



MEMORANDUM

FROM: Carrie A. Swain, Clerk DATE: January 5, 2021
Board of Education
TO: Michael J. Dalton, City Clerk
SUBJECT: Notice of Workshop/Committee Meetings – Thursday,
January 7, 2021, 5:30 p.m., VIRTUAL MEETING VIA ZOOM

The Committees of the Board of Education will meet on Thursday, January 7, 2021, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury’s Government Access Channel (Comcast Channel 96, Frontier Channel 6096), streamed live at <https://youtu.be/1DTJUU2oc5k> or listened to via teleconference by calling 1-701-802-5303 with access code 7755337. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the January 7, 2021 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-701-802-5303 with access code 7755337 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

- Committee on School Personnel/15 minutes ~ Revised job descriptions for the following positions: - Dr. Ruffin, J. Mendoza, SEL Committee (Noreen Buckley, Jackie Davis, Lori Eldridge, Janice Epperson, Erika Lanza, Linda Leyhow, Jessica Ocasio, Wendy Owen, Ellen Paolino, Melina Rodriguez, Nyree Toucet)
 - Elementary School Counselor
 - Middle School Counselor
 - High School Counselor
 - School Psychologist
 - Social Worker
- Committee on Finance/15 minutes ~ Grants Status Report (to be distributed) – D. Biolo, L. Riddick Barron.
- Committee on Finances ~ FYI - November Monthly Expenditure Report – D. Biolo.
- Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
- Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.
- Superintendent’s Update ~ Dr. Ruffin.

7. Superintendent's Notification to the Board/5 minutes:

a. Athletic appointments:

Cornacchio, Mark – CHS Assistant Football, effective 01/19/21.

b. Grant funded positions:

<u>Name</u>	<u>Position/Location</u>		<u>Rate p/hour</u>	<u>Union</u>	<u>Effective</u>
Alfredson, Sarah	Parent Liaison/Generali	FT	\$15.12	NonBOE	01/11/21
Anderson, Noel	Computer Tech Children's Comm. School	PT	\$12.00	NonBOE	01/21/21
Ganesh, Rani	Secretary 2 – Bil. Dept.	FT	\$16.18	SEIU3	01/14/21
McKenley, Claudia	Tutor Children's Comm. School	PT	\$25.00	NonBOE	01/11/21
Walker, Jessica	Tutor Children's Comm. School	PT	\$33.00	NonBOE	01/21/21

c. New teacher hires:

LAST NAME	FIRST	SCHOOL	ASSIGNMENT	DOH
Jacobs	Tashida	KHS	Guidance Counselor	01/07/21
Rose	Valerie	Generali	Kindergarten	01/04/21
Wojtunik	Katilynn	Regan	Grade 1	01/07/21

d. Teacher transfers:

Gutierrez, Jon – from WMS Computer Education to WMS, WSMS, & NEMS Split Position - Instructional Technology Coach, effective 01/04/21.

e. Teacher transfers effective 2021/22 School Year:

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u> <u>Previous School Location</u>	<u>TO:</u> <u>New School Location</u>
D'Agostino	Jamie	Chase Gr 4	Chase Gr 3
DiFronzo	Cathy	CHS ELA HS	WCA ELA HS
Enquist	Bjorn	WMS Art	KHS Art
Heidgerd	Rohn	WCA Special Ed MS	NEMS Tech Ed- Woodshop/Information Tech
Fitzgerald	Molly	Kingsbury Gr 3	Kingsbury Gr 3
Irizarry	Angelina	Kingsbury Gr 5	Kingsbury Gr 5
Kolchaku	Nikoleta	CHS Math HS	WCA Math HS
Palladino	Mark	WSMS Math MS Gr 7	WSMS Math MS Gr 8
Perusse	Joseph	WHS Special Ed	WHS Tech Ed - Drafting, AutoCAD, Architecture
Sejdaras	Benjola	WCA Science HS	WCA Guidance Counselor
Simoos	Odet	Generali Gr K	Generali/Rotella ESL
Toma	Brenda	Carrington ELA Gr 6	WSMS Math MS Gr 6
Wainwright-Staton	Karen	CHS Math HS	WCA Math HS
Wiener	Matthew	Enlightenment ELA HS	KHS ELA HS

f. Teacher transfers effective 2021/22 School Year:

<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School</u> <u>Location/Temp.</u>	<u>TO: New School</u> <u>Location/Perm.</u>
Accetura	Kailyn	WMS Science Gr 6	WMS Science Gr 6
Acosta	Elisia	Tinker Gr 5	Tinker Gr 5
Aguirre-Galan	Ashley	CHS Special Ed HS	CHS Special Ed HS
Andreyckak	Ashley	Sprague Gr 3	Sprague Gr 3
Azab	Jaime	Walsh Gr 5	Walsh Gr 5
Baechler	Stefanie	Regan/Washington Art	Regan/Washington Art
Bleau	Lisa	State Street Special Ed - Resource Gr 4-5	State Street Special Ed - Resource Gr 4-5
Boland	Haley	W. Cross Gr 3	W. Cross Gr 3
Boland	Cathleen	WSMS Science Gr 6	WSMS Science Gr 6
Calcavecchio	Ellen	Driggs Special Ed - Resource	Driggs Special Ed - Resource
Casas	Effren	WHS ROTC - Marines	WHS ROTC - Marines
Chavarry Ysla	Jose	WHS Bilingual Science HS	WHS Bilingual Science HS
Cipriano	Jennifer	KHS ELA HS	KHS ELA HS
Craft	Rochelle	Rotella Gr 2	Rotella Gr 2
Cuadrado	Andrea	WHS ELA HS	WHS ELA HS
Culver	Sarah	W. Cross/Annex Art	W. Cross/Annex Art
Cusano	Brooke	WMS Special Ed	WMS Special Ed
Davis	Chad	WHS Special Ed - BDLC	WHS Special Ed - BDLC

Della Volpe	Erica	WAMS PE/Health	WAMS PE/Health
Dickinson	Rebecca	WMS ELA Gr 7	WMS ELA Gr 7
DiNicola	Deborah	Hopeville Gr 1	Hopeville Gr 1
Donato	Chelsey	WHS Math HS	WHS Math HS
Durkin	Lynda	Kingsbury/Tinker ESL	Kingsbury/Tinker ESL
Erdmann	Michael	WHS Special Ed	WHS Special Ed
Ey	Lauren	Duggan Special Ed – Gr K Co-Taught Sped	Duggan Special Ed – Gr K Co-Taught Sped
Fess	Michael	KHS Social Studies	KHS Social Studies
Fox	Rachel	WHS ELA HS	WHS ELA HS
Galanos	Eleni	Reed Library Media	Reed Library Media
Garcia	Ryan	NEMS Social Studies Gr 7	NEMS Social Studies Gr 7
Giddings	Jennifer	Driggs/Chase Art	Driggs/Chase Art
Girolamo	Jamie	WAMS Visual Arts	WAMS Visual Arts
Grosso	Nicolas	Enlightenment PE Health	Enlightenment PE Health
Hernandez	Isabella	Carrington Art Gr K-8	Carrington Art Gr K-8
Hofler	Gregory	WAMS Dance Gr 6-12	WAMS Dance Gr 6-12
Hull	Deborah	WHS Psychologist	WHS Psychologist
Jaksina	Denis	WCA Tech - Ed Manufacturing	WCA Tech - Ed Manufacturing
Jamilkowski	Jaclyn	WHS Special Ed - Resource/Inclusion	WHS Special Ed - Resource/Inclusion
Jando	Christina	Carrington PE/Health	Carrington PE/Health
Kiernan	Brian	WHS Tech Ed - Drafting, AutoCAD, Architecture	WHS Tech Ed - Drafting, AutoCAD, Architecture
Lavernoich	Julia	Bunker Hill Music	Bunker Hill Music
Marquis	Hailey	Driggs Gr 3	Driggs Gr 3
Maunsell	Michael	Duggan Math MS Gr 7 & 8	Duggan Math MS Gr 7 & 8
Meringer	Cynthia	WMS Math Gr 8	WMS Math Gr 8
Miller	Alexandra	Bucks Hill Annex Pre-K Sped	Bucks Hill Annex Pre-K Sped
Miller	Justin	WHS PE/Health	WHS PE/Health
Minton	Anna	Academic Academy ELA/Social Studies Gr 5-6	Academic Academy ELA/Social Studies Gr 5-6
Moore	Megan	WAMS PE/Health	WAMS PE/Health
Morrow	Olivia	WHS Music	WHS Music
Mustafaraj	Megi	Wilson Gr 2	Wilson Gr 2
Nazario	Katherine	Bucks Hill Gr 5	Bucks Hill Gr 5
Newman	Michael	Reed Music	Reed Music
Nido	Savannah	Chase Gr 2	Chase Gr 2
Nisbet	Grace	WMS Special Ed	WMS Special Ed
Nocera	Lauren	State Street Special Ed Gr 2-3	State Street Special Ed Gr 2-3
Nott	Timothy	Wilson Special Ed - BDLC	Wilson Special Ed - BDLC
Oliver	Audra	WHS Special Ed - BDLC	WHS Special Ed - BDLC
Paglia	Marissa	Tinker Gr K	Tinker Gr K
Patnaude	Nicholaus	WSMS ELA Gr 7	WSMS ELA Gr 7
Peters	Courtney	Duggan ELA Gr 7	Duggan ELA Gr 7
Petta	Mikaela	Rotella Gr 4	Rotella Gr 4
Piccolo	Carla	WHS Special Ed - ABA/Autism	WHS Spec. Ed - ABA/Autism
Piselli	Damon	WCA Social Studies	WCA Social Studies
Quinn	James	Carrington/Gilmartin Tech Ed - Woodshop	Carrington/Gilmartin Tech Ed - Woodshop
Quispe	Magda	OEC Pre-K Sped	OEC Pre-K Sped
Rangel Garcia	Alicia	Chase Bilingual Gr K	Chase Bilingual Gr K
Reddinger	Megan	Sprague Gr K	Sprague Gr K
Reeves	Kenneth	Bunker Hill Special Ed Elem - BDLC	Bunker Hill Special Ed Elem - BDLC
Ring	Katherine	WSMS Special Ed	WSMS Special Ed
Rivera	Ana	Bucks Hill Annex Pre-K Sped	Bucks Hill Annex Pre-K Sped
Rivera	Mirta	Bucks Hill Bilingual Gr 1	Bucks Hill Bilingual Gr 1
Rosa	Christine	Sprague Library Media	Sprague Library Media
Rosenblum-Shevis	Barbara	WMS Math Gr 7	WMS Math Gr 7
Russo	Christopher	Carrington Gr 4	Carrington Gr 4
Salinas	Reginald	WSMS Music - Instrumental	WSMS Music - Instrumental
Samaroo	David	CHS PE/Health	CHS PE/Health
Santiago	Meagan	Tinker Gr 3	Tinker Gr 3
Santos	Rosalina	WMS PE/Health	WMS PE/Health
Schultz	Olivia	Carrington Gr 5	Carrington Gr 5
Scurso	Steven	WHS Math HS	WHS Math HS
Shortt	Katia	Academic Academy Science Gr 6-8	Academic Academy Science Gr 6-8
Sileo-Pettway	Renee	Enlightenment/State Street	Enlightenment/State Street

		Guidance Counselor	Guidance Counselor
Solla	Daniel	WCA Business	WCA Business
Spellman	Adriana	Wilson Special Ed Resource Gr 3-5	Wilson Special Ed Resource Gr 3-5
Spinella	Christine	Tinker Gr 5	Tinker Gr 5
Stokes	Blair	WSMS Science Gr 7	WSMS Science Gr 7
Tata	Lauren	Regan/Washington Library Media	Regan/Washington Library Media
Thompson	Barbara	Bunker Hill Special Ed Elem	Bunker Hill Special Ed Elem
Thompson	Jessica	Chase Pre-K Reg. Ed	Chase Pre-K Reg. Ed
Torres	Lianne	WMS Math Gr 8	WMS Math Gr 8
Tulley	Jordan	WMS Music	WMS Music
Valletta	Kimberly	Reed Gr 3	Reed Gr 3
Van Wyk	Cornelius	WHS Science HS	WHS Science HS
Velleco	Jake	Bunker Hill Special Ed Elem	Bunker Hill Special Ed Elem
Veronesi	Caterina	CHS ROTC	CHS ROTC
Viegas	Stacy	Wilson Art	Wilson Art
Virdee	Robin	Bunker Hill Gr 2	Bunker Hill Gr 2
Wallace	Lisa	Driggs ESL	Driggs ESL

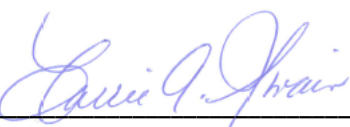
- g. Resignations:
Moroz, Barbara – Reed Special Education, eff. 12/18/2020 (correction from retirement).

- h. Retirements:
Paris, Ana – Walsh Kindergarten, effective 12/29/2020.
Peck, Lori – WHS Vice Principal, effective 06/30/2021 (revised).

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

ADJOURNMENT

ATTEST:



Carrie A. Swain, Clerk

Board of Education



Revised Job Descriptions



Social Emotional Learning Team

Central Office

Dr. Verna Ruffin

Noreen Buckley

Janice Epperson

Administrators/Department Leaders

Erika Lanza

Ellen Paolino

Lori Eldridge

Linda Leyhow

Jackie Davis

Jessica Ocasio

Melina Rodriguez

Nyree Toucet

Wendy Owen

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School Counselors

Key Takeaways

- Created Job Descriptions for each school level
 - Elementary School
 - Middle School
 - High School
- Job descriptions incorporates domains from CSDE Updated School Counselor Framework
- Condensed Job Descriptions to be succinct and specific to the levels
- Includes hyperlinks for:
 - Connecticut requirements for certification as a School Counselor
 - Continuing education requirements of a Certified School Counselor
 - The Essential Role of a School Counselor for each level (ASCA)

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School Counselors

Key Responsibilities Across All Levels

- Provide appraisal and advisement (academic, career, and social/emotional needs) to all students:
 - Large group
 - Classroom
 - Small group
 - Individual settings
- Implement a developmentally appropriate school counseling curriculum to all students;
- Consult/collaborate with teachers, families, administrators, support staff, and outside agencies
 - Early identification/ intervention of students' academic and social/emotional needs
 - Make referrals to appropriate school, community resources

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School Counselors

Key Responsibilities Across All Levels

- Provide small group/individual counseling to help students learn coping skills (personal, social, academic, and family concerns)
- Provide multi-tiered systems of support to students and families
- Participate in team meetings, student strategy teams, and 504/PPT meetings as appropriate

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School Counselors

Elementary School

- Expose students to 21st century careers
- Assist students with transition to middle school

Middle School

- Assist students with transition to high school
 - School application process
- Implement an effective career exploration program for all students

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School Counselors

High School

- Guide high school students starting in 9th grade to develop their postsecondary educational/career plans, coordinate career assessments & interpret results to help students in their planning;
- Review and evaluate credits, grades, & transcripts with students
 - Graduation Requirements
 - Develop academic plans
 - Postsecondary planning
- Provide college & career counseling
 - Scholarships
 - NCAA requirements
 - College board testing and waivers
 - Financial aid
 - College admissions process
- Collaborate with middle school staff to assist students in making a smooth transition to high school



School Psychologist

Key Takeaways

- Job description incorporates domains from CSDE Guidelines for the Practice of School Psychology
- Condensed Job Descriptions to be succinct and specific to the levels
- Includes hyperlinks for:
 - Connecticut requirements for certification as a School Psychologist
 - Continuing education requirements of a Certified School Psychologist
 - The Essential Role of a School Psychologist (NASP)



School Psychologist

Key Responsibilities

- Assists with crisis management situations
- Promote the safety and mental health of students and staff
- Provide individual, group, classroom, & family counseling (socially, emotionally & academically)
- Provides instructional strategies and interventions, synthesizing academic, cognitive, and/or behavioral data
- Effectively establishes working relationships with students, families, school personnel, and the community



School Social Workers

Key Takeaways

- Job description incorporates standards from CSDE Standards for School Social Work Practice
- Condensed Job Descriptions to be succinct and specific to the levels
- Includes hyperlinks for:
 - Connecticut requirements for certification as a School Social Worker
 - Continuing education requirements of a Certified School Social Worker



School Social Workers

Key Responsibilities Across All Levels

- Assesses crises and provides appropriate interventions and de-escalation strategies
- Suicide ideation assessment
- Facilitate referrals, including wrap-around services, with community agencies
- Promote student growth and development:
 - Individual counseling
 - Small group activities
 - Focused group interventions
 - Classroom-based activities
 - School-wide initiatives
 - Home visits
 - Parent education
 - Parent/teacher conferences



Questions

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

Elementary School Counselor

BARGAINING UNIT CLASSIFICATION

Waterbury Teachers' Association CEA-NEA

DEPARTMENT

College and Career Readiness

REPORTS TO

Receives administrative direction from the Principal or other administrative official of a higher grade

INCUMBENT NAME

FLSA DESIGNATION

Exempt

PART I - SUMMARY OF CLASSIFICATION

This class of educators are uniquely trained in child development, learning strategies, self-awareness, self-management, social awareness, relationship skills, responsible decision-making, and social skills, who understand and promote success for today's diverse students. They implement a school counseling framework along with the Portrait of a Graduate to support students through this important developmental period in a safe, supportive, culturally sustaining, and equitable learning environment. (ASCA, 2019).

PART II - QUALIFICATIONS

1. Master's Degree in School Counseling from an accredited college or university in School Counseling
2. School Counselor Certification issued by the CT State Department of Education (068)
3. [Connecticut requirements for certification as a School Counselor](#)
4. [Continuing education requirements of a Certified School Counselor](#)

PART III - DUTIES & RESPONSIBILITIES (The following identifies the primary and essential functions of the position and is not intended to be an exhaustive list of all duties and responsibilities).

[The Essential Role of the Elementary School Counselor](#)

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ● Use school counseling research-based standards and competencies to inform the implementation of a comprehensive school counseling framework to create systematic change; ● Provide appraisal and advisement to all students through large group, classroom, small group and individual settings regarding academic, career, and social/emotional needs; ● Implement a developmentally appropriate school counseling curriculum to all students; ● Consult and collaborate with teachers, families, administrators, support staff, and outside agencies in regards to early identification and intervention of students' academic and social/emotional needs critical to achievement and success; ● Make referrals to appropriate school and community resources; | <ul style="list-style-type: none"> ● Provide short-term small group and individual counseling to help students learn coping skills for personal, social, academic, and family concerns; ● Create opportunities for all students to be exposed to 21st century careers; ● Collaborate with middle school staff to assist students in making a smooth transition to middle school; provide orientation activities for incoming students and their families; ● Consult and be a resource for teachers. Take a leadership role in seeing the infusion of counseling content into the curriculum; ● Provide family education materials and programming, helping families with school related problems and issues; ● Work collaboratively with school psychologists, social workers, nurses, and other agencies to provide multi-tiered systems of support to students and families; |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- Review the comprehensive school counseling framework annually, revising it as needed and planning yearly/monthly calendars of counseling program activities as well as conducting annual needs assessments;
- Advocacy for all students regarding rigorous courses and higher education, fair, just and compassionate treatment, for underrepresented groups, including high needs populations and families;
- Use data to develop and implement action plans, identify gaps in achievement, opportunity and attainment to provide student services;
- Participate in team meetings, student strategy teams, and 504/PPT meetings as appropriate;

- Create a college and career readiness culture;
- Provide students with the opportunity to be exposed to and understand college and career readiness options;
- Assists with the building testing as needed(e.g., SBAC, NGSS);
- Participates in parent, teacher, and student conferences as requested and initiates such conferences as needed;
- Utilizes available technology resources to enhance the school counseling program, including but not limited to: Google Suite, PowerSchool, and Naviance.

PART IV - POSITION SUPERVISES

May provide supervision of School Counseling interns to assist the student in completing requirements to obtain certification.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving	X			
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)			X	
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			

Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to a Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

Waterbury Public Schools is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the District when necessary.

Prepared on: December 2, 2020

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

Middle School Counselor

BARGAINING UNIT CLASSIFICATION

Waterbury Teachers' Association CEA-NEA

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4. [Continuing education requirements of a Certified School Counselor](#)

PART III - DUTIES & RESPONSIBILITIES (The following identifies the primary and essential functions of the position and is not intended to be an exhaustive list of all duties and responsibilities). [The Essential Role of the Middle School Counselor](#)

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Use school counseling research-based standards and competencies to inform the implementation of a comprehensive school counseling framework to create systematic change; • Provide appraisal and advisement to all students through large group, classroom, small group and individual settings regarding academic, career, and social/emotional needs; • Implement a developmentally appropriate school counseling curriculum to all students; • Consult and collaborate with teachers, families, administrators, support staff, and outside agencies in regards to early identification and intervention of students' academic and social/emotional needs critical to achievement and success; • Make referrals to appropriate school and community resources; • Provide short-term small group and individual counseling to help students learn coping skills | <p>for personal, social, academic, and family concerns;</p> <ul style="list-style-type: none"> • Implement an effective career exploration program for all students; • Collaborate with high school staff to assist students in making a smooth transition to high school; explore high school options, and provide orientation activities for incoming students and their families; • Consult and be a resource for teachers. Take a leadership role in seeing the infusion of counseling content into the curriculum; • Provide family education materials and programming, helping families with school related problems and issues; • Work collaboratively with school psychologists, social workers, nurses, and other agencies to provide multi-tiered systems of support to students and families; |
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- Review the comprehensive school counseling framework annually, revising it as needed and planning yearly/monthly calendars of counseling program activities as well as conducting annual needs assessments;
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- Use data to develop and implement action plans, identify gaps in achievement, opportunity and attainment to provide student services;
- Participate in team meetings, student strategy teams, and 504/PPT meetings as appropriate;

- Create a college and career readiness culture;
- Provide students with the opportunity to explore and understand college and career readiness options;
- Assists with the building testing as needed (e.g.,: SBAC, NGSS, PSAT);
- Participates in parent, teacher, and student conferences as requested and initiates such conferences as needed
- Utilizes available technology resources to enhance the school counseling program, including but not limited to: Google Suite, PowerSchool, and Naviance.

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Balancing		X			Very Heavy Work (100+ lbs.)	X			
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Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			

Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to a Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

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Prepared on: December 2, 2020

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

High School Counselor

BARGAINING UNIT CLASSIFICATION

Waterbury Teachers' Association CEA-NEA

DEPARTMENT

College and Career Readiness

REPORTS TO

Receives administrative direction from the Principal or other administrative official of a higher grade

INCUMBENT NAME

FLSA DESIGNATION

Exempt

PART I - SUMMARY OF CLASSIFICATION

This class of educators are uniquely trained in adolescent development, learning strategies, self-awareness, self-management, social awareness, relationship skills, and responsible decision-making, who understand and promote success for today's diverse students. They implement a school counseling framework along with the Portrait of a Graduate to support students through this important developmental period in a safe, supportive, culturally sustaining, and equitable learning environment. (ASCA, 2019).

