Customer has not submitted to SCG a written explanation acceptable to SCG in its sole discretion outlining the reasons why the initiation of the construction process has not begun within sixty (60) business Days of the Approval Date. These situations will be subject to SCG review on an individual basis.
 - (iv) The Customer fails to install replacement equipment within ten (10) months of SCG's Approval Date (as applicable), or if the Customer fails to complete the construction of the Facility within two (2) years of SCG's Approval Date
 - (v) The customer is not engaged in a continual program of construction, reconstruction, retrofitting, or refurbishment ("Construction") of the Facility by the end of two (2) years or ten (10) months (in the case of equipment replacement) from SCG's Commitment Date (as applicable), and has not submitted to SCG a written explanation outlining the reasons why and which explanation is acceptable to SCG in SCG's sole discretion. These situations will be subject to SCG review on an individual basis.
4. All EEMs must be installed by the Participant and accepted by both the Customer and SCG **by** the milestone dates listed above. Failure of Participant to install all EEMs as described and shown in Schedule A by the milestone dates listed above may disqualify Customer from receiving an incentive payment.
5. The Customer shall provide invoices **to** SCG or its agent for all EEMs installed in the energy analysis as approved by the Utility Representative or Quality Assurance ("QA") contractor and/or Schedule A of this Agreement.
6. SCG agrees to pay incentives for all EEMs that comply with the Standard Terms and Conditions and Schedule A. Upon compliance with all terms and conditions of this Agreement, including the attached Energy Efficiency Services Standard Terms and Conditions, payment will be made to **T.C. Nutrition Center** located at **FEDERAL ST 113 GA ; BRIDGEPORT, CT**, following inspection and approval by SCG or its designee.
7. The Customer is not obligated to install any of the EEMs referred to in this Agreement, and, at any time, may decide to forego any incentive payment for which the Customer may be eligible.
8. No payment shall be made for EEMs not listed in the Schedule A, or for EEMs installed before this Agreement was fully executed.
9. The Customer may propose changes to the scope of this Agreement by giving written notice to SCG. No change by the Customer shall be effective without the prior written approval of SCG. This Agreement may not be modified or amended except in writing signed by all parties.
10. This Agreement shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.

Municipal Energy Opportunities Standard Agreement

Connecticut Energy Efficiency Fund Program
Energy Efficiency Services

11. If the Customer agrees to the terms of this Agreement, then **sign the two originals and return one of the Agreements and the Schedule A to:**

Elizabeth Murphy
Supervisor, Conservation and Load Management
The Southern Connecticut Gas Company
60 Marsh Hill Road, MS 3
Orange, CT 06477

This Agreement shall be valid only if signed by all parties. If after receipt of the signed Agreement the Customer, does not sign the Agreement, there is no valid contract between the parties.

Municipal Energy Opportunities Standard Agreement

Connecticut Energy Efficiency Fund Program
Energy Efficiency Services

STANDARD TERMS AND CONDITIONS

BASIC UNDERSTANDINGS

SCG has integrated its energy conservation program with the Connecticut Energy Efficiency Fund's (CEEF) Energy Opportunities which is designed for new construction, major renovation and equipment replacement projects. SCG offers to pay incentives to certain customers for including 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 Incentives and any applicable Bonus Incentives by SCG to a Customer under the Energy Opportunities program. The terms and conditions as outlined in this standard agreement pertain to Municipal projects as well.

Any SCG Commercial, Industrial, Multifamily or Municipal Customer, as defined by SCG's Firm Rate structure; or the State of CT legislature's definition of municipality; are eligible for participation in the Energy Opportunities program.