PART II - QUALIFICATIONS

1. Master's Degree in School Counseling from an accredited college or university in School Counseling
2. School Counselor Certification issued by the CT State Department of Education (068)
3. [Connecticut requirements for certification as a School Counselor](#)
4. [Continuing education requirements of a Certified School Counselor](#)

PART III - DUTIES & RESPONSIBILITIES (The following identifies the primary and essential functions of the position and is not intended to be an exhaustive list of all duties and responsibilities). [The Essential Role of the High School Counselor](#)

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Use school counseling research-based standards and competencies to inform the implementation of a comprehensive school counseling framework to create systematic change; • Provide appraisal and advisement to all students through large group, classroom, small group and individual settings regarding academic, career, and social/emotional needs; • Implement a developmentally appropriate school counseling curriculum to all students; • Consult and collaborate with teachers, families, administrators, support staff, and outside agencies in regards to early identification and intervention of students' academic and social/emotional needs critical to achievement and success; • Make referrals to appropriate school and community resources; • Provide short-term small group and individual counseling to help students learn coping skills for personal, social, academic, and family concerns; | <ul style="list-style-type: none"> • Use data to develop and implement action plans, identify gaps in achievement, opportunity and attainment to provide student services. • Work collaboratively with school psychologists, social workers, nurses, and other agencies to provide multi-tiered systems of support to students and families; • Participate in team meetings, student strategy teams, and 504/PPT meetings as appropriate; • Guide high school students starting in 9th grade to develop their postsecondary educational/career plans, coordinate career assessments & interpret results to help students in their planning; • Review and evaluate credits, grades, & transcripts with students, helping them meet graduation requirements and develop academic plans for success and postsecondary planning; • Provide college & career counseling, information on scholarships, NCAA requirements, College board testing and waivers; • Assist students in preparing for the financial aid and college admissions process; |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- Collaborate with middle school staff to assist students in making a smooth transition to high school; and provide orientation activities for incoming students and their families;
- Consult and be a resource for teachers. Take a leadership role in seeing the infusion of counseling content into the curriculum;
- Provide family education materials and programming, helping families with school related problems and issues (e.g., college planning nights, financial aid nights, college/career fairs);
- Review the comprehensive school counseling framework annually, revising it as needed and planning yearly/monthly calendars of counseling program activities as well as conducting annual needs assessments;
- Advocacy for all students regarding rigorous courses and higher education, fair, just and

compassionate treatment, for underrepresented groups, including high needs populations and families;

- Use data to develop and implement action plans, identify gaps in achievement, opportunity and attainment to provide student services;
- Assists with the building testing as needed (e.g., PSAT/SAT, NGSS, AP);
- Participates in parent, teacher, and student conferences as requested and initiates such conferences as needed;
- Utilizes available technology resources to enhance the school counseling program, including but not limited to: Google Suite, PowerSchool, and Naviance.

PART IV - POSITION SUPERVISES

May provide supervision of School Counseling interns to assist the student in completing requirements to obtain certification.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving	X			
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)			X	
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			

Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to a Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

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Prepared on: December 2, 2020

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

School Psychologist

BARGAINING UNIT CLASSIFICATION

Waterbury Teachers' Association CEA-NEA

DEPARTMENT

Pupil Personnel

REPORTS TO

Receives administrative direction from the Director of Pupil Personnel or other administrative official of a higher grade

INCUMBENT NAME

FLSA DESIGNATION

Exempt

PART I - SUMMARY OF CLASSIFICATION

This class are uniquely qualified members of school teams that support students' ability to learn and teachers' ability to teach. They apply expertise in mental health, learning, and behavior, to help children and youth succeed academically, socially, behaviorally, and emotionally; contributing to the Portrait of a Graduate. School psychologists partner with families, teachers, school administrators, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community. (NASP, 2020).

PART II - QUALIFICATIONS

1. Master's Degree in School Psychology from an accredited college or university
2. School Psychologist Certification issued by the CT State Department of Education (070)
3. [Connecticut requirements for certification as a School Psychologist](#)
4. [Continuing education requirements of a Certified School Psychologist](#)

PART III - DUTIES & RESPONSIBILITIES (The following identifies the primary and essential functions of the position and is not intended to be an exhaustive list of all duties and responsibilities). [The Essential Role of a School Psychologist](#)

- Assists with crisis management situations within the school setting to promote the safety and mental health of students and staff (Domain VII);
- Effectively uses a wide range of assessment techniques suitable for students from birth through adulthood (Domain I);
- Utilizes available technology resources to enhance services, including but not limited to Google Suite, PowerSchool, and any future innovative resources (Domain XI);
- Effectively demonstrates knowledge of state and federal laws, rules and regulations regarding education and other related services (Domain X);
- School psychologists provide individual, group, classroom, & family counseling to help students perform better socially, emotionally & academically (Domain IV);
- School psychologists help school personnel analyze & interpret data generated from a variety of sources within the school system (Domain IX);
- Effectively provides instructional strategies and interventions, synthesizing academic, cognitive, and/or behavioral data (Domain III);
- Effectively establishes working relationships with students, families, school personnel, and the community to problem-solve in all settings, while considering multicultural and diverse socio-economic matters (Domain II, V);
- School psychologists help design & participate in student support teams, coordinated school-based health teams, school climate committees, and other efforts dedicated to improving school climate & service to students (Domain VI);
- School psychologists work with parent & community organizations to promote parent-school collaboration and act as a resource for educational or psychological knowledge (Domain VIII);
- Performs other related duties as assigned.

PART IV - POSITION SUPERVISES

May provide supervision of School Psychology interns to assist the student in completing requirements to obtain certification.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving	X			
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)		X		
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			
Talking			X		Exposure to Unpleasant Odors	X			
Hearing				X	Exposure to bodily fluids	X			
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse	X			

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Prepared on: December 2, 2020

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

School Social Worker

DEPARTMENT

Pupil Personnel

INCUMBENT NAME

BARGAINING UNIT CLASSIFICATION

Waterbury Teachers' Association CEA-NEA

REPORTS TO:

Receives administrative direction from the Principal or other administrative official of a higher grade

FLSA DESIGNATION

Exempt

PART I - SUMMARY OF CLASSIFICATION

This class is accountable for providing a coordinated approach to mental health through prevention, barrier identification, assessment and evaluation, and treatment and intervention services that will help promote and support students' academic and social successes; contributing to the Portrait of a Graduate. They provide these services through collaboration, consultation, advocacy, providing resources, and referrals to community agencies.

PART II - QUALIFICATIONS

1. Master's Degree in School Social Work from an accredited college or university
2. School Social Worker Certification issue by the CT State Department of Education (071)
3. [Connecticut requirements for certification as a School Social Worker](#)
4. [Continuing Education Regulations for Licensed Social Workers](#)

PART III - DUTIES & RESPONSIBILITIES (The following identifies the primary and essential functions of the position and is not intended to be an exhaustive list of all duties and responsibilities); [Standards for School Social Worker](#)

- Effectively assesses crises and provides appropriate interventions and de-escalation strategies (Standard 5);
- Effectively conducts suicide ideation assessment and its impact on education (Standard 5);
- Effectively understands and considers the impact of cultural, adolescent development, family dynamics, social, and environmental influences on student success;
- Writes a comprehensive biopsychosocial history (e.g., eating, sleeping, leisure time and study habits, social relations, problem solving skills, etc.) based on multiple informants — data collection should include appropriate information enabling the understanding of the various social influences that affect a child's learning and particular learning styles and needs (Standard 4);
- Assesses students' needs to facilitate referrals, including wrap-around services with community agencies for students and parents;
- Protect the legal rights and confidentiality of students, their families and other vulnerable groups (Standard 1);
- Actively use supervision, collaboration, consultation and professional development to support areas of professional growth (Standard 6);
- Utilizes strategies and approaches to promote student growth and development, using individual counseling; small group activities; focused group interventions; classroom-based activities; school-wide initiatives; home visits; and parent education; parent/teacher conferences (Standard 2);
- Works collaboratively with parents, the school, and the community to understand students' needs in relation to curriculum and instruction in order to improve educational performance and success (Standard 3);
- Utilizes available technology resources to enhance services, including but not limited to Google Suite, PowerSchool, and any future innovative resources;
- Effectively creates social/emotional behavioral goals for individual plans;
- Performs other related duties as assigned.

PART IV - POSITION SUPERVISES

May provide supervision of School Social Worker interns to assist the student in completing requirements to obtain certification.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

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Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving	X			
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)		X		
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			
Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to a Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
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Prepared on: December 2, 2020

Grant List 2020-2021
Date Updated 1/7/2021

ACCT/UNIT	FEDERAL GRANTS	BUDGET
20414-2021	21st Century 15-1 Washington & Drigg 20-21	\$95,000
20415-2021	21st Century 15-2 Walsh 20-21	\$50,000
20416-2021	21st Century 15-3 North End 20-21	\$72,675
20417-1920	21st Century 16-1 Reed & Duggan(Carryover) 19-20	\$51,331
20417-2021	21st Century 16-1 Reed & Duggan 20-21	\$135,908
20418-1920	21st Century 16-2 Carr & Gillmar(Carryover) 19-20	\$51,559
20418-2021	21st Century 16-2 Carr & Gillmar 20-21	\$138,099
20419-2021	21st Century 17-1 Regan 20-21	\$114,000
20260-2021	Carl Perkins 20-21	\$483,835
20301-2021	Coronavirus Relief Fund	\$3,649,712
20320-2021	Education Homeless-McKinney Vento Act	\$50,000
20300-2021	Education Stabilization Funds (ESSER)	\$9,394,519
28003-2021	Fresh Fruits and Vegetables 20-21	\$788,255
20540-1921	IDEA PART B, SECTION 611 19-21(Carryover)	\$3,294,157
20540-2022	IDEA PART B, SECTION 611 20-22	\$5,477,963
20560-1921	IDEA PART B, SECTION 619 19-21(Carryover)	\$136,476
20560-2022	IDEA PART B, SECTION 619 20-22	\$141,853
20420-0021	Immigrant & Youth Education 19-21	\$10,853
20420-2022	Immigrant & Youth Education 20-22	\$10,853
20920-2004	Impact Aid	\$53,443
21400-2021	School Readiness Covid-19 Summer Funding	\$1,332,588
20284-2019	SIG 2 Bucks Hill Additional 2019 (Carryover)	\$32,568
20285-2019	SIG 2 Driggs Additional 2019 (Carryover)	\$101
20290-2019	SIG 2 Gilmartin Additional 2019 (Carryover)	\$10,033
20286-2019	SIG 2 Hopeville Additional 2019 (Carryover)	\$313
20294-2019	SIG 2 North End Additional 2019 (Carryover)	\$473
20287-2019	SIG 2 Sprague Additional 2019 (Carryover)	\$9,310
20292-2019	SIG 2 Wallace Additional 2019 (Carryover)	\$32,568
20288-2019	SIG 2 Walsh Additional 2019 (Carryover)	\$32,568
20289-2019	SIG 2 Washington Additional 2019 (Carryover)	\$4,119
20293-2019	SIG 2 West Side Additional 2019 (Carryover)	\$209
20291-2019	SIG 2 Wilson Additional 2019 (Carryover)	\$8,054
20284-1920	SIG 3 Bucks Hill 19-20 (Carryover)	\$65,000
20285-1920	SIG 3 Driggs 19-20 (Carryover)	\$65,000
20290-1920	SIG 3 Gilmartin 19-20 (Carryover)	\$95,179
20286-1920	SIG 3 Hopeville 19-20 (Carryover)	\$65,000
20294-1920	SIG 3 North End 19-20 (Carryover)	\$240,487
20287-1920	SIG 3 Sprague 19-20 (Carryover)	\$65,000
20292-1920	SIG 3 Wallace 19-20 (Carryover)	\$129,477
20288-1920	SIG 3 Walsh 19-20 (Carryover)	\$65,000
20289-1920	SIG 3 Washington 19-20 (Carryover)	\$98,467
20293-1920	SIG 3 West Side 19-20 (Carryover)	\$320,000
20291-1920	SIG 3 Wilson 19-20 (Carryover)	\$61,719
20284-2022	SIG 4 Bucks Hill 20-22	\$95,000
20285-2022	SIG 4 Driggs 20-22	\$95,000
20290-2022	SIG 4 Gilmartin 20-22	\$115,179
20286-2022	SIG 4 Hopeville 20-22	\$95,000
20294-2022	SIG 4 North End 20-22	\$352,657
20287-2022	SIG 4 Sprague 20-22	\$85,000
20292-2022	SIG 4 Wallace 20-22	\$412,164
20288-2022	SIG 4 Walsh 20-22	\$85,000
20289-2022	SIG 4 Washington 20-22	\$131,019
20293-2022	SIG 4 West Side 20-22	\$340,000
20291-2022	SIG 4 Wilson 20-22	\$130,019
21500-1920	Supports for Pregnant and Parenting Teens (Carryover)	\$27,573
20220-1820	Title I Improving Basic Programs Public/Non-Public 18-20 (Carryover)	\$82,058
20220-1921	Title I Improving Basic Programs Public/Non-Public 19-21 (Carryover)	\$2,716,692
20220-2022	Title I Improving Basic Programs Public/Non-Public 20-22	\$11,975,852
20380-1820	Title II Part A Public/Non Public 18-20 (Carryover)	\$110,328
20380-1921	Title II Part A Public/Non Public 19-21 (Carryover)	\$310,281
20380-2022	Title II Part A Public/Non-Public 20-22	\$1,088,557
20440-1921	TITLE III PART A ENGLISH LANG. ACQUIS. (Public/Non Public) 19-21 (Carryover)	\$381,899
20440-2022	TITLE III PART A ENGLISH LANG. ACQUIS. (Public/Non Public) 20-22	\$389,118
20460-1819	TITLE IV-STUDENT SUPORT AND ACADEMIC ENRICHMENT GRANT 18-20 (Carryover)	\$258,676
20460-1921	TITLE IV-STUDENT SUPORT AND ACADEMIC ENRICHMENT GRANT 19-21 (Carryover)	\$758,804
20460-2022	TITLE IV-STUDENT SUPORT AND ACADEMIC ENRICHMENT GRANT 20-22	\$817,108
TOTAL FEDERAL GRANTS		\$47,786,707

*Items in Red are pending Award Letter.

Items in Yellow are Grants Extended One Year due to Covid.

Grant List 2020-2021
Date Updated 1/7/2021

ACCT/UNIT	STATE GRANTS	BUDGET
27100-2021	Alliance ECS 20-21	\$36,473,359
26100-2021	Adult Ed-Coop Districts 20-21	\$10,426
26080-2021	Adult Education-Provider 20-21	\$1,915,013
24108-2021	SDE After School Program Tinker/Duggan/Hopeville 20-21	\$169,660
24109-2021	SDE After School Program Kingsbury/Wilson 20-21	\$169,660
24110-2021	SDE After School Program WMS/WSMS 20-21	\$169,660
20255-2021	Alliance Bond Fund 20-21	\$2,000,000
20020-2021	Bilingual Grant 20-21	\$165,063
20251-2021	Commissioner Network 20-21 NEMS S1	\$750,000
20250-2021	Commissioner Network 20-21 Wallace S2	\$750,000
20252-2021	Commissioner Network 20-21 WSMS S3	\$750,000
20253-2021	Commissioner Network 20-21 Wilby S4	\$50,000
20001-2021	Family Resource Center Wilson/Reed 20-21	\$203,060
24111-2021	First Robotics Competition-Crosby 20-21	\$3,800
20180-2021	Magnet Operating Grant-Rotella, Maloney, WAMS (P) 20-21	\$8,804,196
21180-2021	Primary Mental Health 20-21	\$19,199
20046-2021	Priority Schools 20-21	\$2,022,026
24113-2021	Promoting MS Financial Literacy 20-21	\$15,000
20080-2021	PSD-Extended School Hours 20-21	\$318,033
20100-2021	PSD-Summer School 20-21	\$371,476
20550-2021	Quality Enhancement 20-21	\$75,641
21400-0021	School Readiness 20-21	\$8,655,745
21380-1820	School Security Grant 3 18-20 (Carryover)	\$254,717
21380-1921	School Security Grant 4 19-21	\$1,408,321
27013	TEAM-Eastconn	\$10,565
	TOTAL STATE GRANTS	\$65,534,620

*Items in Red are pending Award Letter.
P-preliminary

Waterbury Board of Education

FY 2020-2021

Monthly Expenditure Report

November 2020

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$8,551,263	\$8,551,263	\$3,515,491	\$0	\$5,035,772	\$8,551,263	\$0
511102	Teachers	\$60,803,778	\$60,803,778	\$20,057,892	\$0	\$40,745,886	\$61,621,977	(\$818,199)
511104	Superintendent	\$415,000	\$415,000	\$145,787	\$0	\$269,213	\$281,364	\$133,636
511106	Early Incentive Certified	\$825,115	\$825,115	\$807,347	\$0	\$17,768	\$825,115	\$0
511107	Certified Coaches	\$770,000	\$770,000	\$4,252	\$0	\$765,748	\$770,000	\$0
511108	School Psychologists	\$1,794,756	\$1,794,756	\$418,748	\$0	\$1,376,008	\$1,614,568	\$180,188
511109	School Social Workers	\$1,939,578	\$1,939,578	\$582,137	\$0	\$1,357,441	\$1,892,120	\$47,458
511110	Speech Pathologists	\$2,276,093	\$2,276,093	\$642,665	\$0	\$1,633,428	\$2,193,632	\$82,461
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,571,929	\$2,571,929	\$654,063	\$0	\$1,917,866	\$2,571,929	\$0
511202	Clerical Wages	\$1,099,960	\$1,099,960	\$392,772	\$0	\$707,187	\$1,099,960	\$0
511204	Crossing Guards	\$332,740	\$332,740	\$79,849	\$0	\$252,891	\$332,740	\$0
511206	Educational	\$589,509	\$589,509	\$77,219	\$0	\$512,290	\$589,509	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$326,007	\$1,519,235	\$1,099,758	\$2,505,988	\$439,012
511215	Cafeteria Aides	\$80,000	\$80,000	\$20,272	\$0	\$59,728	\$50,000	\$30,000
511217	Library Aides	\$172,837	\$172,837	\$33,083	\$0	\$139,754	\$172,837	\$0
511219	School Clerical	\$1,891,750	\$1,891,750	\$599,899	\$0	\$1,291,851	\$1,891,750	\$0
511220	Fiscal Administration	\$581,739	\$581,739	\$180,344	\$0	\$401,395	\$581,739	\$0
511222	Transportation Coordinator	\$106,919	\$106,919	\$38,421	\$0	\$68,498	\$106,919	\$0
511223	Office Aides	\$170,000	\$170,000	\$45,267	\$0	\$124,733	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,538,249	\$2,538,249	\$695,011	\$0	\$1,843,238	\$2,313,249	\$225,000
511226	Custodians Non-Certified	\$5,820,266	\$5,820,266	\$1,829,059	\$0	\$3,991,207	\$5,470,266	\$350,000
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$8,433	\$0	\$241,567	\$250,000	\$0
511228	Paraprofessionals	\$10,923,377	\$10,923,377	\$2,647,217	\$0	\$8,276,160	\$10,598,377	\$325,000
511229	Bus Duty	\$250,000	\$250,000	\$0	\$0	\$250,000	\$220,000	\$30,000
511232	Attendance Counselors	\$122,051	\$122,051	\$29,903	\$0	\$92,148	\$122,051	\$0
511233	ABA Behaviorial Therapist	\$1,748,689	\$1,748,689	\$503,964	\$0	\$1,244,725	\$1,748,689	\$0
511234	Interpreters	\$185,653	\$185,653	\$32,666	\$0	\$152,987	\$185,653	\$0
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$690,000	\$690,000	\$169,668	\$0	\$520,332	\$690,000	\$0
511653	Longevity	\$12,410	\$12,410	\$755	\$0	\$11,655	\$12,410	\$0
511700	Extra Police Protection	\$539,387	\$539,387	\$3,182	\$0	\$536,205	\$539,387	\$0
511800	Vacation and Sick Term Payout	\$230,000	\$230,000	\$99,116	\$0	\$130,884	\$230,000	\$0
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$0
529001	Car Allowance	\$75,000	\$75,000	\$21,032	\$0	\$53,968	\$75,000	\$0
529003	Meal Allowances	\$19,800	\$19,800	\$413	\$4,699	\$14,689	\$19,800	\$0
Subtotal Salaries		\$117,427,847	\$117,427,847	\$40,661,934	\$1,523,933	\$75,241,980	\$116,403,291	\$1,024,556

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533009	Evaluation	\$25,000	\$25,000	\$48	\$47	\$24,905	\$25,000	\$0
533020	Consulting Services	\$422,125	\$422,125	\$60,821	\$123,661	\$237,644	\$422,125	\$0
533100	Auditing	\$52,000	\$52,000	\$36,738	\$15,250	\$12	\$52,000	\$0
539005	Sporting Officials	\$35,000	\$29,593	\$0	\$0	\$29,593	\$29,593	\$0
539008	Messenger Service	\$24,978	\$29,178	\$8,520	\$14,626	\$6,032	\$29,178	\$0
543000	General Repairs & Maintenance	\$1,370,700	\$1,385,700	\$510,439	\$358,600	\$516,661	\$1,385,700	\$0
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$239,992	\$454,993	\$35,015	\$730,000	\$0
544002	Building Rental	\$562,674	\$562,674	\$263,962	\$266,962	\$31,750	\$562,674	\$0
545002	Water	\$270,000	\$270,000	\$44,693	\$0	\$225,307	\$270,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$1,001,080	\$210,231	\$1,918,544	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$19,528	\$23,638	\$81,834	\$125,000	\$0
551000	Pupil Transportation	\$16,010,303	\$16,010,303	\$3,013,311	\$12,995,606	\$1,386	\$16,010,303	\$0
553001	Postage	\$70,000	\$70,000	\$20,978	\$0	\$49,022	\$70,000	\$0
553002	Telephone	\$250,000	\$250,000	\$73,711	\$9,531	\$166,758	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$78,600	(\$2,579)	\$5,819	\$75,359	\$78,600	\$0
556055	Tuition - Outside	\$9,515,000	\$9,515,000	\$999,038	\$5,418,378	\$3,097,584	\$9,990,000	(\$475,000)
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$317,680	\$2,480,772	\$201,548	\$3,050,000	(\$50,000)
557000	Tuition Reimbursement	\$6,000	\$6,000	\$3,545	\$0	\$2,455	\$6,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
559001	Advertising	\$20,000	\$20,000	\$5,467	\$0	\$14,533	\$20,000	\$0
559002	Printing & Binding	\$30,000	\$30,000	\$5,253	\$0	\$24,747	\$30,000	\$0
559104	Insurance - Athletics	\$23,500	\$24,707	\$24,707	\$0	\$0	\$24,707	\$0
Subtotal Purchased Services		\$35,785,735	\$35,785,735	\$6,646,932	\$22,378,113	\$6,760,689	\$36,310,735	(\$525,000)
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$491,311	\$244,539	\$884,150	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$24,751	\$13,703	\$33,386	\$71,840	\$0
561204	Emergency/Medical Supplies	\$4,000	\$4,000	\$0	\$0	\$4,000	\$4,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$2,528	\$0	\$972	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$18,478	\$5,271	\$26,251	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$2,728	\$1,340	\$8,432	\$12,500	\$0
561501	Diesel	\$154,815	\$154,815	\$21,887	\$132,928	\$0	\$154,815	\$0
561503	Gasoline	\$35,000	\$35,000	\$6,173	\$5,227	\$23,600	\$35,000	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$166,285	\$0	\$1,499,715	\$1,666,000	\$0
561507	Janitorial Supplies	\$235,000	\$235,000	\$68,454	\$158,379	\$8,167	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$10,799	\$5,026	\$34,174	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$22,056	\$18,247	\$59,697	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$66,144	\$30,670	\$53,186	\$150,000	\$0
561511	Propane	\$301,563	\$301,563	\$85,732	\$207,672	\$8,160	\$301,563	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$31,519	\$8,481	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,591	\$72	\$337	\$2,000	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$42,015	\$22,823	\$65,162	\$130,000	\$0
Subtotal Supplies/Materials		\$4,646,218	\$4,646,218	\$1,030,932	\$877,418	\$2,737,868	\$4,646,218	\$0

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	\$50,000	\$50,000	\$8,798	\$166	\$41,036	\$50,000	\$0
575200	Office Equipment	\$160,000	\$160,000	\$19,843	\$13,471	\$126,686	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$480	\$10,993	\$28,527	\$40,000	\$0
Subtotal Property		\$250,000	\$250,000	\$29,121	\$24,630	\$196,249	\$250,000	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$808	\$11,748	\$444	\$12,556	\$444
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$8,625	\$0	\$12,075	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$0	\$0	\$9,500	\$9,500	\$0
589201	Mileage	\$20,000	\$20,000	\$0	\$1,076	\$18,924	\$20,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$0	\$0	\$7,000	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$49,712	\$0	\$10,288	\$60,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$500,000	(\$500,000)
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$10,000	\$0	\$125,000	\$135,000	\$0
Total Other/Miscellaneous		\$265,200	\$265,200	\$69,146	\$12,824	\$183,231	\$764,756	(\$499,556)
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$48,438,065	\$24,816,918	\$85,120,017	\$158,375,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$23,442,782	\$23,442,782	\$8,136,018	\$0	\$15,306,764	\$23,442,782	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
Total Additional Funding		\$27,067,782	\$27,067,782	\$8,136,018	\$0	\$18,931,764	\$27,067,782	\$0
GRAND TOTAL ALL FUNDING		\$185,442,782	\$185,442,782	\$56,574,083	\$24,816,918	\$104,051,781	\$185,442,782	\$0

Memorandum

To: Board of Aldermen
Board of Education

From: Will Zhuta, IT Director
Department of Education Computer Technology Center

Date: January 6, 2021

Re: Board of Aldermen Approval Request/Board of Education
Executive Summary - Contract for Wide Area Fiber Network between the City of Waterbury
and Crown Castle Fiber, LLC

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract in the amount of \$54,000.00 for Wide Area Fiber Network between the City of Waterbury and Crown Castle Fiber Networks.

This contract was initiated under the Invitation to Bid process (ITB #6786). There were several bidders for this project with Crown Castle Fiber, LLC being the lowest responsible bidder.

This contract will allow for a high speed fiber optic based services for 116 Beecher Ave that will service the students and staff. The contract is four years in duration, from July 1, 2021 through June 30, 2024. Total compensation payable to Crown Castle Fiber, LLC shall be FIFTY FOUR THOUSAND (\$54,000.00) for the entire three-year term of this contract contingent upon full compliance/satisfaction of the following method of payments:

- i. Three (3) annual USF E-Rate payments, to be paid directly from USAC to CCF in the amount up to Sixteen Thousand Three Hundred Eighty Dollars (\$16,380.00) for a total not to exceed amount of Forty Nine Thousand-One Hundred-Forty Dollars (\$49,140.00) for the entire three year term of this contract. Said fee will be billed by CCF to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules;
- ii. The City shall pay CCF in an amount not to exceed Four Thousand-Eight Hundred-Sixty Dollars (\$4,860.00) for the entire 3 year contract, payable in an amount not to exceed One Thousand-Six Hundred-Twenty Dollars (\$1,620.00) per year. The City shall make payment yearly on or before June 30 of each year. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 in the contract.

Accordingly, attached for your review and consideration are six (6) total copies of the proposed contract and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk's Office.

AGREEMENT
RFP No. 6786
for
WIDE AREA NETWORK
between
The City of Waterbury, Connecticut
and
Crown Castle Fiber, LLC (“CCF”)

THIS AGREEMENT (“Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Crown Castle Fiber (the “Contractor” or “CCF”), LLC located at 80 Central Street, Box Borough, Massachusetts 01719, a State of New York, duly registered foreign, limited liability company (jointly referred to as the “Parties” to this Agreement).

WHEREAS, CCF submitted a proposal to the City responding to **RFP No. 6786** for Wide Area Network; and

WHEREAS, the City selected CCF to perform services regarding **RFP No. 6786**; and

WHEREAS, the City desires to obtain CCF's services pursuant to the terms, conditions and provisions set forth in this Agreement (the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. CCF shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. CCF shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and CCF will provide and deliver new Wide Area Telephone and Network Services for the City of Waterbury Public School located at 116 Beecher Avenue, Waterbury, Connecticut 06705 (“Remote Location”). Said services will include, but is not limited to high speed communications for simultaneous IP voice, video and data connectivity. CCF will provide a Metro Advanced Private Line, a private Ethernet (layer-2) network, with dedicated fiber between the locations without touching neither a central office nor a point of presence (POP). Services shall also include upgrading the network, planning, designing, installation and documentation, training and maintenance of the system, and assistance with future upgrades. CCF shall also provide services for special construction of an outside plant infrastructure network at Remote Location with the services from those locations aggregating at 236 Grand Street, and

installation of all needed equipment to effectuate the services, as more particularly detailed and described in the City of Waterbury **RFP No. 6786** and CCF's Response thereto attached hereto as part of **Attachment A** which are hereby made material provisions of this Contract. The work and services provided for under this Agreement shall be provided pursuant to CCF's Project Plan and Phase schedule as is further detailed in CCF's Response attached hereto as **Attachment A** and as follows: Phase I- WAN Design and Project Management; Phase II-Site by Site Physical Installation; Phase III – Preliminary System Testing; Phase IV Full System Cutover; and Phase V – Final System Testing. All services must comply with E-Rate guidelines. The assets and equipment installed will be owned, operated and maintained by CCF. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by CCF as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City of Waterbury Request for Proposal Number 6786, consisting of 13 pages, (excluding contractor compliance documents and sample City contract) attached hereto;
- 1.1.2 Addendum #1 to RFP No. 6786, dated November 9, 2020, consisting of 3 pages, attached hereto;
- 1.1.3 CCF's Revised Cost Proposal dated December 2, 2020, consisting of 1 page, attached hereto;
- 1.1.4 CCF's Response to City of Waterbury Request for Proposal Number 6786, dated November 17, 2020, consisting of 38 pages, (excluding CCF's original cost proposal, Crown Castle Master Telecommunications License Agreement, Crown Castle Ethernet Supplement to the Master Telecommunications License Agreement, Crown Castle Account Team Resumes), attached hereto;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 1.1.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, Commission on Human Rights and Opportunities ("CHRO")/Equal Employment Opportunity ("EEO") Compliance Documents, incorporated by reference;
- 1.1.7 Certificates of Insurance, incorporated by reference;
- 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
- 1.1.9 All licenses, incorporated by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on CCF. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1** This Agreement
- 1.2.2** Addendum #1 to RFP No. 6786
- 1.2.3** CCF's Revised Cost Proposal
- 1.2.4** CCF's Response to RFP No. 6786
- 1.2.5** City of Waterbury RFP No. 6786

2. CCF Representations Regarding Qualification and Accreditation. CCF represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. CCF further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. CCF represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by CCF under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. CCF hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that CCF and/or its employees be licensed, certified, registered, or otherwise qualified, CCF and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, CCF shall provide to the City a copy of CCF's licenses, certifications, registrations, etc.

3. Responsibilities of CCF. All data, information, etc. given by the City to CCF and/or created by CCF shall be treated by CCF as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. CCF agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a CCF disclosure is required to comply with statute, regulation, or court order, CCF shall provide prior advance written notice to the City of the need for such disclosure. CCF agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent CCF is required to be on City property to render its services hereunder, CCF shall have access to such areas of City property as the City and CCF agree are necessary for the performance of CCF's services under this Contract (the "Site" or the "Premises") and at such times as the City and CCF may mutually agree. CCF shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. CCF shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of CCF, City may, but shall not be required to, correct same at CCF's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent CCF is required to be on City property to render its services hereunder, CCF shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to CCF, unless written permission is obtained from the City to work during other times. This condition shall not excuse CCF from timely performance under the Contract. The work schedule must be agreed upon by the City and CCF.

3.3. Cleaning Up. To the extent CCF is required to be on City property to render its services hereunder, CCF shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by CCF, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to CCF.

3.4. Publicity. CCF agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by CCF shall be that standard of care and skill ordinarily used by other members of CCF's profession practicing under the same or similar conditions at the same time and in the same locality. CCF's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. CCF's Employees. CCF shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. CCF acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. CCF hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of CCF to complete Due Diligence prior to submission of its proposal shall be borne by CCF. Furthermore CCF had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by CCF, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with CCF.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that CCF has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. CCF shall deliver periodic, monthly, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by CCF and/or delivered by CCF during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** CCF's declaration as to whether the entirety of CCF's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the CCF designated project manager.

NOTE: CCF's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of CCF's written request, the City will provide CCF with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by CCF hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by CCF for the purpose of carrying out the services under this Contract.

5. Contract Time.

5.1 CCF shall begin all work and services and complete all work and services required under this Contract within three (3) years of the execution of this Contract by the Mayor and in accordance with the following Timeframe and CCF's Work Plan and Project Plan with Phase scheduled attached hereto in Attachment A. The network and all related tasks and services shall be completed within a total of 150 days pursuant to the Timeframe set forth below, commencing from the date of the Notice To Proceed:

- 5.1.1** Day 1: Order Signed;
- 5.1.2** Day 3: Order verified, and in the system, task assignments begin;
- 5.1.3** Day 15: Initial engineering package to build laterals completed, submit to APS, local agencies, etc;
- 5.1.4** Day 30: Engineering of fiber splicing and patch installation completed, assign tasks to splicing teams, schedule for after lateral build is completed;

- 5.1.5 Day 45: Follow up on new lateral applications, work through any concerns that any of the various agencies have;
- 5.1.6 Day 50: Verify BOM with vendor, place order for appropriate fiber and equipment (fiber termination panels);
- 5.1.7 Day 80: Receive approval for build of new lateral, finalize construction design, and submit order to third party construction firm;
- 5.1.8 Day 100: Schedule splicing to coincide with completion of lateral build;
- 5.1.9 Day 120: Lateral build complete;
- 5.1.10 Day 125: Splicing complete, testing of fibers can begin;
- 5.1.11 Day 140: Testing of fibers complete, test results recorded;
- 5.1.12 Day 145: Handover network to Customer (City); and
- 5.1.13 Day 150: Customer (City) accepts network, billing begins.

At all times during the contract, CCF shall be responsible for and ensure continuity of IT Service including, but not limited to, network availability, all telecommunication and/or internet service availability for the applicable Department of Education System and Remote Location.

5.2. Time is and shall be of the essence for all Project milestones and completion dates for the Project. CCF further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CCF and City, that the Contract Time is reasonable for the completion of the Work. CCF shall be subject to City imposed fines and/or penalties in the event CCF breaches the foregoing dates.

6. Compensation. The City shall compensate CCF for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to CCF shall not exceed FIFTY FOUR THOUSAND DOLLARS (\$54,000.00) for the entire three (3) year term of this Contract and shall not exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00) for any one (1) year of the Contract term. It is anticipated that if awarded the USF E-Rate program will pay 85% of the above fee and the City will pay 15% of the fee. The Parties recognize and agree that the percentage of payments listed herein may vary based upon the amount awarded from the USF E-Rate program. Therefore, the payment and amount of payment

by the City is contingent upon the award of the USF E-Rate program funding and following payment schedule:

- 6.1.1** Three (3) annual USF E-Rate payments, to be paid directly from USAC to CCF in the amount up to FIFTEEN THOUSAND THREE HUNDRED DOLLARS (\$15,300.00) for a total not to exceed the amount of FORTY FIVE THOUSAND NINE HUNDRED DOLLARS (\$45,900.00) for the entire three (3) year term of this Contract. Said fee will be billed by CCF to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and
- 6.1.2** The City shall pay CCF in an amount not to exceed EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100.00) for the entire three (3) year Contract, payable in an amount not to exceed TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) per year, or TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00) per month. The City shall make payment yearly on or before June 30 of each year. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.

NOTE: The foregoing Section 6.1.1 and 6.1.2 payment provisions are based upon City being granted and receiving BOTH City funding and USF E-Rate funding for each year of the three (3) year period of this Contract. In the event (a) City funding (the event of no City funding as referred to herein as non-appropriation) is not appropriated and/or (b) E-Rate funding is not granted and/or received, then within sixty (60) days of any such event, the parties shall conduct good faith negotiations to amend this Contract to permit a reduction in the services and a commensurate reduction in the price for those services acceptable to the Parties. If the negotiations do not result in a jointly executed written amendment within such sixty (60) day period, then this Contract shall terminate on the date either or both City Funding and/or USF E-Rate Funding, is not appropriated, or in the case of USF E-Rate Funding, is not granted and/or received by the City, without the City incurring any CCF imposed penalties, fees, or charges, etc.

6.2. Limitation of Payment. Compensation payable to CCF is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of CCF's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. CCF's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 CCF and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to CCF in an amount equaling the sum or sums of money CCF and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding CCF's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. CCF shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. CCF shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to CCF's demand for payment. The City shall not certify fees for payment to CCF until the City has determined that CCF has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of CCF in preparing its proposal for **RFP No. 6786** shall be solely borne by CCF and are not included in the compensation to be paid by the City to CCF under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. CCF shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. CCF shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, CCF shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until CCF, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as CCF has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but CCF may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, CCF shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to CCF for that item. CCF and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables,

incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6.. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

9. CCF's Insurance.

9.1. CCF shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by CCF and such insurance has been approved by the City. CCF shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, CCF shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from CCF's obligation under this Contract, whether such obligations are CCF's or subcontractor or person or entity directly or indirectly employed by said CCF or subcontractor, or by any person or entity for whose acts said CCF or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by CCF:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including, owned and hired autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **\$500,000.00**
EL Disease Each Employee **\$500,000.00**
EL Disease Policy Limit **\$500,000.00**

CCF shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Professional Liability Insurance: **\$1,000,000.00** each Wrongful Act.
\$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to CCF.

9.5. Failure to Maintain Insurance: In the event CCF fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset CCF's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from CCF at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: CCF's General and Automobile Liability Insurance policies shall be endorsed to add the City and Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under CCF's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time CCF executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. CCF must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after CCF receipt, CCF shall deliver to the City a copy of CCF's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, CCF represents and warrants that, at all pertinent and relevant times to

the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by CCF of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of CCF's work and services shall be secured in advance and paid by CCF. CCF shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon CCF for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. CCF remains liable, however, for any applicable tax obligations it incurs. Moreover, CCF represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. CCF and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 CCF is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the

amount of payment or contribution for such person's classification on each pay day.

10.3.2 CCF is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, CCF shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, gender identity or expression, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, CCF shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, veteran status, national origin or citizenship status, age, disability or handicap. CCF agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This Section Left Intentionally Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of CCF, CCF shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CCF shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this

Contract by giving written notice to CCF of such termination and specifying the effective date thereof, at least two weeks before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by CCF under this Contract shall, at the option of the City, become the City's property, and CCF shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, CCF shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by CCF, and the City may withhold any payments to CCF for the purpose of setoff until such time as the exact amount of damages due the City from CCF is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract for Convenience, with 30 days' written notice to CCF, after two (2) years of Execution of this Contract by the Mayor. If this Contract is terminated by the City as provided herein, CCF will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CCF covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. CCF acknowledges that the City is a municipal corporation and that this Contract is subject to the full satisfaction of Paragraph 6 herein, requiring approval and receipt by the City of funds for this project through USF E-Rate funding, for each contract year and the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. CCF therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to CCF.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay CCF for the agreed to level of the products, services and functions to be provided by CCF under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to CCF, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced

level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate CCF for any lost or expected future profits.

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, CCF shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, CCF shall transfer all licenses to the City which CCF is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate CCF for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. CCF shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay CCF for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and CCF shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). CCF shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and CCF may negotiate a mutually acceptable payment to CCF for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by CCF. CCF may, by written notice to the City, terminate this Contract if the City materially breaches, provided that CCF shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, CCF will be compensated by the City for work performed prior to such termination date and CCF shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) CCF shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay CCF for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges CCF's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations set forth in Section 5 of this Contract.

16. Subcontracting. CCF shall not, without the prior written approval of the City, subcontract, in whole or in part, any of CCF's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of CCF and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve CCF from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. CCF shall be as fully responsible to the City for the acts and omissions of CCF's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by CCF.

17. Assignability. CCF shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due CCF from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit CCF's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, CCF shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. CCF shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by CCF, by someone under the care and/or control of CCF, by any subcontractor of CCF, or by any shipper or delivery service. CCF shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, CCF shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of CCF. CCF covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. CCF further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and CCF.

22. Independent Contractor Relationship. The relationship between the City and CCF is that of client and independent contractor. No agent, employee, or servant of CCF shall be deemed to be an employee, agent or servant of the City. CCF shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and CCF hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by CCF hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and CCF or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, CCF hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that CCF shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City,

that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a CCF's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both CCF, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to CCF's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and CCF and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 6786**; **(ii)** Addendum #1 to **RFP No. 6786**; **(iii)** CCF's Revised Cost Proposal dated December 2, 2020; and **(iv)** CCF's Proposal responding to the aforementioned **RFP No. 6786**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. CCF agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, CCF shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and CCF each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or CCF, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

CCF: Crown Castle Fiber, LLC
c/o Crown Castle
80 Central Street
Boxborough, MA 01719
Attn: General Counsel

With a copy to same address, Attn: COO

City: City of Waterbury
c/o Computer Technology Center
236 Grand Street, 3rd floor
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in

exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime CCF or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime CCF or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. CCF is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. CCF hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Current to 12/31/2015*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics and Conflicts of Interest"]].

32.11. CCF is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the

Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. CCF hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to CCF set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all CCF records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print Name:

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print Name:

Date: _____

WITNESSES:

CROWN CASTLE FIBER, LLC

Sign: _____
Print Name:

By: _____
Print Name:

Its: _____
(Title)

Sign: _____
Print Name:

Date: _____

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 12/18/2020

To: Will Zhuta, IT System Administrator
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Crown Castle Fiber, LLC
80 Central St.
Boxborough, MA 01719

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

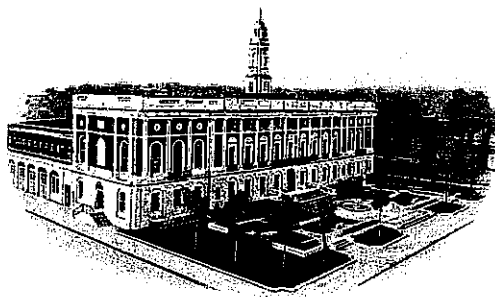
Very truly yours,

Nancy J. Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

MICHAEL LEBLANC
DIRECTOR OF FINANCE



PHONE: (203) 574-6840

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Certification of Funds

Re: Education Department contract between the City of Waterbury and Crown Castle Fiber, LLC

This letter is to certify that, regarding the above referenced, proposed contract or purchase order, pursuant to City of Waterbury Ordinance 38.004(A)(1)(c), funds will be proposed in the Education Budget of the General Fund for the 2021-2022, 2022-2023 and 2023-2024 fiscal years as further set forth below for the value of the contract in the amount of \$8,100. The contract provides for a termination for non-appropriation.

Accounting Unit: 87518501

Account: 553005

Amount FY22: \$2,700

Amount FY23: \$2,700

Amount FY24: \$2,700

Total Amount*: \$8,100

Description: Wide Area Network Services:
116 Beecher Ave

Source of Funds: General Fund Appropriations for
the Education Department

Signed: Michael LeBlanc
Michael LeBlanc, Director of Finance

Date: 12-18-20
December 18, 2020

*Total contract amount is \$54,000. USF E-rate payments to be paid directly from Universal Service Administrative Company (USAC) to Crown Castle Fiber, LLC in the amount up to \$15,300 per year for a total not to exceed \$45,900 for the entire three-year term of the contract. The City shall pay Crown Castle Fiber, LLC an amount not to exceed \$8,100 for the entire three-year term of the contract, payable in an amount not to exceed \$2,700 per year.

ATTACHMENT A

1. City of Waterbury Request for Proposal Number 6786, consisting of 13 pages, (excluding contractor compliance documents and sample City contract) attached hereto;
2. Addendum #1 to RFP No. 6786, dated November 9, 2020, consisting of 3 pages, attached hereto;
3. CCF's Revised Cost Proposal dated December 2, 2020, consisting of 1 page, attached hereto;
4. CCF's Response to City of Waterbury Request for Proposal Number 6786, dated November 17, 2020, consisting of 38 pages, (excluding CCF's original cost proposal, Crown Castle Master Telecommunications License Agreement, Crown Castle Ethernet Supplement to the Master Telecommunications License Agreement, Crown Castle Account Team Resumes), attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, Commission on Human Rights and Opportunities ("CHRO")/Equal Employment Opportunity ("EEO") Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
9. All licenses, incorporated by reference.

REQUEST FOR PROPOSAL # 6786
BY
THE CITY OF WATERBURY
Education Department
Waterbury Public Schools
Wide Area Network

A. Background, Intent and Scope of Services

Background:

The Waterbury Public Schools is an urban district located in central Connecticut between Hartford and New Haven. The district is comprised of thirty schools. It has four comprehensive high schools, three comprehensive middle schools, four Pre-K -8 schools, eighteen elementary schools and two special program schools. The Waterbury Public Schools serves approximately 18,700 students in grades Pre-K through 12 and employs just over 1700 teachers and administrators. The district's goal is to graduate college and career ready students, as well as reduce the achievement gap among district subgroups.

Purpose:

The Waterbury Public Schools is seeking a common carrier to allow the Waterbury Public School District to apply for ERATE Managed or Unmanaged services discounts. The selected common carrier will assist in the upgrading of the Waterbury Public School District Wide Area Network, including planning, design, installation, documentation, training, maintenance and any future upgrades.

It is the intent of Waterbury Public Schools to select a single vendor to provide a scalable point-to-point service with a uniform set of network hardware to be installed. Waterbury's goal is to facilitate a complete communications network, where data of all types are carried between facilities, resulting in higher productivity, lower costs, a higher level of services, and a more enriching educational experience for the students of the Waterbury Public Schools.

Review Criteria:

The selected common carrier will demonstrate a similar type of deployment and network within a comparable size school district in the State of Connecticut. That school system will be made available for the Waterbury staff to visit and interview.

Cost - TCO

1. Product Performance

- Products or equipment selected on basis of recommendations of current users, compatibility with existing products or equipment, superior features or other technically advantageous reasons.

2 Capabilities of responders and their performance, such as:

- References from clients, Performance history of submitting accurate estimates and bids.
- Producing quality work.
- Financial stability.
- Experience of key staff in performing comparable projects or services.
- Status of required licensing or certification.