1. The Customer shall obtain all necessary permits and comply with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, the Customer shall be responsible for any infraction or violation thereof, and any expense or damage resulting there from.
2. The party receiving incentives shall be responsible for any tax liability associated with incentive payments. An Internal Revenue Service ("IRS") Form 1099 shall be issued to all Customers who receive incentive payments of \$600 or more per year, which amount is subject to change based on IRS reporting requirements in effect at the time the incentive payment was made.
3. To be eligible for an incentive payment, the project must be inspected and verified to be installed and operating in accordance with the energy analysis as approved by the QA contractor and/or Schedule A, by SCG or its designee. The Customer shall allow **SCG or its designee** reasonable access to the facility to conduct such inspections and shall supply SCG with copies of any documents necessary for it to verify that the project complies with the all of the Agreement requirements.
4. The Actual Incentive payment to the Customer is based on the measures actually installed by the Customer and the measures shown in Schedule A, whichever cost is less, and may differ from the Estimated Incentive based on SCG's review and approval of final installed costs. SCG will provide the Customer with the Actual Incentive payment based on SCG's review and approval of final installed costs after installation of all measures. SCG shall withhold the Actual Incentive payment until such time as it can verify the Customer's actual cost of the measure and the projected energy savings of the measure. SCG is solely responsible for determining the incentive amount and reserves the right to withhold the incentive payment until it has verified the true actual cost of the measures.
5. Only existing firm customers of SCG, at time of inspection, are eligible to become Customers in any of the conservation programs.
6. SCG does not guarantee that the Customer's actual savings will occur at the level projected in the energy analysis report and/or Schedule A. Factors that are impossible to predict, such as facility expansion, cutbacks, or weather changes, all may impact the Customer's future natural gas use.
7. SCG reserves the right to perform, at its own expense, and within two years of project completion, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Customer shall provide information as necessary to facilitate this evaluation.
8. SCG may cancel this Agreement immediately and without notice to the Customer if any of the following conditions exist:
 - (i) The Customer fails to sign this Agreement within thirty (30) business days of SCG's approval date;
 - (ii) The Customer fails to initiate installation or construction of the project within sixty (60) Business Days of SCG's approval date;
 - (iii) the Customer has not submitted to SCG a written explanation acceptable to SCG 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 SCG review on an individual basis.
 - (iv) The Customer fails to install replacement equipment within ten (10) months of SCG's Approval Date (as applicable), or if the Customer fails to complete the construction of the Facility within two (2) years of SCG's Approval Date
 - (v) The customer is not engaged in a continual program of construction, reconstruction, retrofitting, or refurbishment ("Construction") of the Facility by the end of two (2) years or ten (10) months (in the case of equipment replacement) from SCG's Commitment Date (as applicable), and has not submitted to SCG a written explanation outlining the reasons why and which explanation is acceptable to SCG in SCG's sole discretion. These situations will be subject to SCG review on an individual basis.
9. SCG may, by written notice, terminate the Agreement for convenience, in whole or in part. In this event, SCG shall pay the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total amount in the Letter of Agreement. No allowance will be made for anticipated profits. SCG shall not be liable for any consequential or incidental damages for termination under this Article.

Municipal Energy Opportunities Standard Agreement

Connecticut Energy Efficiency Fund Program Energy Efficiency Services

10. SCG may, by written notice, terminate the Agreement for the Customer's refusal or failure to comply with its provisions, in whole or in part.
11. If the Customer requests in writing additional time to complete the EEMs at least 5 business days prior to the project's estimated completion date as stated in the Agreement, SCG may grant an extension, in accordance with the Energy Efficiency Services Standard Terms and Conditions then in effect.
12. The Customer shall hold harmless SCG, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and reasonable attorneys' fees, arising from the Customer's participation in SCG's Energy Efficiency Services.
13. These Standard Terms and Conditions are binding on the heirs, successors and assigns of the Customer and SCG. The Letter of Agreement shall not be assigned by either party without prior written consent of the other. The Customer agrees to include the Agreement in all leases, sales contracts, and other similar documents relating to the use and ownership of the facilities for which Energy Efficiency Services have been provided by SCG.
14. These Standard Terms and Conditions are applicable only to the facilities described in the Agreement and not to any additions to the Customer's facility that may be serviced by SCG in the future.
15. This Agreement shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
16. The Customer understands that all funding for this program is managed by SCG and funded by SCG's customers. SCG is not responsible for any costs or damages incurred by the Customer if funding for this program is reduced, eliminated, or otherwise disapproved, adjusted, or modified (in whole or in part) by the State of Connecticut or the State of Connecticut Public Utilities Regulatory Authority.

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 SOUTHERN CONNECTICUT GAS COMPANY

By: **Gary Pattavina**
Title: **Energy Engineer**

Date: _____

By: *Hammad Chaudhry*
Title: **Senior Manager, C&LM**

Date: 06/04/21



EO Incentive Application Worksheet - Schedule A

Facility Name: <u>T.C. NUTRITION CENTER</u>	Phone: <u>(203)275-1202/</u>
Service Address: <u>FEDERAL ST 113 GA</u>	Facility Use: _____
City: <u>Bridgeport</u> Zip: <u>06606</u>	Square Footage: <u>19,000</u>
Contact Person: <u>Gerrity, John</u>	EO Rep: <u>Pattavina, Gary</u>
Federal Tax I.D. No: <u>00-059170</u>	EO Project No: <u>SfVS</u>

HVAC	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Ecm-5 Es Kitchen Fan Hood Ctrl's

KITCHEN HOOD CONTROLS	1	\$15,637	-27,548	\$4,132
HVAC total:		\$15,637	-27,548	\$4,132

Bonus	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Deep Covid-19 Bonus

Bonus amount: \$99,525.	1	\$0	0	\$0
Bonus total:		\$0	0	\$0

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Ecm 1 Es - Led Interior

LED RETROFIT	1	\$84,612	-73,443	\$11,016
LED W/OS	1	\$23,325	-6,702	\$1,005

Location: Ecm 1 Es - Exterior Led

LED EXT RETROFIT	1	\$3,917	-9,027	\$1,354
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Location: Ecm 4 Es -ecm Motors

40 ECM MOTORS	1	\$20,878	-82,123	\$12,318
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Location: Ecm-3 Es Refrigeration Evaporator Fan Controls

EVAP FAN CTRLS	1	\$39,303	-73,151	\$10,973
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Custom Measure total: **\$172,035** **-244,446** **\$36,666**

EO Incentive Application Worksheet - Schedule A

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

Location: Project/taxid Level

<i>Mandatory Cap Adj.</i>	1	\$0	0	\$0
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Mandatory Cap Adjustment		\$0	0	\$0
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NON-ELECTRIC BENEFITS	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
-----------------------	----------	----------	------------------	-------------

Location: Gas

<i>KITCHEN HOOD CONTROLS</i>	1	\$10,360	-2,644	\$2,327
------------------------------	---	----------	--------	---------

<i>KITCHEN HOOD CONTROLS - FIX COST SCHED</i>	1	\$2,780	0	\$0
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NON-ELECTRIC BENEFITS		\$13,140	-2,644	\$2,327
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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 SfVS as of 06/02/2021 12:12:16

Facility Name:	<u>T.C. NUTRITION CENTER</u>	Phone:	<u>(203)275-1202/</u>
Service Address:	<u>FEDERAL ST 113 GA</u>	Facility Use:	<u></u>
City:	<u>Bridgeport</u>	Zip:	<u>06606</u>
Contact Person:	<u>Gerrity, John</u>	Square Footage:	<u>19,000</u>
Federal Tax I.D. No:	<u>00-059170</u>	EO Rep:	<u>Pattavina, Gary</u>
		EO Project No:	<u>SfVS</u>

TOTAL COST: **\$200,812**

TOTAL SAVINGS: **\$43,125**

TOTAL INCENTIVES: **EKM \$160,650**

MONTHLY PAYMENT: **24 @ \$1,673.42**

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 SOLUTIONS, LLC

(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

Bridgeport Board of Education

Elementary Magnet Entrance & Performance Expectations Policy

The magnet schools (Classical Studies, Geraldine Claytor, High Horizons, Multicultural, Park City, ~~and Inter-district~~

~~Discovery~~) encourage students to pursue academic excellence. Instruction is centered on specific themes: project-based learning, language arts, world languages, and science (themes are listed by school as stated in the prior sentence). The magnet programs are rigorous and intended to groom students for college. We expect our students to excel in academic study and demonstrate personal conduct appropriate to an academic learning environment.

Bridgeport Public Magnet Schools are open to all students on an equal basis, including students with disabilities. A student with a disability retains all rights under IDEA in each of these schools. School personnel must ensure that a student's IEP and 504 Plan is implemented and all services are delivered.

The elementary magnet programs expect all students to be successful. However, to maintain academically high standards, elementary students in grades 1-4 who do not meet our minimum academic, attendance and/or behavioral requirements and parent commitment will be supported through a series of interventions. If after the implementation, documentation, and evaluation of intervention practices prove to be unsuccessful the students may be, at a time deemed appropriate, reassigned from the magnet school to their neighborhood schools.

Elementary Entrance Requirements for ~~Inter-district Discovery~~, Classical Studies, Geraldine Claytor, High Horizons, Multicultural, and Park City Magnets

All magnet lotteries will be held in a public setting and all parents of applicants will be notified of the location, date and time.

- A. Any pre-k program is not a part of the magnet program and does not guarantee entrance into the magnet program.

~~A. Pre-Kindergarten~~

~~Only Inter-district Discovery Magnet has a pre-K lottery which guarantees entrance into the school upon completion.~~

B. Kindergarten – ~~Grade 3~~

• Selection by lottery.

- Parents of currently enrolled/accepted students must meet parent commitment requirements in order to register an incoming sibling.