3 Delivery Schedule/Completion Schedule

- Performance history in meeting deadlines.

B. Scope of Services:

The Waterbury Public Schools network currently consists of **34** schools and administrative buildings within the district, which cover elementary, middle, magnet, Pre-K- 8 and high schools. Waterbury is currently using a private dark fiber network to tie the schools and administrative facilities together.

The Waterbury Public Schools is seeking a solution that will continue to allow for high speed communications for simultaneous IP voice, video and data connectivity. The response to this RFP should include all requirements to create a network with the Quality of Service (QOS) to handle all of the requested technologies.

The project shall consist of providing and delivering Wide Area Network Services for 6 of the 32 City Public Schools and Buildings. Project milestones and dates will be understood and agreed upon prior to execution of the contract.

- **The selected vendor MUST ENSURE CONTINUITY of service during the transition to a new solution. As the cut over date for any new vendor is July 1, 2021. This plan is to include a transition plan to be provided with any response. The plan is to include the resources to be dedicated to the transition, all costs associated, a timeline for action with completion dates and target dates.**

Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of FCC Green Light Status. The successful respondent also must abide by the requirements for vendors under the E- Rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The bidder must identify and separate any costs that are associated with non E- Rate eligible entities and services as identified in the scope of work herein.

- **Payment provisions will be based upon the City being granted and receiving USF E-Rate Funding. The District intends to partially fund the services contemplated herein by leveraging the federal E-Rate program. Vendors should be familiar with and compliant with all applicable federal E-Rate policies. Responses from vendors that are not E-Rate eligible will not be considered for this ITB. Vendors must provide a response to the RFP that is compliant with E-Rate. Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of FCC Green Light Status. The successful respondent also must abide by the requirements for vendors under the E- Rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The respondent must identify and separate any costs that are associated with non E- Rate eligible entities and services as identified in the scope of work herein.**

Quote must include all costs for:

- **Design**
- **Construction** – special construction costs should be amortized over the initial contract term as part of the response. The Waterbury Public Schools will not be responsible for any easement/Right of Way Costs incurred by the proposer. The Demarcation Point and Point of Entry will be determined by the Waterbury Public Schools technical staff. All costs must include pricing and installing services to the point of entry and demarcation point.
- **Hardware needed to terminate the circuit and light circuit**
- **Software**
- **Installation**
- **Configuration**
- **Ongoing Annual Service and Maintenance**

Network Diagrams in Visio or Similar Format.

C. QUALIFICATIONS

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

Yes/No

1. Can the vendor be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber or copper cuts by third parties, acts of God, or other Force Majeure events.	
Please elaborate:	
2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Can your company ensure Waterbury School District 99.95% for all telecommunication and/or Internet service availability during, each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30	
Please elaborate:	
4. Is your company able to provide immediate notification to Waterbury School District network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within Waterbury School	
Please elaborate:	
5. Please provide the process for Waterbury School District to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.	

Please complete the table below to reflect costs associated in years one (1) and three (3).

10 GB Circuit			Cost	
NAME	Address	1 Yr	2 Yr	3 Yr
Waterbury Elementary School	116 Beecher Street			
		Total		

Payment and Funding

The District intends to partially fund the services contemplated herein by leveraging the federal E-Rate program. Vendors should be familiar with and compliant with all applicable federal E-Rate policies. Responses from vendors that are not E-Rate eligible will not be considered for this RFP. Vendors must provide a response to the RFP that is compliant with E-Rate.

Responses from vendors that are not E-Rate eligible will not be considered for this RFP. Vendors must provide a response to the RFP that is compliant with E-Rate. Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of FCC Green Light Status.

The successful respondent also must abide by the requirements for vendors under the E-Rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The successful respondent must identify and separate any costs that are associated with non E-Rate eligible entities and services as identified in the scope of work herein.

C. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2021 through June 30, 2024.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on November 4, 2020**. Prospective proposers must limit their contact regarding this RFP to

Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by 2:00 PM on November 10, 2020**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Will Zhuta.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **(200)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the

agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and **(3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:45 AM on November 18, 2020**.

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements Not Applicable

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act

15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

M. Insurance

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

General Liability Insurance: **\$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

Workers' Compensation: Statutory Limits within the State of Connecticut:

Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

Builder's Risk Insurance: coverage equaling \$_____, the monetary value of the construction component of the Project.

"All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage

wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

Contractors Pollution Liability Insurance: \$1,000,000.00 each claim, **\$2,000,000.00** aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and _____ as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and _____ are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

No later than thirty (30) calendar days after receipt by the Contractor, the Contractor shall deliver to the City a copy of the Contractor's insurance policies and endorsements and riders.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 9, 2020

Bid #: 6786

Project Title: Wide Area Network

Please refer to the questions and answers received to date below.

1. Question: The RFP service address is 116 Beecher St. Is the address actually 116 Beecher Ave?

Answer: Yes.

2. Question: The RFP states “The project shall consist of providing and delivering Wide Area Network Services for 6 of the 32 City Public Schools and Buildings” but the pricing table only lists one site. It also requests a scalable point-to-point service. Please provide the A and Z locations for all locations needing connectivity.

Answer: That is an error. The RFP is for one school only.

3. Question: Are point-to-point Ethernet circuits an acceptable topology?

Answer: No.

4. Question:

With the government-imposed safety measures and restrictions implemented at national and local levels to prevent the further spread of the COVID-19 Virus and the potential delays that may occur with a physical package delivery due to the implemented safety measures, would the City consider accepting soft copy submissions to ensure safe and timely delivery of responses

and prevent the possibility of spreading COVID-19? If soft copy is not an option, would the City consider accepting signatures executed in DocuSign or in copy form?

Answer: No.

5. Question: Mr. Kevin McCaffery on page 2 on the scope of work section lists 6 schools out of 32. I only see one address provided below. Are missing any additional service addresses on the RFP document? I do not want to assume but I want to clarify this is just for an 10G Internet Connection correct?

Answer: That is an error. The RFP is for one school only.

6. Question: Please include Attachment B to files. It is one of the requirements to submit the RFP and I do not see that in the attachments.

Answer: Attachment B is the sample Professional Services Agreement which is attached separately in ProcureWare.

7. Question:

a) Where can we find the site names and addresses? Also, which site will be the hub? We build private, point-to-point fiber networks for school districts nationwide. We offer unlimited bandwidth at a fixed rate for life. There will be nothing in between your hub site and your edge sites.

b) The RFP does not indicate what the district wants delivered at the hub? Are you asking/allowing over subscription? Basically, I'm asking if you want the sum of the parts to equal what is delivered at the hub. For example, if you want 1 Gb to be delivered to 10 edge sites, then you would be asking for 10 Gb to be delivered at the hub. It is very common for districts to only clarify what they want delivered at their edge sites and to neglect to mention the hub. This allows incumbents to over-subscribe your network.

c) Will you allow alternate contract lengths?

Answer:

a) The information is in the RFP. There is only 1 location. 236 Grand Street.

b) 10GB – Point to Point Fiber.

c) No, submit your response with the term limits requested.

8. Question: Can the City or School District provide me with an email acknowledging that we are working on this RFP with the town/school district? Reason for my request is that Crown Castle is asking for this in efforts for us to partner with them that is required for us to sufficient respond?

Answer: No, that is not permissible as this is a competitive process.

9. Question: Will the City allow for online/eProcurement bid responses only given COVID-19?

Answer: No.

10. Question: Has the City been granted and received funding for this project? If so, for how many years of service? If not, when does the City anticipate funding being granted and received?

Answer: No.

11. Question: Offeror is a privately-held company and respectfully requests, in the event of an audit, that the auditor(s) enter into a mutual nondisclosure agreement prior to accessing Offeror's financial or business-sensitive information. Is this acceptable?

Answer: Should you be awarded, that request would need to be approved by the City in advance.

12. Question: Would the City please consider limiting the scope of this requirement? As currently stated, Offeror's response to it would include dozens, perhaps hundreds, of such projects.

Answer: No.

13. Question: Has funding for this Contract been appropriated, authorized and made available? If so, for how many years? If not, when does the City anticipate that funds will be appropriated, authorized and made available?

Answer: Yes funding is available.

Thank you.

**Amy Lopez
Assistant Director of Purchasing, City of Waterbury**



REVISED COST PROPOSAL

December 2nd, 2020

City of Waterbury
RFP # 6786
Att. Kevin McCaffery
Director of Purchasing

Dear Kevin,

Below is the Crown Castle Cost Proposal pricing for RFP # 6786

My understanding is that you are most interested in the 3 year option
The original pricing was \$1600.00 per month for 3 years.

Our revised pricing is

\$1500.00 per month for 3 years This is for a 10GB connection (we include equipment and manage the circuit) between Waterbury BOE (236 Grand Street) and 116 Beecher Ave.

Please let us know if you have any further questions.

Sincerely,

Curtis Fox
Regional Sales Director
Crown Castle

11/17/2020

Wide Area Network

Prepared for: City of Waterbury

RFP Number: 6786

Proposal submitted by: Crown Castle Fiber LLC

Bob David
Commercial Account Executive
210 Pumpkin Ground Road
Stratford, CT 06614
M:203.521.6199
T:203.375.0531

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1. Proposer Information

Crown Castle Fiber, organized in NY 2001 has a proven track record in providing custom, high quality, telecommunication services and are such exemplified within the following Executive Summary. Crown Castle International Corp., the parent entity, with 5000+ employees, is a publicly traded company, with over 4.3 billion in revenue and the capital liquidity to fund large custom network implantations, headquartered at 1220 Augusta Drive, Suite 600, Houston, Texas 77057-2261.

Crown Castle Fiber's Senior Leadership team and its mission can be found at the following:
<https://www.crowncastle.com/about-us#5>

Representing the entire Crown Castle Fiber Sales team, the Sales Executive for this RFP Response is:

Account Executive to handle all inquires and general account functions:

Bob David
Commercial Account Executive
210 Pumpkin Ground Road
Stratford, CT 06614
M:203.521.6199 T:203.375.0531
Bob.David@crowncastle.com

Legal Contact authorized to negotiate terms and conditions:

Douglas A. Van Winkle
Senior Attorney
T: (978) 264-6823 | M: (508) 922-5578
80 Central Street, Boxborough, MA 01719
Douglas.VanWinkle@crowncastle.com

2. Experience, Expertise and Capabilities

Company Profile

Crown Castle Fiber LLC, the bidding entity here, is a wholly-owned subsidiary of Crown Castle International Corp., an S&P 500 company that is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 80,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them. Custom built networking solutions tailored to specific customer needs enable the highest levels of diversity, security, and protection.

Who is Crown Castle Fiber?

Crown Castle Fiber has been the brand name for our entire fiber solutions business, which includes various companies Crown Castle has acquired in recent years (including Fiber Technologies Networks, L.L.C.; Fibernet Direct Texas LLC; Fibernet Direct Florida LLC; Wilshire Connection, LLC; Lightower Fiber Networks I, LLC; Lightower Fiber Networks II, LLC; and Sunesys, LLC). As a result of a merger transaction effective January 1, 2019, Crown Castle Fiber LLC is now the successor in interest to each of those former affiliates, and the legal entity delivering our fiber products nationwide.

E-Rate Expertise

E-rate, the schools and libraries Universal Service support mechanism, provides discounts to assist eligible schools and libraries in the United States in obtaining affordable telecommunications and internet access solutions. With participation in the E-rate program for over 18 years and dedicated E-rate personnel, we are experts in the field aiding our customers to participate in the program through a seamless process. One of Crown Castle's prime missions is to provide fiber based WAN services for academic institutions through this E-rate program. Crown Castle currently serves over 500 educational institutions and is among the top 10 service providers across the country for E-rate funding.

Bidding entity: Crown Castle Fiber LLC

SPIN (498 ID) # 143005274

FCCRN # 0006-2544-03

Green Light Status

The screenshot displays the FCC Registration System (CORES) interface. At the top, the FCC logo and 'Commission Registration System (CORES)' are visible. Navigation links include 'Associate Username to FRN', 'Manage Existing FRNs & FRN Financial', 'Register New FRN', 'Reset FRN Password', and 'Search for FRN'. The user is logged in as 'fernanda.bieh@crowncastle.com'. The 'FCC Registration' section shows the path 'FCC > FCC Registration > Manage Existing FRNs > FRN Financial'. The 'FRN Financial' section has a 'Manage FRNs' button. A table lists FRN information with columns: FRN, FRN Name, and Red Light Status. One entry is shown for FRN 0006254403, Crown Castle Fiber LLC, with a 'Green Light' status. A green box highlights the 'Green Light' status. The footer indicates 'Showing 1 to 1 of 1 entries (filtered from 12 total entries)'.

FRN	FRN Name	Red Light Status
0006254403	Crown Castle Fiber LLC	Green Light

References

12 Sites - Dark Fiber Connectivity
Original Contract Amount \$1,200,000

Yevgeniy Sklyar, Technology Infrastructure Manager
Danbury Board of Education
sklyay@danbury.k12.ct.us
203-790-2684 or 203-994-4050
Administrative Center
63 Beaver Brook Road
Danbury, CT 06810

40 Sites - Dark Fiber Connectivity – previously 10GB Connections
Original Contract Amount approximately \$3,000,000

Shawn Flynn
IT Manager
City of Hartford / Hartford BOE
sflynn@hartford.gov
260 Constitution Plaza
Hartford, CT 06103
(860) 757-9499

40 Sites – 10GB Connections back to (2) Separate Head Ends
Original Contract Amount approximately \$3,000,000

Allen Fuchs
Chief Information Officer
Bridgeport Public Schools
280 Tesiny Avenue
Bridgeport, CT 06606
afuchs@bridgeportedu.net
203-275-1137

Account Management

Crown Castle will provide the City of Waterbury with a dedicated account team that will support the newly proposed solution from Point of Sale and through Implementation.

- VP National Fiber Sales – Troy Knuckles
- Regional Head of Enterprise Sales – Al Maitino
- Director Enterprise Sales – Curt Fox
- Enterprise Account Executive – Bob David
- Head of Sales Engineering – Massimo Cardarelli
- Manager Sales Engineering – Jason Ewing
- Director Project Management – Darrin Smith
- Head of Client Services – Michael Nicolosi

Most of the team members retain over 10+ years of telecommunication experience. The Account Team will follow the proposed solution from Point of Sale and through Implementation. Crown Castle has provided a partial list of the requested Resumes and has provided this as a separate attachment.

Crown Castle Fiber LLC has no conflicts of interest in supplying the following response.

3. Statement of Qualifications and Work plan

Company Experience

Crown Castle is a fiber solutions provider with a 25-year history of owning and operating communications infrastructure across the country. We work closely with our customers to build a solution that allows them to run their organizations today, while setting the stage for tomorrow's most transformative innovations. Through organic growth, strategic mergers and acquisitions, and an unwavering commitment to customer support and satisfaction, Crown Castle has positioned itself as a top provider of mission critical networking and broadband services utilizing end-to-end fiber connectivity.

Crown Castle's network also offers unparalleled local density and route diversity. Crown Castle is also proud to be one of the only fiber providers who can operate in the power space and diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for their mission critical services. Crown Castle offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SONET, Video, Internet Access, and Collocation.

Crown Castle is committed to providing exceptional support and care to customers while ensuring industry-leading levels of service and reliability for their networks. At a time when the fiber industry is going through great changes, we're committed to being a dependable, stable partner that you can count on today, tomorrow, and for many years to come. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

Crown Castle continually receives the highest marks and reviews in the industry for our operations and customer support. Since 2009, Atlantic-ACM has ranked us first in the industry in categories including Network Performance, Provisioning, and Customer Service.

Qualifications

1. Can the vendor be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber or copper cuts by third parties, acts of God, or other Force Majeure events.	Yes
Please elaborate: Please see attached MTLA and Ethernet Supplement.	
2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	Yes
Please elaborate: Crown Castle will monitor and immediately triage all services 24x7x365. Please see attached Service Package .	
3. Can your company ensure Waterbury School District 99.95% for all telecommunication and/or Internet service availability during, each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds	Yes See Notes
Please elaborate: Please see attached MTLA and Ethernet Supplement	
4. Is your company able to provide immediate notification to Waterbury School District network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within Waterbury School District? What method do you propose for outage contact?	Yes
Please elaborate: Crown Castle will notify the designated POC of the Waterbury School District on circuit degradations and or outages for Crown Castle contracted services. Crown Castle will call the POC with Email notifications.	
5. Please provide the process for Waterbury School District to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.	Yes
Please elaborate: Waterbury School District should call the Crown Castle NOC at 1-855-93FIBER Crown Castle has provided its Service Package with all contact instructions and	

Service

Metro Advanced Private Line

Services:

1x 10-Gb PT-PT (Metro Advance Private Line)

116 Beecher Ave, 1st Flr, Waterbury-
236 Grand St, 3rd Flr, Waterbury - WTRBCTG2MH5

Description:

Crown Castle will build the outside plant fiber infrastructure network into the remote location. The location will have a single point of entrance from the outside plant. Metro Advanced Private Line is a private Ethernet (layer-2) network with dedicated fiber between the location without touching neither a Central Office nor a POP (point of presence). All services will aggregate at 236 Grand St. where Crown Castle will provide the Client side terminations to the City of Waterbury. Crown Castle will manage this private network using an outbound management with a fiber link between from 236 Grand.

Equipment

Crown Castle will install MRVOSV8 node at the remote location. This small demarcation switches will utilize <10A 120VAC within a small space. Crown Castle will provide 10Gbps Single Mode 1310nm client terminations.

Crown Castle will install a new MRV9244 node at the 236 Grand location, existing node is at/or near exhaust. Crown Castle will provide a 10Gbps Single Mode 1310nm client termination. Customer to provide rack space and power.

Crown Castle has provided a Logical and Physical diagram as separate attachments

All Crown Castle installed assets are owned, operated and maintained by Crown Castle.

Work Plan / Project Plan

Build Timeframe

The network is estimated to be complete approximately 120-150 days after the execution of an agreement.

Estimated Time Frame:

- ⤴ Day 1-Order signed
- ⤴ Day 3-Order verified, and, in the system, task assignments begin
- ⤴ Day 15-Initial engineering package to build laterals completed, submit to APS, local Agencies, etc.
- ⤴ Day 30-Engineering of fiber splicing and patch installation completed, assign tasks to splicing teams, schedule for after lateral build is completed
- ⤴ Day 45-Follow up on new lateral applications, work through any concerns that any of the various agencies have
- ⤴ Day 50-Verify BOM with vendor, place order for appropriate fiber and equipment (fiber termination panels)
- ⤴ Day 80-Receive approval for build of new lateral, finalize construction design, and submit order to 3rd party construction firm
- ⤴ Day 85-Lateral builds begins
- ⤴ Day 100-Schedule splicing to coincide with completion of lateral build
- ⤴ Day 120-Lateral build complete
- ⤴ Day 125-Splicing complete, testing of fibers can begin
- ⤴ Day 140-Testing of fibers complete, test results recorded.
- ⤴ Day 145-Hand-over of network to customer
- ⤴ Day 150 Customer accepts network, billing begins

**Installation timeframes are estimations; each location will vary with many locations becoming active within a shorter installation interval.

Project Plan

Crown Castle has provided the following Project Plan in accordance with the specific Phase schedule

Phase I – WAN Design and Project Management

Phase II – Site by Site Physical Installation

Phase III – Preliminary System Testing

Phase IV – Full System Cutover

Phase V – Final System Testing

Phase I: Crown Castle will Engineer, build and construct the infrastructure necessary for a single point of entry into the location specified in the RFP.

Phase I Components

Project Plan

Summarized below are the “key” milestones and activities that make up a significant portion of the implementation timeline for network installation. In addition to a project manager, the customer will also be assigned a customer relations representative. The plan below is flexible and Crown Castle can adjust to meet the needs of the customer should you desire to meet with a project manager and other project team members more or less often.

“Key” milestones associated with the Project Plan:

Kickoff meeting: Once a signed contract is received, the designated project manager is assigned to the project and will schedule a kickoff meeting with all parties involved in the installation. Timelines and milestones will be discussed and agreed upon. Space and electrical requirements will be discussed for each individual site. Priority sites will be identified and receive precedence. Ongoing updates will be provided by the assigned project manager.

Aerial Network Extensions: This activity covers all required engineering, design, and documentation, the formal Right of Way and Municipal consent applications and approvals and the physical installation of the fiber optic cabling on utility infrastructure.

Building Entry Construction: Crown Castle will perform site surveys and document all engineering and construction work required to physically install the fiber optic network including outside conduit and inside extended wiring.

Splicing Termination and Testing: This activity takes place once construction of the aerial network and building entries are completed. Proposed WAN undergoes testing, acceptance and turn up.

Turn Over and Billing: Crown Castle will coordinate all testing of the network with the customer. Once the WAN is performing as contracted, Crown Castle will turn over the network to the customer and initialize billing.

Each of the above milestones includes numerous activities that will be completed by Crown Castle across the design/engineering and construction of the network:

Phase II: Crown Castle will pull in lateral cables within the single POE. Crown Castle will provide all of the construction, fusion splicing to connect the location in accordance with KMZ diagrams. Crown Castle will terminate into a Crown Castle installed POE Pull/Splice box and extend to the final demarcation location. Crown Castle will install a small Fiber Distribution Panel for a proper demarcation within customer choice location

Phase II Components

Fiber Route: The Fiber Route consists of all buildings, streets, poles, conduits and manholes used for routing connectivity. The routing shall include:

- Overall Route Survey
- Trunk and Lateral Cabling Distances
- Pole & Span Measuring
- Conduit Evaluations
- Drafting and Strand Maps
- Ownership Submittals

Make Ready: Make Ready consists of all engineering and submittals for making the system compliant with the utilities guidelines for attaching or having fiber cable in the communications space. The make ready engineering shall specify:

- Cable Clearances
- Utility Pole Replacement
- Conduit and Pole Permits

Service Entrance: Service Entrance Engineering determines where the service enters and terminates in a structure. The Service Entrance Engineering shall include:

- Service Entrance Surveys
- Service Entrance Drawings

System Construction

Crown Castle shall provide all construction and make ready necessary to establish the service.

The following procedures shall be taken prior to installation:

- Develop a comprehensive overall design package
- Obtain all necessary permits
- Organize and direct pre-construction meetings
- Obtain all necessary insurance and bonding

Our services during the installation phase shall include:

- Initial Project kick-off review meeting with the customers project staff
- Site visits with the customers project staff
- Contract schedule and equipment delivery monitoring
- Shop drawings and submittals review
- System design updates
- Make-ready pole work
- Demarcation extensions in each building to the predetermined equipment rack location
- System stranding and accessories
- Optical cabling and accessories to provide single mode fiber to each building
- Splicing
- Final system testing
- Power Meter
- OTDR

Phase III: Dark Fiber attributes will meet or exceed Corning SMF-28 qualifications of Single Mode ITU G.652 compliant for spectrums between 1300-1550nanometers. Crown Castle will test each splice upon completion to ensure <.20dbm of loss. Crown Castle will complete a final end to end Power loss of each location. Crown Castle will provide these statistics to the City of Waterbury for acknowledgement. Crown Castle will rigorously test all fiber and Layer 2 10G Ethernet paths. RFC 2544 testing of the circuit (sample RFC testing below). Crown Castle's dedicated Test and Turn Up group will work with Field Operation in the testing stages.