• There are no additional entry requirements.

C. Grades 1 - 8 at Classical Studies, Geraldine Claytor, High Horizons, Multicultural, and Park City must meet

the following criteria:

- Selection by lottery.
- A final grade of C or better in core academic subjects (Reading, Writing, Math, Science, and Social Studies).
- A conduct/effort grade of 1 or 2 across the report card
- Student school attendance must be aligned with the Bridgeport Public School Attendance Policy.
- Signed Parent Commitment
- Teacher Recommendation Form
- Student Interview/ Writing Prompt

Criterion for reassignment from Classic Studies, Geraldine Claytor, High Horizons, Multicultural, and Park City: ~~Magnets~~

Grades 1-8 Reassignment Criteria:

A. A grade of "D" or below for two consecutive marking periods in a core subject (Reading, Writing, Math, Science & Social Studies).

- Academic interventions will be put in place through the SRBI process and documented prior to reassignment; See SRBI process attached. SRBI Link

B. A behavioral grade of a 3 or higher across the report card.

- Behavioral interventions will be put in place through the SRBI process and documented prior to reassignment; See SRBI process attached. SRBI Link

C. Failure to adhere to the Bridgeport Public School Attendance Policy. See BPS Attendance Policy attached. (Include Link) Attendance supports will be put in place and documented prior to reassignment.

D. For a Type 3 violation of the Code of Conduct (or a violation of the digital code of conduct) reassignment will coincide with the end of a marking period to assist the student's transition.

E. Family did not meet parent commitment requirement.

Reassignment Process:

- A. A notification letter regarding possible reassignment will be issued at the time of earning a grade of D or below, a behavior grade of 3 or higher, and/or failure to adhere to the BPS Attendance Policy.
- B. A parent/guardian meeting must be scheduled within 10 business days.
- C. Prior to the reassignment to the neighborhood school, the principal must provide the family with written notification which shall include a copy of the Magnet School Policy.
- D. The Assistant Superintendent must be notified of every student reassigned, identifying the school, race, ethnicity, sex, grade and reason. This information will be promptly reported to the Superintendent, who will then report the information to the Board of Education.

Reassignment Timeline:

~~A. Students who are reassigned after the second marking period will remain at the magnet school until the end of the year. They will be referred to their neighborhood school for the beginning of the new school year.~~

B. Students who surface for potential reassignment during ~~the third marking period, the school year~~ a letter will ~~go home~~ be provided (mail, email, school messenger etc.) to the parent/guardian notifying them of possible reassignment with a signature request. A meeting with the parent/guardian will be scheduled within 10 business days. The Principal will give the parent/guardian notice prior to the beginning of the neighborhood school reassignment. The student will be referred to his/ her neighborhood school for the beginning of the new school year.

~~C. Students who surface for potential reassignment during the fourth marking period will remain at the magnet school through the current year. During the first marking period of the next school year, the SRBI process will be implemented with fidelity and documented.~~

Appeal Process:

- After receiving final notification of reassignment, the parent/guardian may file an appeal with the Assistant Superintendent within ten (10) business days. The ~~Assistant Superintendent~~ Executive Director must approve or reject the appeal, in writing, within ten (10) business days.
- If the parent/guardian(s) is not in agreement, they may appeal to the Superintendent within ten (10) business days. The Superintendent must approve or reject the appeal in writing within ten (10) business days.
- If the parent/guardian is not in agreement with the Superintendent's decision, the parent/guardian can request in writing, a meeting with the BOE.
- The BOE will schedule a meeting with the parent/guardian to review their appeal and a final decision regarding the appeal will be rendered by the BOE within ten business days after the meeting date.
- The student will be allowed to remain in the designated magnet school pending the completion of the appeal process. In the event that the appeal process timelines are not adhered to by administration at the school or district levels, the appeal will be upheld.

- The student will be allowed to remain in the designated magnet school pending the completion of the appeal process.

Waiting List:

Every effort will be made to fill empty lottery seats by October 1st.

- If empty lottery seats remain after October 15, the district will assist in ensuring all seats are filled.
- Students on the lottery waiting list must apply each year to gain access to a magnet school.
- Once a student accepts a seat at a magnet program, his/her name will be removed from all other magnet school waiting lists for the current school year.

Bridgeport Board of Education

Elementary Magnet School Sibling Policy

A Sibling Policy has been adopted in order to encourage single, rather than divided, elementary school allegiances and thereby promote high levels of parental involvement and provide for continuity within the household.

Definition:

Within the context of this policy, siblings are defined as children with a common parent or legal Guardian **whom live within the same household. Criteria for entrance must be met by each sibling (i.e. twin, triplets etc.) in order to be included in the lottery for acceptance.**

Entrance criteria:

For Classical Studies, Geraldine Claytor (Lottery Students Only), High Horizons ~~Magnet~~, Multicultural ~~Magnet and Magnet~~, Park City ~~Magnet~~, and Interdiscovery Magnet schools:

- ~~There are no criteria for entering Pre-k – Grade 3~~
- ~~Grades 4-8 must meet minimal academic, attendance and behavioral standards.~~

The Process:

~~Pre-K/~~Kindergarten

- Kindergarten applicants, with a sibling(s) currently attending grades K-~~8~~7 in the same magnet school to which they have applied, will automatically gain admission into the school. Remaining spaces will be filled by non-sibling applicants.
 - Parents of currently enrolled/accepted students must meet parent commitment requirements in order to register an incoming sibling.
- In the event the number of sibling candidates alone exceeds the number of spaces available, a sibling lottery will be held with the non-sibling lottery to follow.
- Twins, triplets, etc., will be treated as one unit in the lottery with their lottery numbers placed on the same lottery waiting list.
- As follow-up to the definition of sibling, the parent or guardian will provide legal documentation as confirmation (if requested).

Waiting List:

Waiting lists are established for students applying for grades K-8.

- When a vacancy occurs, siblings will be given preference for admission over non-siblings in the

order in which their names appear on the waiting list.

- All entrance criteria for siblings grades 1-8 must be met.
- Every effort will be made to fill empty lottery seats by October 1st.
- If empty seats remain after October 15 the district will assist in ensuring all seats are filled.
- Students on the lottery waiting list must apply each year to gain access to a magnet school
- Once a student accepts a seat at a magnet program, their name will be removed from all other magnet school waiting lists for the current school year.

Revised: 11.26.2018

BOE Approved: 11.26.201

ROLE OF BOARD AND MEMBERS – 9010

1. General Duties

- A. The Board of Education represents the residents of the City of Bridgeport in carrying out the mandates of the General Statutes pertaining to education.
- B. The Board of Education shall determine all questions of general policy to be employed in the conduct of the schools.
- C. In determining school policy it shall:
 - (1) hear and consider facts and recommendations,
 - (2) adopt a plan, policy or course of action, and
 - (3) authorize the Superintendent of Schools, its chief executive officer, to carry out its policy.

2. Specific Powers and Duties

The Board of Education shall have authority to take all action necessary or advisable to meet its responsibilities under state statute and City Charter including but not limited to the following:

- A. Create, abolish, modify and maintain such positions, schools, divisions and classifications as may be necessary for the efficient administration of the educational enterprise.
- B. To elect a Superintendent of Schools in accordance with state statutes.
- C. To consider and adopt an annual budget, prepared by the Superintendent of Schools.
- D. To determine the number, classification, duties and remuneration of employees.
- E. To establish policies for employment, promotion and dismissal of personnel in accordance with the state statutes.
- F. To provide for the appraisal of the efficiency of staffing requirements.
- G. To initiate and approve the acquisition and disposition of school sites, to initiate and approve plans for school buildings.
- H. To consider any specific recommendations made by the Superintendent of Schools.
- I. To keep the citizenry informed of purposes, values, conditions and needs of public education in the City.
- J. To consider, revise and adopt any changes in the curriculum.
- K. To take any other actions required or permitted by law.
- L. To make reasonable provision to implement the educational interests of the State, as defined by law, so that

- (1) each child shall have for the period prescribed in the General Statutes equal opportunity to receive a suitable program of educational experiences;
 - (2) the school district shall finance at a reasonable level an educational program designed to achieve this end;
 - (3) the school district shall provide educational opportunities for its students to interact with students and teachers from other racial, ethnic and economic backgrounds;
 - (4) the mandates in the General Statutes pertaining to education within the jurisdiction of the State Board of Education shall be implemented.
- M. Triennially adopt a Strategic Plan and review such Plan annually.
- N. In furtherance of the Strategic Plan, establish annual goals for the District, as well as for the Board.