Phase III Components

Loss Estimates: The Loss Estimates shall be calculations based on the actual field conditions that will show the estimated loss and dispersion characteristics for each link. The calculations show:

- Fiber Optic Attenuation
- Fiber Optic Connector Loss
- Splice Loss
- Total Passive System Attenuation
- Chromatic Dispersion (where applicable)

Phase IV: Crown Castle will ideally have new terminations to the City of Waterbury Switch/Router gear running in parallel to the production traffic. The optical interfaces being turned up to all locations and active during the initial installation of the infrastructure. Crown Castle would then provide the City of Waterbury with telephonic technical support with a prearranged, dedicated Provisioning Engineer and on-call Field Technicians during the mutually acceptable and pre-determined maintenance window(s). City of Waterbury will move embedded production traffic to the Crown Castle 10G Ethernet network. Crown Castle will mark all circuits as live in order for the Crown Castle Network Operations Center to properly identify and triage circuit degradations and/or outages.

Phase V: Crown Castle will provide non-intrusive monitor Layer 2 Ethernet transmissions on the network. Crown Castle will deploy Field Operations to fix any Ethernet / Dark Fiber issues, optical degradations, spectral issues, hardware failures and to participate in testing procedures.

5. Information Regarding: Failure to Complete

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?

None.

- b. Have you ever defaulted on a contract? If so, where and why?

None.

- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

From time to time, Crown Castle is involved in routine legal proceedings, but none that are material to the daily operations of the company. As such, we do not provide our customers with a list of outcomes or details pertaining to our litigations. Crown Castle is not involved in any pending litigation that would materially affect its ability to provide services to the City of Waterbury in accordance with any contract ultimately negotiated by and among the parties.

- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

None.

- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

None

- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

None.

- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

None.

6. Exceptions & Alternatives

Legal:

Professional Services Agreement, Section 13.2. Consistent with our existing Agreement with the City of Waterbury, Agreement ITB No. 6048, we propose that Section 13.2 read as follows:

13.2. Termination for Convenience of the City. The City may terminate this Contract for Convenience, with 30 days 'written notice to the Consultant, after two (2) years of Execution of this Contract by the Mayor. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

Insurance:

- Certificates will not include cancellation notice modified from standard Acord wording. The broadest notice of cancellation we can have the policies endorsed to include is 30 days prior written notice for any cancellation other than non-payment of premium in which a ten day notice shall apply. Endorsement will include any failure of insurer to provide such notice will not invalidate the cancellation.
- We will only provide COIs and applicable endorsements. We will not release full policies other than the Builders Risk. We can make policies available for review however at a mutually acceptable location.

7. Additional Data

Product details

Ethernet

Ethernet has become the go-to technology for high-performance, reliable, and cost-efficient connectivity. Healthcare providers use it to connect imaging facilities to hospitals and improve patient care, while banks rely on its ability to cost-effectively connect branches with regional headquarters.

Our Ethernet solutions combine the reliability and ubiquity of Carrier Ethernet with next-generation metro area transport technology. The result is an efficient, fully restorable network that's easy to manage and ready for any vertical or application requirement. Additionally, the natural flexibility of Carrier Ethernet allows us to offer you a range of solutions that give you varying levels of control to meet the bandwidth and security requirements you need—today and in the future.

Our business Ethernet solutions include MetroE Advanced Private Line, E-Line, Ethernet Virtual Private Line (EVPL), and Ethernet Private LAN (E-LAN). With support for Layer 2 point-to-point, point-to-multipoint, and multipoint-to-multipoint

topologies, you can seamlessly extend your Ethernet network from your building into the metro area and beyond.

With a private, diverse fiber backbone, along with protected access options, we offer a robust solution set for your business continuity requirements. With approximately 80,000 route miles of fiber across every major metro area, you'll be tapping into one of the largest, densest Ethernet footprints in the country.

Our fully staffed Network Operations Center and locally based service teams proactively monitor your fiber network around-the-clock and respond to changing circumstances—giving you unmatched reliability and peace of mind.

More than
25 Years
of Expertise

NYSE
S&P 500

Our Solutions

- › Towers
- › Small cells
- › Dark Fiber
- › **Ethernet**
- › Wavelength
- › Managed SD-WAN
- › Internet Access
- › Private Networks
- › Colocation
- › Cloud Connect
- › Optical Encryption
- › DDoS Defense
- › Ultra-low Latency
- › Video Transport

“

Crown Castle has taken away the pain points when it comes to bringing in new applications. We've been impressed with their level of customer service on every level, and have been very happy with the performance and service of our network.

GREG KLOPP

Information Technology, Hershey Entertainment & Resorts

Key Benefits

- Seamless interconnection with no additional equipment on your premises, reducing equipment capital costs
- Simple installation and turn-up with no protocol conversion
- Easier installation and management allows for rapid provisioning compared to other platforms
- Flexible bandwidth allows you to pay as you grow
- Scalability for long-term network evolution connectivity

Key Features*

- Speeds from 10Mbps to 100Gbps
- Switched and dedicated bandwidth configurations
- Dedicated access links with multiple protection options
- Bandwidth on Demand gives you the agility and control you need to upgrade bandwidth in near real-time
- Standards-based IEEE Ethernet service for Layer 2 transport
- 802.1Q VLAN and 802.1 QinQ tunneling supported
- MEF Carrier Ethernet 2.0, MEF 9, and MEF 14 certified technology
- 24/7 network monitoring

**Not all features are available in all markets. Please contact your sales representative for more information.*

Our Solution

- Our Ethernet solutions enable the extension of dedicated or virtual LAN infrastructures for WAN connectivity, with committed information rates from 10Mbps to 100Gbps and guaranteed network performance.
 - E-Line: Dedicated UNIs for point-to-point connections—simple and secure
 - EVPL: A flexible, virtualized option allowing multiple applications and connections to run over a converged interface
 - E-LAN: Transparent LAN service and multipoint VPNs
 - MetroE Advanced Private Line: Private Ethernet delivered over dedicated fiber with switches deployed at each end-user location across a metro area.
- Four Classes of Service provide the routing options necessary to manage traffic while ensuring application performance:
 - Mission Critical: Ultra-high availability, superior performance, lowest latency
 - Business Critical: High-availability, high-performance
 - Business Priority: Enhanced performance
 - Standard: Standard performance



SPECIFICATION	METRO-E ADVANCED PRIVATE LINE	E-LINE	EVPL, E-LAN
Technology	Layer 2 Ethernet over private fiber	Layer 2 Ethernet over DWDM or fiber	Layer 2 Ethernet over MPLS or fiber
Throughput	1Gbps - 10Gbps	50Mbps - 100Gbps	10Mbps - 10Gbps
Interface	10 GigE	GigE or 10 GigE	GigE or 10 GigE
Framing	Jumbo Frames up to 9100	Jumbo Frames up to 9100	Jumbo Frames up to 9100
Network Management	24/7 monitoring and surveillance	24/7 monitoring and surveillance	24/7 monitoring and surveillance
Network Options	Metro configurations	Long-haul and metro configurations	Long-haul and metro configurations
Availability	Available at most on-net locations throughout the Crown Castle network	Available at most on-net locations throughout the Crown Castle network	Available at most on-net locations throughout the Crown Castle network
Architecture	Point-to-point	Point-to-point	Point-to-point, point-to-multipoint, multipoint-to-multipoint



Crown Castle owns, operates and leases more than 40,000 cell towers and approximately 80,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology, and wireless service—bringing information, ideas, and innovations to the people and businesses that need them.

Sample Test Results

Print date : 11/01/2017 22:59

File : wnecdkspr.00007 p-1.sor.pdf

VIAT

Cable Id : wnecdkspr.00007

Fiber Id : PORT 1

Location A : 1215 wilberham rd.sprgld.ma

Location B : 593 longmeadow rd.sprgld

Job Id :

Technician Id : Tim A

T-BERD 2000 (S/N 15475)

4128 LA (S/N 8225)

Date : 11/01/2017 22:58

Setup

OTDR

Alarms

Thresholds

None

Summary

Filename	Laser nm	Link Loss dB	Link Opt Fiber End dB ft	Direction	EventAlarms
wnecdkspr.00007 p-1.sor	1310	7.924	31.38 62507.87	1215 wilberham rd.sprgld.ma -> 593 longmeadow rd.sprgld	3



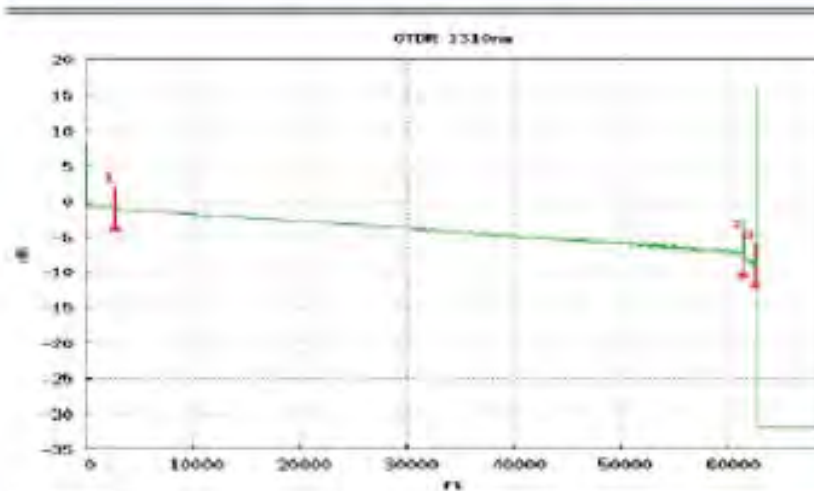
2773.10



61414.58



62507.87 ft



Event	Distance ft	Loss dB	Reflect. dB	Slope dB/km	Section ft	T. Loss dB
1	2773.10	0.078		0.585	2773.10	0.278
2	61452.25	1.252	-50.15	0.347	58679.15	6.506
3	62507.87		> -9.02		1055.62	7.924

OTDR TEST RESULT SAMPLE

Sample Test Results

RFC 2544 Ethernet Test Report

Configuration Name	lg test
Customer	NYSE-Euronext
Technician	Adam Cohen
Location	777 Central Blvd
Comments	36244-et
Date	09/28/2012
Time Start	04:54:17 PM
Time End	05:09:46 PM
RFC 2544 Mode	Symmetric
Test Instrument Name	T-BERD/MTS5800
Serial Number	WMDFO100820045
Software Revision	BERT 3.0

RFC 2544 Ethernet Test Report

Test Set Setup

Termination	1GigE Layer 2 Traffic Term
Pause Advrt	Both
FDX Capable	Yes
HDX Capable	Yes
Framing	DIX
Encapsulation	None
Source Address	00:80:16:8A:69:90
Destination Address	00:80:16:8A:69:9D

Auto Negotiation Status

Pause Capable	Both Rx and Tx
FDX Capable	Yes
HDX Capable	Yes

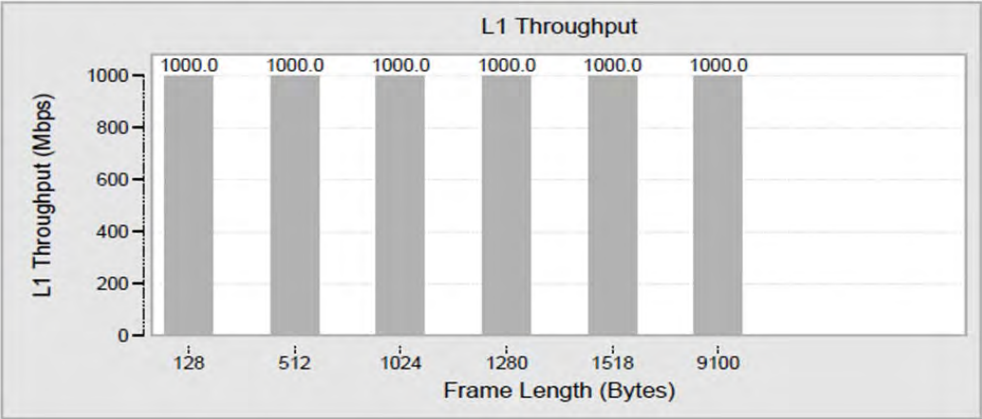
Test Configuration

Tests to Run	Throughput Latency (RTD) Frame Loss Rate
Maximum Test Bandwidth	1000.00 Mbps
Frame Lengths	128, 512, 1024, 1280, 1518, 9100
Bandwidth Measurement Accuracy	To within 0.01 (Mbps)
Throughput Zeroing-in Process	RFC 2544 Standard
Throughput Frame Loss Tolerance	0%
Throughput Trial Duration	20 seconds
Throughput Pass Threshold	Not Selected
Number of Latency (RTD) Trials	2 trials
Latency (RTD) Trial Duration	20 seconds
Latency (RTD) Load	100%
Latency (RTD) Pass Threshold	Not Selected
Frame Loss Test Procedure	RFC 2544
Frame Loss Trial Duration	20 seconds
Frame Loss Bandwidth Granularity	100 Mbps

Sample Test Results

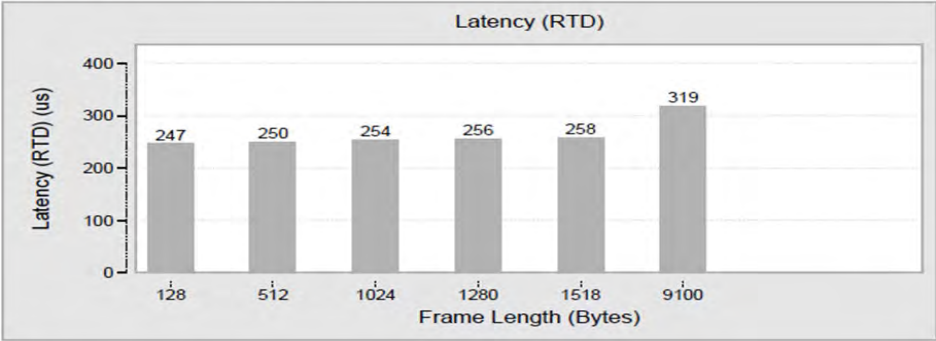
RFC 2544 Ethernet Test Report

Throughput Test Results:



RFC 2544 Ethernet Test Report

Latency (RTD) Test Results:



Frame Length (Bytes)	Latency (us)	Measured L1 Rate (Mbps)	Measured L1 (% of Line Rate)	Measured Rate (frms/sec)	Pause Detected
128	247	999.96	99.996	844561	No
512	250	999.96	99.996	234953	No
1024	254	999.96	99.996	119727	No
1280	256	999.96	99.996	96150	No
1518	258	999.97	99.997	81272	No
9100	319	999.99	99.999	13706	No

Sample Circuit Completion and Activation Notice



Circuit Completion and Activation Notice Design Layout Record (DLR)

March 3, 2019

Best Customer Ever
1234 Anystreet
Anywhere, MA 12345

It is a pleasure to inform you that your Crown Castle service as described below has been completed. Your Service/Circuit ID is listed below. Please refer to this ID number for all future inquiries regarding this service. The billing commencement date is 03/17/2017.

Sincerely,

Anyone Positive
Project Manager
Phone: 123-456-7890
E-mail: anyone.positive@crowncastle.com

ORDER DETAILS

Summary:	Install 10Gig MPON protected with single lateral into 1234 Acme Rd, 6th Fl, Arlington VA 22206		
Service Number:	S111111	Customer Order #:	
CC CCID:	111111-ET-AAAAAAA2-AAAAAAA6	Cust Circuit ID:	
Order Type:	New Service		
Service Category:	Wavelength	NRC:	\$0.00
Service Type:	MPON Node	MRC:	\$9,250.00
Service Speed:	10Gbps	Term:	60
VLAN ID:		Bill Start:	03/17/2017
		Service Exp:	03/16/2022
Location A:	1234 Acme Rd 6th Floor Arlington, VA 22206	Location Z:	1625 N Roadrunner Dr 1st Floor Arlington, VA 22205
Demarc:		Demarc:	
Rack:	customer rack	Rack:	customer rack
Shelf:	AAAAAA2N71	Shelf:	AAAAAAA6N71
Port:	Slot 1 port 17/18	Port:	Slot 1 port 17/18
Other CFA:		Other CFA:	
Client Interface:	10 Gige (Single Mode) -LC	Client Interface:	10 Gige (Single Mode) -LC
Extended Demark:		Extended Demark:	One lateral in via 1625
Roadrunner,			
			one in via 1701 Roadrunner
Comment			

CUSTOMER CONTACT INFORMATION


Name:	Wile E. Coyote	E-mail:	wecoyote@bce.com
Job Title:	Network Architect	Phone:	123-456-7890
Type:	Primary Technical Contact	Cell:	987-654-3210
Name:	Road Runner	E-mail:	rrunner@acme.com
Job Title:	Network Administrator	Phone:	222-333-4444



Crown Castle Fiber Customer Center Portal

The Customer Center portal provides around the clock access to information about your services from Crown Castle Fiber, including Billing, Orders, Services, Support and your Account Team contacts. Below are some sample screen shots.

[Your email address] [Current Account Loaded] - LOG OUT



CUSTOMER CENTER

BILLING- ORDERS SERVICES- SUPPORT- ACCOUNT TEAM MY PROFILE

ACCOUNT ADMIN -

How do I use this page?


Signed in successfully.

BILLING

View and print up to six months of billing history. View and print up to six months of billing history.

RECENT INVOICES


ALL INVOICES >



ORDERS

View order history and current order status.


ALL ORDERS >



SERVICES

View service history, details, and statuses.


ALL SERVICES >



SUPPORT

View up to six months of support ticket history and statuses.

GET SUPPORT >



NOTIFICATION CENTER


You have 0 message(s).

NO MESSAGES >

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Crown Castle Terms of Use

Crown Castle Contacts
Crown Castle NOC: (855) 93-FIBER
Crown Castle Billing: (855) 91-FIBER

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Services Screen: Circuit View example. Click any circuit to see specific Service Details

Circuit ID	Service Number..	Order Number	A Location	Z Location
26855-ET-GDTWNYAH-W	NE	O33607NE	131 Locust Ln, 1st Floor, Newburgh, NY 12550	400 Hamilton Ave, 3rd Floor,
26883-ET-GDTWNYAH-W	HV	O33569HV	131 Locust Ln, 1st Floor, Newburgh, NY 12550	400 Hamilton Ave, 3rd Floor,
26884-ET-GDTWNYAH-W	HV	O33569HV	131 Locust Ln, 1st Floor, Newburgh, NY 12550	400 Hamilton Ave, 3rd Floor,
26161-ET-COLNNYKS-H...	NE	O33600NE	1146 Route 9 G, 1st Floor, Hyde Park, NY 12538	2 Kross Keys Dr, 1st Floor, A
26885-ET-GDTWNYAH-W	HV	O33570HV	131 Locust Ln, 1st Floor, Newburgh, NY 12550	400 Hamilton Ave, 3rd Floor,
26886-ET-GDTWNYAH-W	HV	O33570HV	131 Locust Ln, 1st Floor, Newburgh, NY 12550	400 Hamilton Ave, 3rd Floor,
26125-ET-COLNNYKS-M...			31 Baileys Gap Rd, 1st Floor, Highland, NY 12528	2 Kross Keys Dr, 1st Floor, A
26993-ET-COLNNYKS-SF...	S39271HV	O33548HV	12 Hammond Hill Rd, 1st Floor, Millbrook, NY 12545	2 Kross Keys Dr, 1st Floor, A
26126-ET-COLNNYKS-M...	S39308NE	O33599NE	201 Baileys Gap Rd, 1st Floor, Highland, NY 12528	2 Kross Keys Dr, 1st Floor, A
26994-ET-COLNNYKS-SF...	S39371HV	O33549HV	12 Hammond Hill Rd, 1st Floor, Millbrook, NY 12545	2 Kross Keys Dr, 1st Floor, A

Sort Ascending
Sort Descending
Columns
Unlock
Lock
Filters

Page 1 of 89

Displaying circuits 1 - 10 of 890

Click icon to open Service Statistics view.

Open NOC Ticket on any Circuit

Use advanced filters to search – Begin typing any Circuit ID to locate specific ID

Locate Circuits based on A and Z Locations

Orders Screen: Here you will find pending and completed order information. Need status of a current order? Simply click on the Order# in column 1 and it will then show all information pertaining to that order.

ORDERS:

Order #	Order Type	Status ↑	Term in Months	Creation Date	Completion Date
O9957HV	New Service	Complete		Oct 25, 2011	Nov 22, 2011
O9972HV	New Service	Complete		Oct 27, 2011	Mar 29, 2012
O9983HV	New Service	Complete		Oct 31, 2011	Nov 22, 2011
O9265HV	New Service	Complete		Jan 29, 2011	Aug 01, 2011
O9359HV	New Service	Complete		Jul 12, 2011	Oct 06, 2011
O9360HV	New Service	Complete			Oct 06, 2011
O9402HV	New Service	Complete	60	Ju	Aug 01, 2011
O9406HV	New Service	Complete	60	Ju	Aug 31, 2011
O9410HV	New Service	Complete	60	Ju	Aug 01, 2011
O9411HV	New Service	Complete	36	Ju	Aug 02, 2011

Sort Ascending
Sort Descending
Columns
Unlock
Lock
Filters

Page 1 of 78

Displaying orders 1 - 10 of 772

Advance/Go Back by page when searching numerous records

Use advanced search features to sort or filter by status. Contact your CSM for order type definitions.

CROWN CASTLE

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Support Screen: This section of the site will allow you to create a new ticket, view pending and closed tickets, and interact directly with the NOC via integrated messaging.

Link to specific ticket detail

Use advanced filters to narrow results

Sort by Circuit ID

Ticket #	Status	Trouble Reported	Start Date	Service ID	Circuit ID	Customer Circuit ID
LT1436135	Closed	Sort Ascending	Jul 07, 2014		1006-OC12-AVONM...	
LT1435764	Closed	Sort Descending	Jun 27, 2014		13/HFGS/003275/OED	
LT1435556	Closed	Columns	Jun 23, 2014		26857-ET-GDTWNY...	
LT1435401	Closed	Unlock	Jun 20, 2014		12273-ET-AVONMAC...	
LT1433736	Closed	Lock	May 20, 2014		26181-ET-COLNNYK...	
LT1433456	Closed	Filters	May 14, 2014		12275-ET-AVONMAC...	
LT1433195	Closed	Other		<input type="checkbox"/> Closed	25424-t3z-mdtwnyxa...	
TEST143...	Closed	Service Down		<input type="checkbox"/> In Progress	26987-ET-COLNNYK...	
LT1432940	Closed	Service Down		<input type="checkbox"/> Pending Customer Call Back	26634-ET-MONRNY...	
LT1432436	Closed	Service Down		<input type="checkbox"/> Resolved	1001-DS3-PHLAPAF...	

Page 1 of 7

Displaying orders 1 - 10 of 70

NOC Messaging Screen: Create Notes and view comments history.

Create Note:

Submit

Customer Updates

Crown Castle Comment At : 9/13/2017 12:09 PM
You ticket is now resolved and set to a closed status. Results: Message sent successfully.

Customer Comment At : 9/12/2017 4:21 PM
Thank you, you can close out this ticket!