3. Staff Communications to the Board

All formal reports to the Board or any Board committee from administrators, supervisors, teachers or other staff members shall be submitted through the Superintendent. (cf. 4118.111/4218.111- Grievances)

4. Board Communication to Staff

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent, and the superintendent will employ all such media as are appropriate to keep staff fully informed of the Board's problems, concerns and actions. (ct. 9020- Public Statements)

Any Board member may communicate with staff to obtain pertinent information to assist them in their decision making with due notice to, and prior approval from, the Superintendent stating the purpose of the contact. Notwithstanding, such staff may require that such communication be confined to transpiring in writing or that, if such communication takes place in the form of a face-to-face meeting or telephone conversation, that it take place in the presence of the staff member's supervisor and/or union representative.

5. Visits to Schools

Individual Board members interested in visiting schools or classrooms will make arrangements to do so through the administrators of the various schools where appropriate, provided that the Superintendent shall be apprised of such visitation and has provided prior approval.

(cf. 2220- Representative and Deliberative Groups) (cf. 9133- Special/Advisory Committee)

Legal References:

Connecticut General Statutes

1-200	Definitions (public agency)
10-4a	Educational interest of the State identified
10-4b	Failure of local or regional board to implement educational interests
10-220	Duties of Boards of Education
10-221	Board of education to prescribe rules
10-241	Powers of school district

ADOPTED: 02/13/2019
REVISED: N/A

TRANSACTION OF BUSINESS – 9100

- A. The Board shall transact all business at a legal meeting of the Board.
- B. The Board shall act as a whole entity, except that a committee created in accordance with these bylaws may act on matters before it in conformity with the committee's purpose or charge.
- C. Individual members shall make no commitments for the Board or issue orders for the Board, except when executing an assignment delegated by the Board or as needed under the authority an office held, nor shall any individual member issue directives to district staff.
- D. The Board shall concern itself with questions of educational policy, and not with administrative details of the district's operations.

ADOPTED: 02/13/2019
REVISED: N/A

BRIDGEPORT PUBLIC SCHOOLS STAFF MOVEMENTS
As of JUNE 15, 2021

I. PROBATIONARY HIRES

	NAME	SCHOOL	POSITION	EFFECTIVE
1.	STEPHANIE BENSON	BASSICK	BIOLOGY	AUGUST 2021
2.	DAVE CAMPBELL	BASSICK	MATH	AUGUST 2021
3.	CRYSTIN ENGRAM	BLACKHAM	SOCIAL WORKER	AUGUST 2021
4.	CARLA LAGOS	BLACKHAM	SPED	AUGUST 2021
5.	SARA LOMBARDI	BEARDSLEY	SPED	AUGUST 2021
6.	KENDALL MARKLAND	CROSS	ELEMENTARY	AUGUST 2021
7.	CHANTEL PINEIRO	BASSICK	ENGLISH	AUGUST 2021
8.	BIANCA RIVERA	BATALLA	DUAL LANGUAGE	AUGUST 2021
9.	CAYLEE RIVERA	ROOSEVELT	EASI K-3	AUGUST 2021
10.	GRACE TICE	BLACKHAM	SCHOOL COUNSELOR	AUGUST 2021

II. RETIREMENTS

	NAME	SCHOOL	POSITION	YEARS of SERVICE	EFFECTIVE
1.	VIOLA CONNELL	BLACK ROCK	SPED	34	06/30/2021
2.	ANNE GRIBBON	DISTRICT OFFICE	COORD. VOLUNTEER SERVICES	19	06/25/2021
3.	STEPHEN GORMAN	PCM	ELEMENTARY	17	06/30/2021
4.	IVETTE MARTINEZ	BATALLA	BILINGUAL	21	06/30/2021
5.	AMYJO VAZQUEZ	BATALLA	BILINGUAL	28	06/30/2021
6.	PATRICIA BOOKER	CLAYTOR	PARAPROFESSIONAL	51	06/18/2021

III. SEPARATIONS

	NAME	SCHOOL	POSITION	EFFECTIVE	REASON
1.	MELISSA BONESKI	CROSS	KINDERGARTEN	06/30/2021	PERSONAL
2.	RASHAWNA BUTLER-BENNETT	READ	ELEMENTARY	06/30/2021	PERSONAL
3.	KATHLEEN CURRY	CENTRAL	SOCIAL STUDIES	06/30/2021	PERSONAL
4.	WALDINA HERNANDEZ	HARDING	SPANISH	06/30/2021	PERSONAL
5.	SOPHIA LOUROS	DUNBAR	SCIENCE	06/30/2021	PERSONAL
6.	ERIKA O'NELL-CATALAN	MARIN	ELA	06/30/2021	PERSONAL
7.	ANTHONY PEREIRO	FCW	CAPSTONE/CHEMISTRY	06/30/2021	PERSONAL