Crown Castle Comment At : 9/12/2017 4:18 PM
Greetings, We do see the following comments in the notes section of our ticket: "Miles and I were doing a test of the NOC comment feature of the portal. Please let me know if you see the Customer Comments in this dialogue." Regards, Lighttower NOC Results: Message sent successfully.

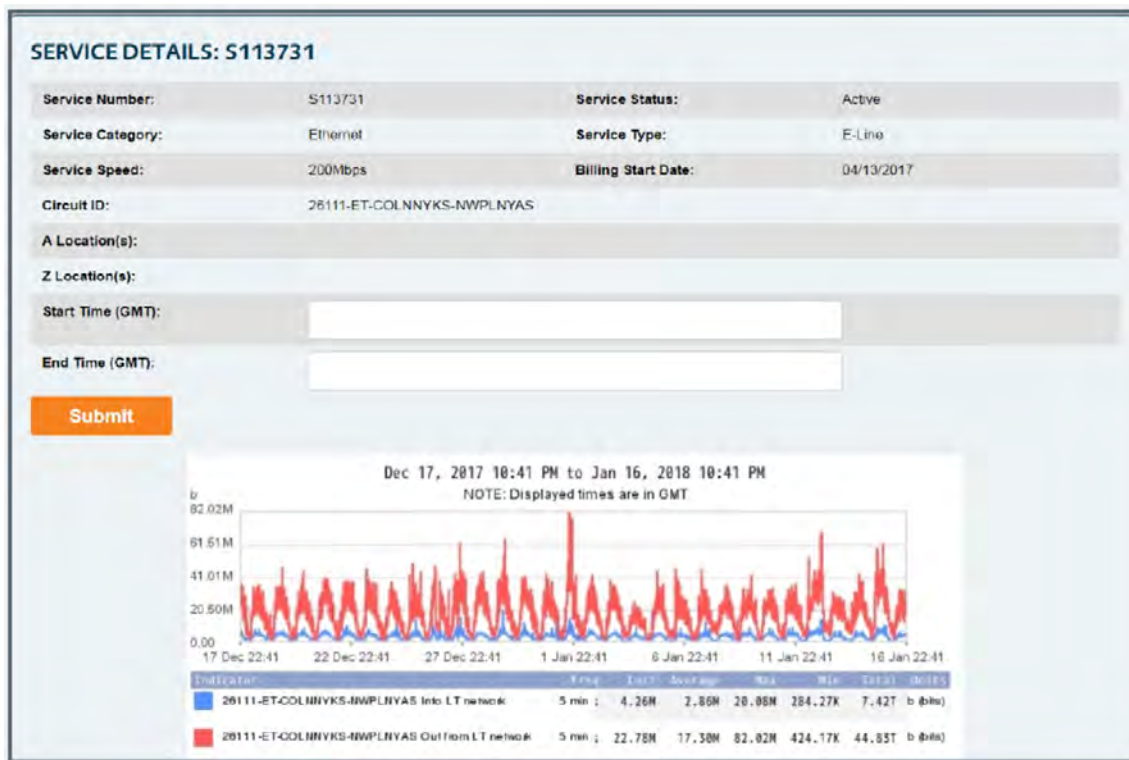
Customer Comment At : 9/12/2017 4:03 PM
Miles and I were doing a test of the NOC comment feature of the portal. Please let me know if you see the Customer Comments in this dialogue.

Crown Castle Comment At : 9/12/2017 3:58 PM
Greetings, We are currently showing the hand off to your equipment down located at 26 Broadway, New York, NY. You will want to verify your equipment at this location. Regards, Lighttower NOC Results: Message sent successfully.

Crown Castle Comment At : 9/12/2017 3:50 PM
Greetings, This ticket was opened via our customer portal, could you please provide some details as to what is wrong with the circuit? Regards, Lighttower NOC Results: Message sent successfully.

Customer Comment At : 9/12/2017 2:38 PM
Did the NOC get this?

Service Utilization Statistics Screen: Utilization graphs are real-time statistics that allow you to monitor and manage your E-Line and Internet service bandwidth more effectively. You will be able to see your information in easy-to-view graphs, and you can display your information across multiple time periods. :



***The above utilization graph is only an example. The Service Utilization Statistics Screen varies in certain Crown Castle Markets.

These graphs are useful for:

- Long Term Capacity Planning - Analyze you bandwidth across time to plan long-term resource allocation across your entire network.
- Short Term Capacity Management - View real-time graphs to understand how data is traversing your network, and optimize your connections accordingly.
- End-User Experience Management - Make sure your internal customers are satisfied by detecting performance fall-off early and taking preemptive action to resolve service degradations before end-users are impacted.
- Non-Intrusive Visibility - Unlike other network reporting tools, Crown Castle Fiber Network Statistics does not need an in-line probe. The equipment that we deliver your bandwidth on supports Network Reporting.
- Executive Reporting - Provide easy-to-view graphs of your network to your internal customers.

Crown Castle Fiber Utilization Bandwidth graphing is just one more tool that Crown Castle Fiber provides. It empowers you and your organization to more effectively deploy, manage, solve, and optimize your network environment.

Network Management Services for Monitoring and Alerting

Geographic Diverse Locations

Generator & UPS Protected Facilities
On-Net Network Connectivity

- Boxborough, Massachusetts
- Melville, New York
- Rochester, New York
- Doral, Florida

Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

Network Operations Center Systems and Tools

IBM Tivoli NETCOOL Network Management System

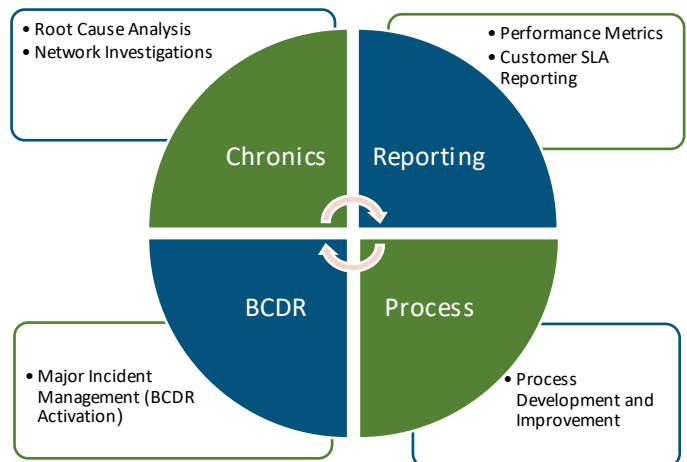
- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

Microsoft Dynamics CRM Ticketing System

- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets.

Systems & Tools

- Microsoft CRM
- NETCRACKER
- OSP Insight GIS System
- Operations Data Warehouse
- Traffic / Taper Reporting Tool



Crown Castle NOC Escalation List

#	Title	Name	Email	Office #	Cell #
1st	Shift Managers	On Duty	fibersupport@crowncastle.com	Primary: 1-855-93-FIBER Secondary: (844) 583-4237 Non-Toll Free: (845) 458-7799	
2nd	Manager, NOC Operations	Tommy Fay	Thomas.Fay@crowncastle.com	(631) 300-3783	(516) 987-3578
	Manager, NOC Operations	Steve Cassianos	Steve.Cassianos@crowncastle.com	(212) 337-4083	(646) 745-4023
3rd	Sr. Manager, NOC Operations	Miles O'Shaughnessy	Miles.OShaughnessy@crowncastle.com	(631) 300-3781	(631) 774-2412
4th	Director, Network Assurance	Steve George	Stephen.George@crowncastle.com	(978) 268-9370	(781) 254-8795
5th	Vice President, Customer Operations	Ravi Harcharan	Ravindra.Harcharan@crowncastle.com	(212) 337-4088	(917) 217-1136
6th	Vice President, Network Engineering & Operations	Chris Levendos	Chris.Levendos@crowncastle.com	(914) 908-1067	(914) 908-1067

Crown Castle Business Continuity

Today, there are many steps already being taken and actions defined within Crown Castle's standard operating policies and procedures that serve or act as business continuity guidelines.

- Diversity in Network Operations Centers from a systems and connectivity perspective, as well as geography.
- All NOC systems are supported by secondary power supplies, both UPS and generator.
- All NOC technicians are equipped with full remote secure logins and voice capability for remote access in all regions to perform their duties and responsibilities.
- Each region maintains maintenance spares depot for all core equipment technology hardware deployed within the network and region. Lessens our dependency on the manufacturer and decreases MTTR (mean time to repair).
- Operations team has a clear escalation and call-out policy and plan that is updated and reviewed weekly to determine coverage and back-up requirements.
- Emergency call-out agreements with retainer fees are established with prime vendors in all regions for support of the physical plant. This includes spare components and fiber cable to handle any network impact.
- All network equipment configurations are backed up and archived to facilitate immediate restoration in the event of network element failure.
- Establish a crisis conference bridge for all updates and information sharing during any event.

Response Highlights

HIGHLIGHT	YES/NO	COMMENTS
100% Owned Fiber	YES	All fiber spans/routes included in the Crown Castle response are owned and maintained by Crown Castle.
Dedicated Project Team	YES	Crown Castle will provide a dedicated Project Management team that will assist The City from start to completion, providing timely updates throughout the deployment of the new Network.
Implemented Networks of Similar Scope	YES	Crown Castle has deployed and is currently managing several large enterprise customers of similar size and scope.
Competitive Advantages	YES	<ul style="list-style-type: none"> • Crown Castle has extensive expertise and is solely focused on designing and deploying large, complex data networks for commercial corporations across all verticals, and other network providers. • Crown Castle designs networks for optimal latency measurements. • Crown Castle operates its own fiber plant and is not reliant on other network providers. We design our networks without reliance on carrier Central Offices. • Crown Castle core competency is building fiber into customer locations to create a complete design for the managed service. • Crown Castle will provide an experienced implementation team and 7x24x365 post cutover NOC support. • Crown Castle has standardized and offered the Ciena DWDM platform for years with over (800) Ciena 6500 Nodes deployed in our footprint.

Attachment

G. Crown Castle Service Package

Service Package

Thank you for choosing
Crown Castle Fiber as
your service provider.

welcome to CROWN CASTLE FIBER



Our Commitment to You: Service Excellence

Thank you for choosing Crown Castle Fiber Networks as your service provider. We value your business.

This Welcome Package will assist you in understanding the pre- and post-installation support process for your Crown Castle Fiber services.

Pre-Installation

A designated Crown Castle Fiber Project Manager will be your primary point of contact during the service delivery process. Additionally, your Crown Castle Fiber Account Executive is available to help you with general questions regarding your account.

Information will be provided via email as your order progresses and will include:

- > Order Confirmation – To let you know we have received your order and it is being entered into our order processing system and is being validated for accuracy
- > Order Validation – To let you know your order has been reviewed by your assigned Project manager and is ready to begin the installation process
Your Project manager name & contact information will be provided at this time
- > Firm Order Confirmation Date (FOC Date) – To let you know when you can expect your order to complete installation
- > Letter of Authorizations (LOA)
- > Fiber Engineering – To let you know when your order has reached the Fiber Design and Engineering phase
- > Fiber Construction – To let you know when your order has begun construction
- > Field Operations – To let you know when your order has been released to a CCF Field Technician to install any network equipment
- > Circuit Completion and Activation Notification – This will be your final communication letting you know that your circuit has been completed and is ready for you to use

Post-Installation

Once your Crown Castle Fiber service has been installed, tested and completed, you will receive a Circuit Completion and Activation Notice from your Project Manager. For assistance with circuit activation, please call Crown Castle Fiber at 855-93-FIBER, selection option 5, and then select option 1 for technical support, and then select option 1 to be connected to the Provisioning Activation and Maintenance team (ProvAM); this activation team may also be reached via email: FiberProvAM@crowncastle.com.

The Crown Castle Fiber Network Operations Center (NOC) is staffed 24 hours per day, 365 days per year and is always available to take your call for service related issues. See the next page for details.

Crown Castle Fiber

SUPPORT INFORMATION

Pre-Installation Support/Escalation Contact List

#	Title	Name	Email	Office #	Cell#
1st	Project Manager			NA	
2nd	Program Manager –Fiber Enterprise East/Central	Joe Aikins	Joe.Aikins@crowncastle.com	(978) 264-6835	(978) 621-2130
	Program Manager –Fiber Enterprise East	Michael Goedel	Mike.Goedel@crowncastle.com	(212) 324-5094	(347) 203-1694
	Program Manager –Fiber Enterprise South	Nicola Di.Tommaso	Nicola.Di.Tommaso@crowncastle.com	(786) 701-7291	(305) 607-2610
	Program Manager –Fiber Enterprise West	Christine D'Angelo	Christine.DAngelo@crowncastle.com	(213) 2047389	(208) 9948954
	Program Manager –Fiber Wireless	Lee Ann Hughes	LeeAnn.Hughes@crowncastle.com	(585) 697-5131	(585) 734-4309
	Program Manager –Fiber Small Cell	Debbie Prokopenko	Debbie.Prokopenko@crowncastle.com	(585) 568-8491	(585)-733-5063
	Program Manager –Fiber Wholesale	Thom Jay	Thomas.Jay@crowncastle.com	(978) 264-6084	(508) 740-9911
3rd	Manager Wireless Project Management -Fiber	Tracy Flynn	Tracy.Flynn@crowncastle.com	(585) 697-5176	(585) 402-2802
	Director Project Management –Fiber Enterprise	Darrin Smith	Darrin.Smith@crowncastle.com	(978) 264-6008	(781) 844-3608
4th	Vice President, Project Management	Ravindra Harcharan	Ravindra.Harcharan@crowncastle.com	(212) 337-4088	(917) 217-1136
5th	Vice President, Network Engineering & Operations	Chris Levendos	Chris.Levendos@crowncastle.com	(914) 908-1067	(914) 908-1067

Please escalate any issue formally, via email, to the appropriate Crown Castle escalation contact listed above.

Please be sure to include:

- > Name of customer organization and location(s) involved
- > Contact information: name, title, phone number, email
- > Order Number
- > Reason for the escalation, and the Crown Castle Fiber contact that this issue has previously been brought to the attention of
- > Desired outcome

Crown Castle Fiber

SUPPORT INFORMATION



New Service Activations Information

Crown Castle Fiber Customers: 1-855-93-FIBER (855-933-4237)

Provisioning, Activations and Maintenance: fiberPROVAM@crowncastle.com

Provisioning, Activations & Maintenance (PROVAM) Process

#	Title	Name	Email	Office #	Cell #
1st	Provisioning Engineer	NA	fiberPROVAM@crowncastle.com	1-855-93-FIBER	
2nd	Manager Provisioning Activations	Lars Sanden	Lars.Sanden@crowncastle.com	(978) 264-6065	(978) 895-1660
3rd	Manager Network Optimization	Jon Swanson	Jon.Swanson@crowncastle.com	(978) 264-6064	(617) 999-5389
4th	Director of Provisioning	Rob Poulton	Rob.Poulton@crowncastle.com	(978) 264-6814	(401) 952-3234
5th	Vice President, Network Engineering	Shawn Murray	Shawn.Murray@crowncastle.com	(720) 510-7412	(720) 510-7412
6th	Vice President, Network Engineering & Operations	Chris Levendos	Chris.Levendos@crowncastle.com	(914) 908-1067	(914) 908-1067

Crown Castle Fiber

SUPPORT INFORMATION



Trouble Reporting & Maintenance

Crown Castle Fiber proactively monitors our network 24 hours per day, 7 days per week and coordinates with customers prior to all testing, maintenance, and repair functions. These precautions help ensure that all services perform in compliance with their technical specifications.

If you should experience any problem with your service, please notify the Network Operations Center (NOC) immediately. Upon receiving your report, Crown Castle Fiber will immediately begin coordinating efforts to make appropriate repairs and restore service. A Crown Castle Fiber NOC technician will provide you with timely and continual updates throughout the entirety of your service inquiry.

You will be asked to provide the following information when opening a trouble ticket:

- > Name & company
- > Best phone number to reach company contact
- > Circuit ID or Crown Castle Fiber Order Number
- > Endpoints (A and Z locations) of the circuit
- > Nature of problem(s)
- > Time of occurrence

Emergency Contact Information

Crown Castle Fiber Customers: 1-855-93-FIBER (855-933-4237)

Non-Emergency Contact Information

For non-emergencies, please contact Crown Castle Fiber at the numbers above or via email: fibersupport@crowncastle.com

The Crown Castle Fiber NOC functions as the single point of contact for customer problem reporting, customer updates, and customer notifications regarding network maintenance. The NOC manages the resolution process throughout the life of the service issue or inquiry.

Crown Castle Fiber

SUPPORT INFORMATION



Existing Service: Crown Castle Fiber Escalation Process

In the event that you experience an issue that requires escalation, please reference the table below.

#	Title	Name	Email	Office #	Cell #
1st	Shift Managers	On Duty	fibersupport@crowncastle.com	Primary: 1-855-93-FIBER Secondary: (844) 583-4237 Non-Toll Free: (845) 458-7799	
2nd	Manager, NOC Operations	Tommy Fay	Thomas.Fay@crowncastle.com	(631) 300-3783	(516) 987-3578
	Manager, NOC Operations	Steve Cassianos	Steve.Cassianos@crowncastle.com	(212) 337-4083	(646) 745-4023
3rd	Sr. Manager, NOC Operations	Miles O'Shaughnessy	Miles.OShaughnessy@crowncastle.com	(631) 300-3781	(631) 774-2412
4th	Director, Network Assurance	Steve George	Stephen.George@crowncastle.com	(978) 268-9370	(781) 254-8795
5th	Vice President, Network Operations	Sheldon Jordan	Sheldon.S.Jordan@crowncastle.com	(786) 701-7404	(305) 206-2976
6th	Vice President, Network Engineering & Operations	Chris Levendos	Chris.Levendos@crowncastle.com	(914) 908-1067	(914) 908-1067

Change Management Contact Information

Crown Castle Fiber Customers: (508) 621-1888

Non-Emergency Contact Information

For non-emergencies, please contact Crown Castle Fiber at the number above or via email: Crown Castle Fiber Change Management: fiberChangeMGMT@crowncastle.com

Change Management Escalation Process

#	Title	Name	Email	Office #	Cell #
1st	Change Management		fiberChangeMGMT@crowncastle.com	(508) 621-1888	
2nd	Manager, Change Management	Joanne Brock	Joanne.Brock@crowncastle.com	(585) 697-514	(585) 472-4596
3rd	Manager, Change Management & Tier III	Ben Davis	Ben.F.Davis@crowncastle.com	(212) 324-5077	(848) 466-0146
4th	Vice President, Network Operations	Sheldon Jordan	Sheldon.S.Jordan@crowncastle.com	(786) 701-7404	(305) 217-2976
5th	Vice President, Network Engineering & Operations	Chris Levendos	Chris.Levendos@crowncastle.com	(914) 908-1067	(914) 908-1067

An introduction to Crown Castle Fiber's Customer Center

The Crown Castle Fiber Customer Center is an online portal that provides access to information about your accounts, orders, services, support tickets, and your Crown Castle Fiber points of contact.

The Crown Castle Customer Center has been upgraded with a number of new services and features to better serve our customers. Features in the current version of Crown Castle Fiber's Customer Center include:

Feature	Feature Details
Billing	View or download current and past invoices in PDF format
Services	Get a quick inventory of current services and service status
Orders	View the status of pending or past orders
Support	View open or past support tickets and create new tickets
CCF Points of Contact	Contact your assigned Crown Castle Fiber <ul style="list-style-type: none"> • Account Executive • Client Services Manager • Project Manager delivering new services • Network Operations Center • Billing

How to Apply for a Customer Center Account

To apply for a new account, or add or remove users from an existing account or make other changes, please complete the embedded form directly below and email it to CustomerCenterHelp@crowncastle.com.

Note: Every customer MUST have at least one point of contact for administrative approval of all changes.

It may be possible to show performance statistics for certain services (equipment upgrades may be required in some situations). Please provide the following information in the 'Describe Other Change' box on the embedded form:

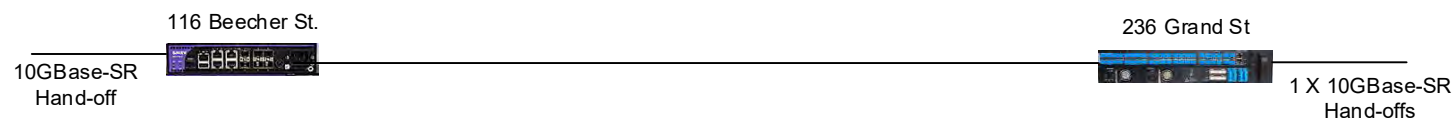
- > Service Number or Order Number (if the service has not yet been turned-up)
- > Circuit ID (for active services)
- > The A and Z locations of the circuit
- > Type of metrics requested
- > Any other relevant information

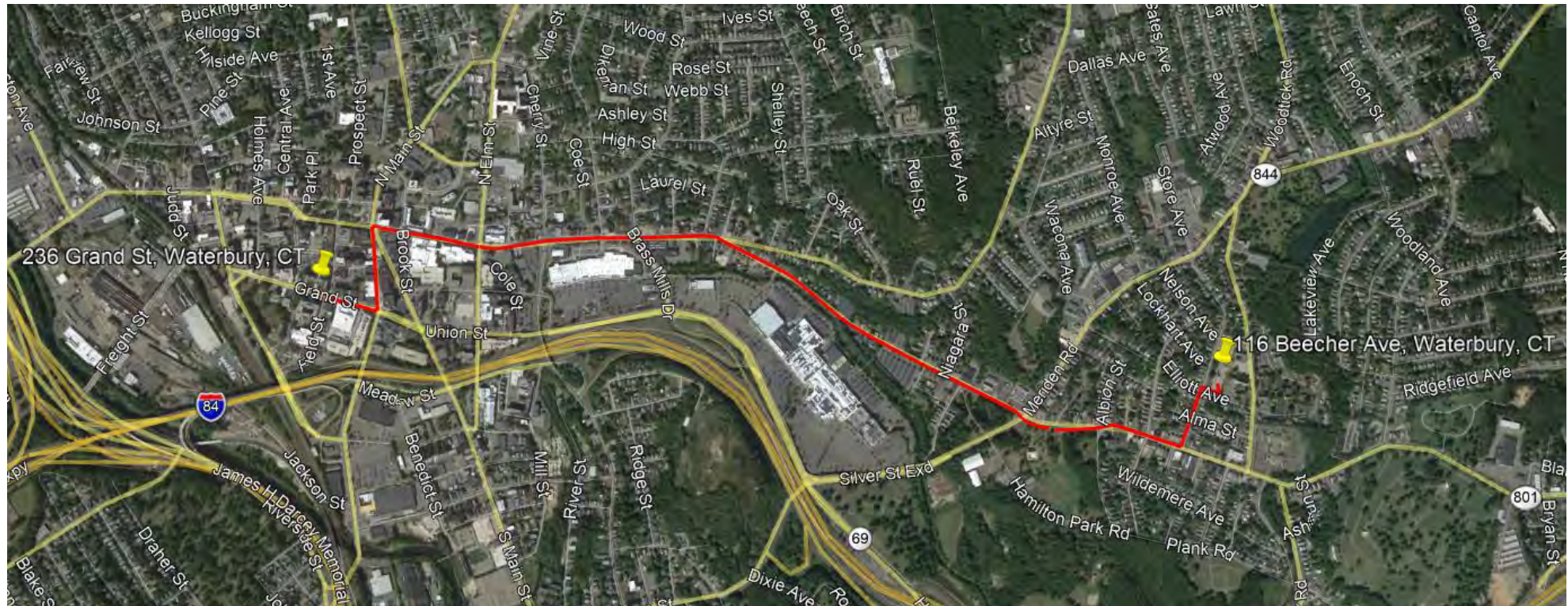
[Crown Castle
Fiber Customer
Center Account
Request/
Change Form](#)

Attachment

H. Crown Castle Network Diagrams

Waterbury Public School
1 X 10G Metro Ethernet Private Lines





Attachments

- A. Signature Forms
- B. -Reserved
- C. Declaration Signature Form
- D. Crown Castle MTLA
- E. Crown Castle Ethernet SLA Supplement
- F. Crown Castle Account Team Resumes
- G. Crown Castle Service Package
- H. Crown Castle Network Diagrams

Attachment

A. Crown Castle Completed Signature Forms

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

Crown Castle has the following services under contract with the City of Waterbury

Waterbury-City - Account Inventory - A32478

Order Number	Service Number	PON Number	Service Type	Service Category	Speed	MRC	Installation date	Expiration date	Provisioning Number	Circuit ID	LOCA	LOCZ	Status
O054197	S073465	14-9361	Point to Point	Dark Fiber	N/A	\$50.00	12/30/2014	12/1/2025	PD063220	CWTRDRK04HNV.00004	255 E Main St, 1st Floor, Waterbury, CT 06702	210 Bank St, 1st Floor, Waterbury, CT 06702	Active
O053948	S073463	14-9102	Point to Point	Dark Fiber	N/A	\$350.00	5/7/2014	5/7/2034	PD061618	CWTRDRK04HNV.00002	236 Grand St, 3rd Floor, Waterbury, CT 06702	210 Municipal Rd, 1st Floor, Waterbury, CT 06708	Active
O053947	S073462	14-9101	Point to Point	Dark Fiber	N/A	\$25.00	5/12/2014	5/12/2034	PD061617	CWTRDRK04HNV.00001	236 Grand St, 3rd Floor, Waterbury, CT 06702	1 Jefferson Sq, 1st Floor, Waterbury, CT 06702	Active
O053952	S073464	14-9107	Point to Point	Dark Fiber	N/A	\$50.00	5/13/2014	5/13/2034	PD061623	CWTRDRK04HNV.00003	255 E Main St, 1st Floor, Waterbury, CT 06702	1 Jefferson Sq, 1st Floor, Waterbury, CT 06702	Active
O057046	S083107	145217	Point to Point	Dark Fiber	N/A	\$25.00	3/22/2016	4/12/2036	PD068463	104228-DF-WTRBCTM2-WTRBCTM7	255 E Main St, 1st Floor, Waterbury, CT 06702	519 E Main St, 1st Floor, Waterbury, CT 06702	Active
O057046	S083108		Point to Point	Dark Fiber	N/A	\$25.00	4/28/2016	4/28/2036	PD068464	104229-DF-WTRBCTM5-WTRBCTM8	1985 Main St E, 1st Floor, Waterbury, CT 06705	1956 Main St E, 1st Floor, Waterbury, CT 06705	Active
O065649	S101622		Point to Point	Dark Fiber	N/A	\$50.00	10/31/2016	11/20/2036	PD087632	115107-DF-WTRBCTM7-WTRBCTM5	519 Main St E, 1st Floor, Waterbury, CT 06702	1956 Main St E, 1st Floor, Waterbury, CT 06705	Active
O065646	S101620	145474	Point to Point	Dark Fiber	N/A	\$125.00	11/18/2016	11/22/2036	PD087630	115112-DF-WTRBCTG2-WTRBCTA2	236 Grand St, 3rd Floor, Waterbury, CT 06702	21 Aurora St E, 1st Floor, Waterbury, CT 06708	Active

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒ **XX**

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

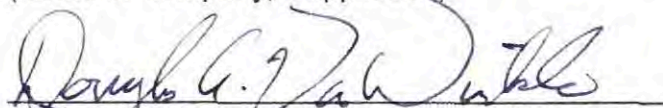
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Crown Castle Fiber LLC

(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

Nov. 9, 2020
Date

Douglas Van Winkle

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

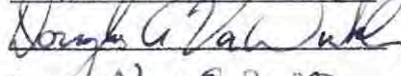
Full Legal Name and address of Recipient, Vendor, or Contractor:

Crown Castle Fiber LLC
80 Central St.
Boxborough, MA 01719

Print Name and Title of Authorized Representative:

Douglas Van Winkle Senior Attorney

Signature of Authorized Representative:


Date: Nov. 9, 2020

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

<p>Company Name Crown Castle Fiber</p> <p>Street Address 2000 Corporate Drive, Canonsburg, PA 15317</p> <p>City & State Jay Brown</p> <p>Chief Executive Jay Brown</p>	<p>Bidder Federal Employer Identification Number 01-0570431</p> <p>Or</p> <p>Social Security Number _____</p>
<p>Major Business Activity (brief description)</p> <p style="text-align: center;">Telecommunications Service Provider</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes ___ No <u>X</u></p> <p>-Bidder is a minority business enterprise Yes ___ No <u>X</u></p> <p>(If yes, check ownership category)</p> <p>Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___</p>
<p>Bidder Parent Company (If any) Crown Castle International</p>	<p>- Bidder is certified as above by State of CT Yes ___ No <u>X</u></p>
<p>Other Locations in Ct. (If any) +>100</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <u>X</u> No ___</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <u>X</u> No ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <u>X</u> No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <u>X</u> No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <u>X</u> No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No <u>X</u></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <u>X</u> No ___</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <u>X</u> No ___ NA ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No <u>X</u></p> <p style="text-align: center;">No, although Conspicuously posted</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA <u>X</u></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No <u>X</u></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___</p>	<p>12. Does your company have a written affirmative action Plan? Yes <u>X</u> No ___</p> <p style="text-align: center;">If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <u>X</u> No ___</p> <p style="text-align: center;">If yes, give name and phone number.</p> <p style="text-align: center;">Jean Chapin Vp Business Support 724-441-9176</p>

1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Page 3

Mar 19, 2020 12:41 PM

Select: Company is one of 00088 - Crown Castle Puerto Rico Corp., 00003 - Crown Castle USA Inc. and Work Location is one of TXADDI., See last page.


Report Totals		Hispanic or Latino		Not Hispanic or Latino													
Job Categories	Overall Totals	Male		Female		Male					Female						
		Wht	Blk	Nat Haw/ Oth Pac Isl	Asi	Amln Two or More	None	Wht	Blk	Nat Haw/ Oth Pac Isl	Asi	Amln Two or More	None				
1.1 Executive/Senior-Level Officials and Managers	74	2	0	51	2	0	3	1	0	1	11	0	0	2	0	0	1
1.2 First/Mid-Level Officials and Managers	1060	69	23	618	18	0	45	1	15	10	231	7	0	18	1	3	1
2 Professionals	1543	79	34	780	40	4	88	3	20	8	418	17	2	34	2	13	1
3 Technicians	558	88	3	359	32	4	19	1	20	4	23	3	0	1	0	1	0
4 Sales workers	165	7	0	122	2	4	3	0	5	2	19	0	0	0	0	0	1
5 Administrative Support Workers	1703	124	71	747	48	2	35	1	23	13	497	86	6	34	0	13	3
6 Craft workers	19	1	2	8	0	0	0	0	0	0	6	0	0	2	0	0	0
7 Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 Laborers and helpers	3	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0
9 Service workers	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Z <None>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5,127	370	133	2,690	142	14	193	7	83	38	1,205	113	8	91	3	30	7
Percent of Total		7 %	3 %	52 %	3 %	0 %	4 %	0 %	2 %	1 %	24 %	2 %	0 %	2 %	0 %	1 %	0 %
Total Males	3537																
Total Females	1590																

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination •Talent Acquisition team works with 3rd party firms in the recruitment of veterans. We engage with firms such as Warriors 4 Wireless in their new training programs for fiber technicians. •Crown Castle is partnering with UNCF to promote 2021 Summer Internship program with UNCF scholars •We partner with The Posse Foundation in Houston and the Pittsburgh Promise to supplement our intern workforce with underrepresented talent – with the goal in mind to develop these interns into the future leaders of our organization. •Interview practice of screening of work experience, experiences, skills, results and achievements. •Utilize diverse interview panels to ensure diversity of thought and perspective during the selection process •All positions at the director level and below are posted internally and externally. The only times a position would not be posted would be an inline promotion or the mapping of a position from one department or group to another. •It is a best practice of the talent acquisition team to have a 50% diversity slate of candidates for positions. •Crown Castle Utilizes eQuest Solution to ensure compliance SEE ATTACHED eQuest Page
See Below Reporting Data				(X)		
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	X			X	Work Experience	
Private Employment Agencies	X			X	Ability to Speak or Write English	
Schools and Colleges	X				Written Tests	
Newspaper Advertisement		X		X	High School Diploma	
Walk Ins		X		X	College Degree	
Present Employees	X				Union Membership	
Labor Organizations	X				Personal Recommendation	
Minority/Community Organizations	X				Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) Senior Attorney	(Date Signed) 11/13/2020	(Telephone) 978-264-6823
---------------------------------------------------------------------------------------------------	----------------------------	-----------------------------	-----------------------------

Count of Data Item1

Row Labels

Row Labels	2019	2020
CareerBuilder	329	
College Career Services	297	558
Crown Castle affiliate (Fibernet, Sunesys, Wilcon)	142	115
Crown Castle recruiter contacted me	279	250
Crown Castle Website	7767	6886
Dice	87	172
Employee Referral	1446	
Employment Agency	194	110
Executive search firm	33	28
Former ELP/FDP	3	3
Former Employee	175	205
Former Employee Referral	113	135
Glassdoor	3079	3077
Handshake		131
I am a Crown Castle Contractor	618	462
I am a Current Employee	1817	1937
Indeed	8693	6367
Intern/Co-op	83	56
Internet	1499	1579
Job Fair	74	144
LinkedIn	8435	13910
Military Times	18	18
Posse Foundation	13	19
Print Ad	8	3
Referred by Employee	1130	1607
Sourcing Center	14	
State Employment Agency	123	119
Telecomcareers	5	
Unsolicited Resume	84	48
Walk-in	10	
Warriors 4 Wireless	10	14
Grand Total	36578	37953

Column Labels

Count of Data Item1

Row Labels

Row Labels	2019	2020
CareerBuilder	0.90%	0.00%
College Career Services	0.81%	1.47%
Crown Castle affiliate (Fibernet, Sunesys, Wilcon)	0.39%	0.30%
Crown Castle recruiter contacted me	0.76%	0.66%
Crown Castle Website	21.23%	18.14%
Dice	0.24%	0.45%
Employee Referral	3.95%	0.00%
Employment Agency	0.53%	0.29%
Executive search firm	0.09%	0.07%
Former ELP/FDP	0.01%	0.01%
Former Employee	0.48%	0.54%
Former Employee Referral	0.31%	0.36%
Glassdoor	8.42%	8.11%
Handshake	0.00%	0.35%
I am a Crown Castle Contractor	1.69%	1.22%
I am a Current Employee	4.97%	5.10%
Indeed	23.77%	16.78%
Intern/Co-op	0.23%	0.15%
Internet	4.10%	4.16%
Job Fair	0.20%	0.38%
LinkedIn	23.06%	36.65%
Military Times	0.05%	0.05%
Posse Foundation	0.04%	0.05%
Print Ad	0.02%	0.01%
Referred by Employee	3.09%	4.23%
Sourcing Center	0.04%	0.00%
State Employment Agency	0.34%	0.31%
Telecomcareers	0.01%	0.00%
Unsolicited Resume	0.23%	0.13%
Walk-in	0.03%	0.00%
Warriors 4 Wireless	0.03%	0.04%
Grand Total	100.00%	100.00%

Column Labels

eQuest Compliance Solution

Compliance Posting Package

Package includes jobs posted to the job boards, and a basic and a detailed audit reports

Board Name	Board Description	Target Audience
States Compliance	Jobs are sent to the state board (based on the state entered into the ATS). The jobs are also sent to the following locations within a 50 mile radius of the zip code (entered in eQuest's lookup): local employment offices, local veteran's offices, local organizations/associations, local colleges/universities, and local vocational/rehabilitation centers	Veterans, Disability, Women, Minority, Public
Hire A Hero	In 2006 the Armed Forces Support Foundation (501(c)(3)) was created, along with Hire A Hero, to provide free employment services to returning service members and their families. Hire A Hero was created as a pipeline for service members and their families to reach out through online social networking tools, allowing them to make connections to find a rewarding career. Research suggests that conventional job boards fail to identify the specific needs of returning veterans and do not effectively connect them with the wider military community. Hire A Hero is a national program that was created to address this gap. Over the past three years, Hire A Hero has grown into a nation-wide resource that connects the growing number of unemployed veterans with job opportunities, education, and social services. Today Hire A Hero has over 300,000 registrations and sees over 3 million unique visits a year. Jobs are also sent to Military1.com.	Veterans
JOFDAV	disABLEDperson, Inc. and the associated job board Job Opportunities for Disabled American Veterans (JOFDAV) are the basis for a public charity organization established 2002, whose primary focus is disability employment. The site has been made accessible as per 508 Standards, and received glowing reports from the U.S. Office of Accessibility. JOFDAV.com is a listed resource on the National Resource. Jobs are also sent to the following sites: JOFDAV, Glass Door, JuJu, JobInventory.com, Employment Crossings, Jobs Trovit, EARN	Disabled American Veterans
RecruitABILITY	A public charity organization since 2002 whose primary focus is disability employment. The services offered at www.disABLEDperson.com are free. recruitABILITY is affiliated with disABLEDperson, Inc. Jobs are also sent to: Kimblegroup, David Careers, Jobcase.com, Career One Stop	Disabled Persons
US Diversity	African American Community	African American Community
	American Indian Community	American Indian Community
	Asian American Community	Asian American Community
	Persons with Disabilities	Persons with Disabilities
	Gay/Lesbian Community	Gay/Lesbian Community
	Hispanic American Community	Hispanic American Community
	Senior Citizen Community	Senior Citizen Community
	Veteran Community	Veteran Community
	Women Community	Women Community
Additional Services		
Educational Services	One-Day Webinar: eQuest will provide a Company customized one-day webinar session based upon their job posting and outreach needs around OFCCP/EEO/Affirmative Action. eQuest will host the webinar with the Company's help and input on the content and materials.	
Job Posting Image Capture	Image capture of job postings on most state boards. This provides an image to ensure the job is not only delivered to the State site(s), but is also posted and visible for candidates in that State.	

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Massachusetts

SS.: EIN: 01-0570431

County of Middlesex

Douglas A. Van Winkle, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Representative** of Crown Castle Fiber LLC (**Contractor's Name**), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

 The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

 Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

XX Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

XX Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		None		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		None		
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Total CC Investor Relations can be found at:

<https://investor.crowncastle.com/financial-information/sec-filings>

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Above			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (If none state NONE)	Address	DOB
1			None		
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)
My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

80 Central St. Boxborough, MA

Address of Business

Affix
Corporate
Seal

By: Douglas Van Winkle

Name of Authorized Corporate Officer

Its: Senior Attorney

Title

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Massachusetts)
) SS

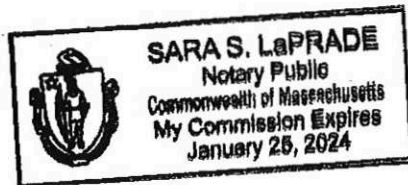
County of Middlesex)

Douglas Van Winkle being duly sworn,

deposes and says that he/she is Senior Attorney of Cowh Castle Fiber LLC
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 11th day of November 2020.

Sara S. LaPrade
(Notary Public)
My Commission Expires: January 25, 2024



Attachment

B. Crown Castle – Reserved-

C. Crown Castle Completed Declaration Signature Form

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

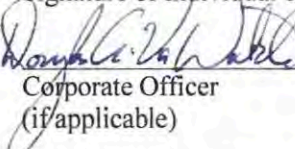
The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<u>NONE</u>	4	<u></u>
2	<u></u>	5	<u></u>
3	<u></u>	6	<u></u>

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

EIN: 01-0570431
Social Security Number
or Federal Identification Number

Crown Castle Fiber LLC
Signature of Individual or Corporate Name
 Sr. Attorney
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Doug Van Winkle
By: Senior Attorney
(Title)
Business Address: 80 Central St.
(City, State, Zip Code)
Boxborough, MA 01719
Phone: 978-264-6823

Date: 10/26/20

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment

D. Crown Castle MTLA



MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

LICENSEE:	
Address:	
State of Organization:	

This **MASTER TELECOMMUNICATIONS LICENSE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **CROWN CASTLE FIBER LLC** ("Crown Castle" or "Company"), and Licensee (as named above). This Master Telecommunication License Agreement and any and all Supplements (as defined herein) and exhibits hereto are collectively referred to as the "Agreement". Crown Castle and Licensee are collectively referred to as the "Parties" or individually as a "Party".

1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

1.1 Products and Order Forms. This Agreement applies to each telecommunications facility, or product, provided or licensed by Crown Castle to Licensee (each a "Product"). Each Product will be specified in an order form executed by the Parties (each an "Order Form"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Crown Castle unless otherwise agreed in writing by Crown Castle.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to this Agreement that may contain technical specifications, service level objectives, and other terms and conditions applicable to specific types of Products (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into this Agreement.

1.3 Crown Castle Affiliates. At Crown Castle's option, Products may be provided or licensed by Crown Castle, or by an Affiliate of Crown Castle. Any charges or other amounts received by the Crown Castle under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of Crown Castle, shall be received by the Crown Castle in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Crown Castle's affiliate, Crown Castle Fiber Enterprise LLC. In addition, Order Forms may be executed by an Affiliate of Crown Castle, and in such event, any and all references to "Crown Castle" herein shall be deemed to be a reference to the applicable Affiliate of Crown Castle that executed such Order Form. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein. This Agreement is a set of general terms and conditions, and does not obligate either Party to provide or pay for any Product other than as reflected in a particular Order Form executed by the Parties.

2.2 Product Term. The term (each a "Product Term") for each Product begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

2.3 Acceptance Date. The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the second (2nd) business day following Crown Castle's delivery of notice of the installation of the Product (such notice, a "Connection Notice"), unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "Defect" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Crown Castle will invoice Licensee for any non-recurring charge ("NRC") associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge ("MRC") associated with the Product shall begin to accrue on the Acceptance Date of such Product. Crown Castle will invoice Licensee the MRC associated with the Product in advance, except Crown Castle

will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

3.2. Payments; Late Payments. Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Crown Castle shall be entitled to recover from Licensee all collection costs, including attorney fees.

3.3 Disputed Payments. Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Crown Castle of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Crown Castle of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Crown Castle, Crown Castle will apply a credit to Licensee’s account in the amount of the dispute. If the dispute is resolved in Crown Castle’s favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES.

4.1 Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) in connection with the provision, sale or use of the Product or facility furnished to Licensee (collectively referred to as “Taxes”). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle’s net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

4.2 REIT Status. Licensee acknowledges that: (i) Crown Castle is directly or indirectly owned in whole or in part by an entity (“REIT Owner”) that qualifies as a “real estate investment trust” (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) Crown Castle and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

5. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

5.1 Crown Castle Equipment; Crown Castle Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products (“Crown Castle Equipment”) and Crown Castle’s fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the “Crown Castle Network”) shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee’s knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee’s employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

5.2 Extension of Network. To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a Product. “Off-Net Products” shall mean any products provided by a third-party. “On-Net Products” shall mean Products that use transmission and related facilities owned and controlled by Crown Castle.

5.3 Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product ("Licensee Equipment"). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee's reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Forms, and Licensee shall provide updated lists to Crown Castle, as necessary.

6.2 Emergency Maintenance. Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

6.3 Product Issues. Licensee may notify Crown Castle's Network Operating Center ("NOC") of Product problems by telephone 888-LT-FIBER, or at the contacts listed in Crown Castle's Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user's equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle's then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access to Premises. Unless otherwise provided for in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Licensee shall procure and make available to Crown Castle, at Licensee's locations and at end user locations where a Product is provided or licensed, at Licensee's sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

7.3 Property Owner Not Liable. Neither Licensee nor any of Licensee's end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Crown Castle Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Crown Castle, nor shall Crown Castle have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Licensee; Suspension. In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Crown Castle may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Crown Castle at law, or in equity.

8.2 Default By Crown Castle. Licensee may terminate a Product in the event Crown Castle breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Crown Castle's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Crown Castle commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Crown Castle provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

9. INSURANCE.

9.1 Insurance. Each Party shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraphs 10.2.
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWN CASTLE'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO CROWN CASTLE FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL CROWN CASTLE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UNAFFILIATED THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY CROWN CASTLE.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Crown Castle and its Indemnitees from and against any third-party Claims brought against such Crown Castle and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

10.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CROWN CASTLE MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROWN CASTLE HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products (including but not limited to the FCC's "intermediate provider" requirements, 47 CFR § 64.2119, where applicable), and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. Neither Party, without the other Party's prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("**Proprietary Information**"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Neither Party shall permit any of its employees, Affiliates nor representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Products required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Forms due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "**Force Majeure Event**").

15. NOTICES. Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

Address for Licensee Notices:

Address for Crown Castle Notices:

Crown Castle Fiber LLC
One North Broadway
White Plains, NY 10601
Att'n: -Legal Department

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form, at <http://fiber.crowncastle.com/support>, or as otherwise directed by Crown Castle.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Crown Castle may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

16.12 Disconnection Notice Requirement. Licensee shall submit all requests for disconnection of Products in writing to Crown Castle. The effective date of any such disconnection will be the later of (i) thirty (30) days from Crown Castle's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Crown Castle shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Crown Castle is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

LICENSEE:

By: _____

Print Name: _____

Title: _____

Date: _____

CROWN CASTLE FIBER LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Memorandum of Agreement

By and Between

Waterbury Board of Education

and

Waterbury Police Department

This agreement is made and entered into by and between the City of Waterbury Police Department (“City” or “PD”) and the Waterbury Board of Education (the “Board” or “BOE”).

I. Introduction

Schools and law enforcement share responsibility for school safety and must work together with complimentary policies and procedures to ensure a safe learning environment for students. The School Resource Officer (“SRO”) program involves the placement of sworn law enforcement officers from the Waterbury Police Department within the education environment of the Waterbury Public Schools. School Resource Officers are employees of the City of Waterbury who are contractually and operationally supervised in accordance with the applicable collective bargaining agreement and/or other policies and practices that govern sworn officers employed within the Waterbury Police Department.

This document shall set forth the role and responsibilities of School Resource Officers (“SRO”) within the Waterbury Public Schools. In addition to the above, this document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related events.

The parties agree to the following principles upon which this agreement is founded.

- A. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the justice community.
- B. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
- C. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.
- D. Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police and subsequent referral to court.
- E. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.

II. Purpose of Agreement

The goals and objectives of this agreement is to establish a positive working relationship in a cooperative manner that will serve to encourage a more consistent response to school incidents, assist in student development and to reduce the number of referrals of students directed to law enforcement and juvenile justice interventions and/or systems. These goals and objectives will be accomplished by establishing guidelines for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

III. Terms of the Agreement

A. Summary of Key Points

The parties agree to:

- 1. Convene a School/Police Collaboration Team;
- 2. Share this agreement with a copy to all school and police personnel;
- 3. Provide necessary and regular staff training on implementation of the agreement;

4. Put into practice a graduated response to student misbehavior;
5. Monitor implementation of the agreement;
6. Collect data and assess the effectiveness of the agreement; and
7. Modify the agreement as appropriate.

B. Key Factors in Making Disciplinary Decisions

The parties agree that when determining consequences for students' disruptive behavior the following factors shall be considered, if information on the factors is available.

1. Age, health, and disability or special education status of the student.
2. Prior conduct and record of behavior of the student.
3. Previous interventions with the student.
4. Students' willingness to repair the harm.
5. Parents' willingness to address any identified issues.
6. Seriousness of the incident and degree of harm caused.

The parties agree that when determining consequences for student's disruptive behavior the following factors shall not be considered:

1. Race/ethnicity, gender, gender identity, sexual orientation, religion and national origin of the student and family.
2. Economic status of the student and family.

C. Graduated Response Model

Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations, and violations of classroom rules. School Resource Officers (SROs) should not be involved at this level. More than three incidents of the same behavior, if not in the same day, could lead to School Administrator Intervention. Classroom intervention options might include redirection, re-teaching, school climate initiatives, moving seats, and the teacher should initiate parental contact.

School Administration Intervention - Classroom interventions must be supported by school administrators who address more serious or repetitive behaviors and behaviors in school but outside of the classroom. Examples of behaviors at this level include repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include counseling, time in the office, after school detention, loss of privilege, in-school or out-of-school suspension, reparation, and/or parent conference.

Assessment and Service Provision - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services is appropriate. This intervention is managed by the school administrator or a student assistance team. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options should include any classroom or school administration interventions and might include referral to a juvenile review board (JRB) or community service or diversion program, suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on student assistance teams and JRBs.

Law Enforcement Intervention - Only when classroom, school and community options have been found ineffective (or in an emergency) should the school involve the police, including the SRO. Involvement of the police does not necessarily mean arrest and referral to court. This intervention is managed by the police. Behaviors at this level must be violations of criminal law, but only after classroom, school administration and assessment and service interventions have been tried. Law enforcement options may include verbal warning; conference with the student, parents, teachers and/or others; referral to a JRB, other diversion programs and/or community agencies; and referral to court.

D. Police Activity at Schools

The parties agree that SROs, as well as other Sworn Law Enforcement Officers need to follow certain protocols when on school grounds in non-emergency circumstances as follows:

1. Police will act through school administrators whenever they plan any activity on school grounds.
2. Officers entering school grounds will be aware of the potential disruption of the educational process that police presence may cause.
3. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:
 - a. The potential danger to persons;
 - b. The likelihood of destruction of evidence or other property;
 - c. The ability to conduct the investigation, arrest or search elsewhere.
4. When taking a student into custody:
 - a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises.
 - b. Whenever possible, students should be taken into custody out of sight and sound of other students, as well as others in the school community (*e.g.*, teachers, visitors to the building).

IV. Duties and Responsibilities of School Resource Offices

- SROs will promote school community awareness of law enforcement efforts, to assure the peaceful operation of school related programs, and to build support with students. School Resource Officers, will whenever possible, participate in or attend school functions.
- SROs will counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents/guardians of the student.
- SROs will encourage individual and small group discussions about law enforcement related matters with students, faculty and parents/guardians.
- SROs will attend meetings of parent and faculty groups to solicit their support and understanding of the Police School Resource Program and to promote awareness of law enforcement functions.
- SROs will investigate criminal activity committed on or adjacent to school property.
- SROs will assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- SROs will not function as a school disciplinarian. If the Principal or his/her designee believes an incident is a violation of the law, he/she shall contact the School Resource Officer who shall then determine whether law enforcement action is appropriate.
- SROs will abide by all applicable BOE policies.
- SROs will follow all policies and applicable law concerning interviews should it be necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the Board.
- SROs will provide security during the regular school day and for special school events or functions at the request of the Principal or his/her designee.
- SROs will serve as a member of building-based committees or groups related to safety and student resources, and will be familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, emergency housing, and services related to youth and family trauma.
- The SRO may be a resource for instruction provided there is pre-approval from the District and the instruction is relevant to the Connecticut Curriculum Standards, and as long as serving as such does not take the officer away from her/his primary functions, including the function providing a safe school environment.

V. Training and Education

The parties agree to provide their respective employees with training relative to this agreement and its purposes.

VI. Data Collection and Monitoring

The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this agreement.

Data Collection - on a quarterly basis, the following information will be collected:

- **School** - number and types of disciplinary actions, numbers and demographics of students involved, referrals to police. **Police** - number and types of school incidents for which police incident reports are written, police actions on incidents.

Monitoring and Oversight - on a regular basis and at least quarterly, the parties acknowledge and agree that The Chief of Police or his/her designee, the District's School Climate and Safety Coordinator, at least one (1) SRO representative assigned to the SRO program and the Superintendent of Schools or her/his designee and persons designated by the Superintendent of Schools or Chief of Police (collectively referred to as the "School/Police Collaboration Team" or "Team" will meet to provide oversight of the agreement and review relevant data and analysis. At least annually, the Team will prepare a report of activities and make recommendations for improvements to the agreement and/or its implementation.

VII. Duration and Modification of Agreement

This agreement shall become effective January __, 2021 and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

Neil M. O'Leary, Mayor

Date

Verna D. Ruffin, Superintendent of Schools

Date

Fernando C. Spagnolo, Chief of Police

Date

Sworn and subscribed before me on this ____ day of _____, 20 ____.

Commissioner of the Superior Court/

[Conn. Gen. Stat. § 10-233m](#)

Current through the 2020 September Special Session.

LexisNexis® Connecticut Annotated Statutes > Title 10 Education and Culture (Chs. 163 — 184c) > Chapter 170 Boards of Education (§§ 10-218 — 10-239k)

Sec. 10-233m. Memorandum of understanding re school resource officers.

Each local or regional board of education that assigns a school resource officer to any school under the jurisdiction of such board shall enter into a memorandum of understanding with a local law enforcement agency regarding the role and responsibility of such school resource officer. Such memorandum of understanding shall include provisions addressing daily interactions between students and school personnel with school resource officers and shall include a graduated response model for student discipline. For the purposes of this section, “school resource officer” means a sworn police officer of a local law enforcement agency who has been assigned to a school pursuant to an agreement between the local or regional board of education and the chief of police of a local law enforcement agency.

History

[P.A. 15-168, S. 1](#), eff. July 1, 2015; Sp. Sess. [P.A. 15-5, S. 342](#), eff. July 1, 2015.

Annotations

Research References & Practice Aids

Hierarchy Notes:

[Conn. Gen. Stat. Title 10](#)

[Conn. Gen. Stat. Title 10, Ch. 170](#)

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, January 7, 2021
BOARD MEETING: Thursday, January 21, 2021

TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
Police Dept. LT. Domenic Ferucci	Kennedy aud.: Tuesday, January 12 th 10:00am to 1:00pm (Inter-Dept. supervisors meeting)
Tax Department Nancy Olson	Kennedy aud.: January 21 st or January 28 th 3:00-9:00 pm (tax auctions) (date dependent on weather)

Approved

Jason Van Stone

Dr. Verna D. Ruffin
 Superintendent of Schools

SCHOOL PERSONNEL USE ONLY

DATE: 12-15-20

TO: SCHOOL BUSINESS OFFICE

FROM:

Sch. Business Office

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Kennedy



AUDITORIUM



GYMNASIUM



SWIMMING POOL



CAFE/ROOMS

DATES REQUESTED:

Tuesday, January 12th

FROM

10:00 am/pm

TO

1:00 am/pm

am/pm

FOR THE FOLLOWING PURPOSES:

Police Inter-Dept. Supervisors
Meeting

LT Dominic Ferucci
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 11-17-20

TO: SCHOOL BUSINESS OFFICE

FROM:

Tax Office

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Kennedy



AUDITORIUM



GYMNASIUM



SWIMMING POOL



CAFE/ROOMS

DATES REQUESTED:

1/21/21

OR

1/28/21

FROM

3:00

am/pm

TO

9:00

am/pm

FOR THE FOLLOWING PURPOSES:

Tax Auctions

N. Olson

APPLICANT

Deputy Tax Collector

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.

These arrangements *must* be made in person at police and fire headquarters.

SM

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, January 7, 2021
BOARD MEETING: Thursday, January 21, 2021

**TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP**FACILITIES AND DATES/TIMES**

Sacred Heart H.S.	Kennedy pool: Monday thru Friday 4:30-6:30 pm and
M. Madden	Saturdays 8:00-10:00 am starting 1/19/21 thru March
	(Boys Swim Program)

REQUESTING WAIVERS:**GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:**

MONIES COLLECTED TO DATE:

\$ 27,586.00

Approved:

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT SACRED HEART H.S. NAME OF ORGANIZATION _____

ADDRESS 142 S. ELM WTRY CT 06706 TELEPHONE # (203) 753-1605
(street) (city) (state) (zip code)

SCHOOL REQUESTED KENNEDY HS DATES 1/19 - 3/20/21 ROOM(S) POOL

OPENING TIME 4:30pm CLOSING TIME 6:30pm PURPOSE practice/meets - Boys Team

ADMISSION (if any) 45 per person CHARGE TO BE DEVOTED TO ATHLETIC DEPT

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20

SIGNATURE OF APPLICANT Michael Madden, Jr. DATE 1-5-21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Athletic Director

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: #73/HR. plus 1 HR. service

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ ✓ INSURANCE COVERAGE ✓ YES ✓ NO ✓

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

Monday - Friday
4:30 - 6:30 pm

Saturdays
8:00 - 10:00 AM

Communications



Packet week ending: 01/04/21



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

December 11, 2020

Volume 20 – Issue #12

Key Roles Identified for Board Chairpersons: At this time of year many boards of education are holding their organizational meeting and electing the officers of the board. The most important of the officers is the position of chairperson. The chairperson's role involves more than just presiding at all board of education meetings. The person elected to this important position has many opportunities to assist the board fulfill its roles and responsibilities effectively.

This position is extremely vital and conducive to the achievement of a smoothly functioning board of education. Listed below are some of the traits and crucial responsibilities of effective board chairpersons.

1. Manage the public comment portion of meetings.

Skill and tact are required to ensure that the public comment portion of the board meeting goes well. The chairperson needs to ensure that all individuals are informed of the board's policy concerning public comment. Further, he/she must, as presiding officer of the board, follow the board's procedures and maintain proper decorum. It is essential, especially if things become unruly, to ensure that the integrity of the meeting is maintained.

2. Act as the voice of the board.

It is recommended that the board chairperson serve as the official spokesperson with the media and various stakeholder groups regarding the actions of the board. In the response to questions pertaining to the official actions taken by the board, the chairperson should be the individual to clearly convey the message of the board majority.

3. Mediate conflict.

Disagreements and conflict are inevitable on a school board. The chairperson is the appropriate person to handle such difficult discussions, making sure that the concerns and views of all parties are addressed. The necessary steps to preserve board unity and the appropriate relationship of those involved require tact, skill, patience and understanding.

4. Assist in the creation of the agenda for board meetings.

In consultation with the superintendent of schools, the board chairperson should assist in establishing the agenda for each meeting of the board. He/she needs to confirm that each agenda item is appropriate for board consideration and within the board's role. The agenda items should reflect sufficient background work to help board members sufficiently understand the issue and any available options. The agenda items should also be supportive of the board's vision and mission.

5. Facilitate the superintendent's evaluation.

The chairperson should lead the annual evaluation process of the superintendent. Board members should clearly understand and be trained in the process and the instrument, mutually agreed upon by the board and superintendent, that the district uses to conduct this important evaluation.

6. Promote continuous professional development for the board.

Professional development for board members is just as critical as it is for teachers and administrators. Better-informed decisions and clearer goals can result from board members participating in board retreats, board self-evaluations, webinars and conferences. CAGE provides a continuous and varied program of professional development programs for board members. Further, the involvement and discussion of participation in professional development activities can build camaraderie and more productive board member relationships.

7. Provide for the orientation of new board members.

In order to become valuable and contributing members of the board, newly elected or appointed members to the board need guidance, direction and training. It is critical that the chairperson ensure that the district has a planned process to assist new board members get properly oriented to their roles as board members in a manner that encourages understanding of how a board functions, cooperation and collaboration.

The important roles described above do not entail all that the role of the board chair entails. It is recommended the board chairs participate in CAGE's biweekly online board chairs forum which will assist individuals in these positions understand key and critical issues, especially during the COVID-19 crisis. Much can be learned from the manner in which the many challenges of this position are being met in other districts around the state.

Mark Snyder, Leadership Development Manager, for the New York School Boards Association correctly stated, "Effective governance begins with effective leadership, and the more time that board presidents (chairpersons) spend honing their skills, the greater their contributions will be to their districts and their communities."

Source: "7 key roles of every board president," by Mark Snyder, *On Board*, New York Schools Boards Association, July 20, 2020.

Policy Implications: Many bylaws of boards of education speak to the issues described above. They include, but are not limited to, the following:

- Bylaw #9012 – Legal Responsibilities of Boards of Education
- Bylaw #9121 – Chairperson
- Bylaw 9230 – New Board Member Orientation
- Bylaw #9249 –Board Member Development
- Bylaw #9270 – Conflict of Interest
- Bylaw #9271 – Code of Ethics
- Bylaw #9273 – Civility
- Bylaw #9325 – Meeting Conduct
- Bylaw 9325.2 – Order of Business
- Bylaw #9325.3 – Parliamentary Procedure
- Bylaw #9321 – Time, Place, Notification of Meetings
- Bylaw #9321.2 – Electronic Board of Education Meetings
- Bylaw #9322 – Public and Executive Sessions

- Bylaw #9400 – Board Self-Evaluation
- Policy #1205 – Agenda Format/Preparation/ Dissemination
- Policy #200.1 – Board-Superintendent Relationship
- Policy #2400 – Evaluation Process of Superintendent

Samples of the above are available upon request from the CABA Policy Department. Many may also be found on CABA's website in the sample "Core Manual."

Anniversary of Special Education Landmark Legislation Noted: Nov. 29, 2020, marked the 45th anniversary of President Gerald Ford signing the Education for All Handicapped Children Act (Public Law 94-142), now known as the Individuals with Disabilities Education Act (IDEA). In adopting this landmark civil rights measure, Congress noted that the law would accomplish two important goals:

1. It would guarantee a free appropriate public education to every child, regardless of disability, on an equal basis with all other children; and
2. It would advance all Americans' understanding of disability by bringing children with disability out of the shadows and into American schools where their gifts and strengths could be recognized.

Progress has been made over the years, but work remains to address the challenges that still exist. Many children with disabilities have been helped to achieve their goals. Work must continue to ensure that all children have the supports they need and to find ways for all disabled children to achieve meaningful results and outcomes. However, the fact remains that much, worthy of celebration, has been accomplished.

Policy Implications: Most operational aspects of implementing the many factors of this legislation are found in the district's special education procedural manual, not in the board's policy manual. However, districts should consider having the following policies in their board policy manual:

- Policy #6159 – Individualized Education Program/Special Education Program
- Policy #6171 – Special Education
- Policy #6171.1 – Inclusion
- Policy #6171.2 – Preschool Special Education
- Policy #6181 – Evaluation of Special Education Program
- Policy #3231 – Medicaid Reimbursement for Special Education Students
- Policy #5145.71 – Surrogate Parent Program
- Policy #5118.1 – Homeless Students

Samples of the above are available upon request from the CABA Policy Department. Many may also be found on CABA's website in the sample "Core Manual."

Food for Thought:

"We are not here to curse the darkness, but to light the candle that can guide us through that darkness to a safe and sane future." ***John F. Kennedy***

"Fight for the things that you care about, but do it in a way that will lead others to join you." ***Ruth Bader Ginsburg***



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 14, 2020

Lisa Ventura
18 LaFlamme Dr.
Waterbury, CT 06705

Dear Ms. Ventura:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary School Secretary (Req #2021421) for the Department of Education – Crosby High School.

In this position your starting compensation will be \$16.70 per hour for a total of 35 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Crosby High School is December 17, 2020.

We look forward to working with you.

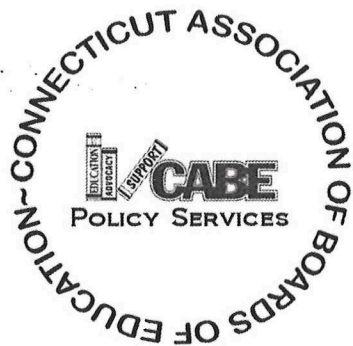
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Melissa Richardson, Principal @ Crosby HS
file



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

December 25, 2020

Volume 20 – Issue #13

Board Meeting Agenda Preparation Reviewed: A common task for school boards is the issue of how the agenda for a board of education meeting is prepared. In addition, the impact of Connecticut's Freedom of Information Act (FOIA) must be a consideration in the agenda preparation process.

Very often, the preparation of the board of education's meeting agenda is a matter left for the superintendent of schools and the board chairperson to oversee. Whether or not a board member may request an item to be placed on the agenda is addressed through the board's bylaws. Items placed on the agenda must be carefully worded in order to provide the public with adequate notice as to what will be discussed and/or voted upon at the meeting. In addition, the district must be careful to avoid placing on the agenda items that could create a legal issue for the district. Some issues related to employees and students may not be able to be placed on an agenda for full board discussion if the items refer to an issue that involves confidentiality or due process protections. Such items must be handled administratively until such time as the board needs to become involved, as allowed by statute.

The agenda for a board of education meeting is the agenda for the "business" of the school district. Remember, a board of education meeting is a meeting held in public, but is not a public meeting. Whether a member of the public may request an item be placed on an agenda for discussion and board action is an issue that can be addressed in the school district's agenda preparation policy and/or bylaw.

If a member of the public wishes to address the board of education, the discussion may be held in open session only if the district's policy or bylaw provides an opportunity for public comment.

The agendas for all regular and special meetings must be filed in the school district and municipal clerk's office at least 24 hours prior to that meeting. It must be posted in both the office of the board of education and in the office of the town clerk. In the case of a regional school district consisting of multiple towns, it must be posted in the town clerk's office of each town. (C.G.S. 1-225(c)). Many Connecticut school districts also follow the practice of posting the meeting agendas on their websites. CABE recommends this practice. However, the FOIA does not require boards of education to post agendas for regular meetings on their website.

Any subsequent business not placed on the posted regular meeting agenda may be considered and acted upon at such meeting only upon the affirmative vote of two-thirds of the members of the board present and specifically voting to add that item to the agenda. It is not required to

address all items on the agenda before the meeting is adjourned. There is no violation of the FOIA if the board does not get to all of the agenda items.

It is important that each agenda item be specific enough to apprise the public of the contemplated action. Also, the board's posted agenda should inform the public that action may be taken following any discussion at the meeting. It is important to indicate on the agenda that there will be more than "discussion" with regard to a matter if there may be "possible action" on that same matter.

Minutes of all meetings must be kept and made available for public inspection within seven days of the meeting. All votes taken at any meeting must be recorded and within 48 hours be made available for public inspection.

The board of education is also required to file annually with the town clerk, by January 31st, its regular meeting schedule for the calendar year. Also, the board, when practicable, is to provide a one week advance written notice of its meetings to persons making a written request. A fee may be charged for reproduction and mailing costs associated with such notification. When the need exists to hold a special meeting, which is not included on the filed annual agenda, at least 24 hours' notice to the public must be provided. The agenda for such special meeting and notification is to be filed with the town clerk and posted on the district website at least 24 hours prior to the meeting. The 24-hour notice and agenda requirement may be waived in emergency situations. No new agenda items may be added at a special meeting.

An emergency meeting may be held without the 24-hour notice or the posting of an agenda. However, within 72 hours of the meeting, the minutes of the meeting and the circumstances necessitating the emergency meeting must be filed at the board and municipal clerk's offices.

If the posted agenda contains the item of "executive session," the agenda item must contain sufficient specificity as to the purpose or topic of the executive session. The public may be excluded from the executive session upon the vote of 2/3 of the board members present and voting. Such vote takes place in public. Attendance to the executive session is limited to the members of the board and persons invited to present testimony or opinion. The FOIC details the reasons for which the board may enter into executive session.

Attorney Mark Sommaruga, in his book *Understanding Connecticut's Freedom of Information Act* stated, "Merely listing "executive session" as an agenda item is insufficient. An "executive session" is a manner in which to discuss agency business; it is not an item of business in and of itself."

CABE suggests that members of the board of education consider the following agenda checklist prior to each meeting of the board:

Agenda Checklist:

- Does the agenda identify the name of the public agency that is meeting?
- Does the agenda identify whether it is a regular or a special meeting?
- Does the agenda specify the correct date for the meeting?
- Does the agenda specify the correct time for the meeting?
- Does the agenda specify the location for the meeting?
- Was the agenda posted 24 hours in advance of the meeting as required?

Source: *Understanding Connecticut's Freedom of Information Act, Fifth Edition*, by Mark J. Sommaruga, Esq., Pullman & Comley, LLC 2018.

Source: *Board Meeting Guide, The Freedom of Information Act and Parliamentary Procedures*, by Patrice A. McCarthy, Esq. CABA, August 2019

Note: The two sources listed above are available for purchase by contacting the CABA office.

Policy Implications: A number of policies and/or bylaws pertain to this topic. They include the following:

- #9321 – Time, Place, Notification of Meetings
- #9321.1 – Work Sessions
- #9321.2 – Electronic Meetings of Boards of education
- #9322 – Public and Executive Sessions
- #9323 – Construction of the Agenda
- #9324 – Advance Delivery of Meeting Materials
- #9325 – Meeting Conduct
- #9325.1 – Quorum
- #9325.2 – Order of Business
- #9325.21 – Consent Agenda
- #1120 – Public participation at Board of Education Meetings
- #1205 – Agenda Format/Preparation and Dissemination

Food for Thought:

“Just think about going to school every day and not seeing yourself represented. Can you imagine?... I try to help white teachers imagine going to school for twelve years and having only black teachers. First, that blows their minds. Imagine the majority of books are about black people. Imagine this also in terms of the larger macro context of all the presidents being black. I ask them to imagine and discuss how they feel about it.”

Gloria Boutte (University of South Carolina), interviewed in “We Be Lovin’ Black Children: NCTE’s 2020 Outstanding Elementary Educators in the English Language Arts” in *Language Arts*, November 2020 (Vol. 98, #2, pp. 71-78).

At the close of this stressful and challenging year due to the pandemic crisis, we gratefully pause to wish you a safe and happy Holiday Season. Celebrate the warmth, beauty, memories, and the joy of the season. Thank you for your friendship, good will, loyalty, patience and for all you do to support education throughout the year. The good will of those we serve remains the foundation of our success, especially during the troubling times engulfing us. May the happiness and good cheer of the Holiday Season be yours throughout the New Year. Be safe and well.

Sincerely,

The CABA Policy Department: Pam, Terry, Len and Vin

Connecticut Association of Boards of Education ~ 81 Wolcott Hill Road, Wethersfield, CT 06109 ~ 860-571-7446