



*Johnson Controls, Inc. — Solutions Group
Performance Contract*

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 9th day of December, 2013 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
6 AERIAL WAY
SYOSSET, NY 11791

and

BOARD OF EDUCATION OF THE
NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT ("Customer" or the "District")
158 LAUREL AVENUE
NORTHPORT, NY 11768

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures" or "FIMs") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

- 1. SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer, the Architect of Record (as defined below in Section 3) and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee). Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

JCI will install the Equipment identified on Schedule 1 of this Agreement (Work) and provide services detailed on Schedule 1 and Schedule 2 of this Agreement (Services). JCI shall supervise and direct the Work and Services and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work and M&V Services under this Agreement. JCI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the

Northport-East Northport Union Free School District



21-Apr-16

Yr	NYSED Building Aid	A	A1	A2	A=A1-S2	B	C	D=A+B+C	E	F	G	D+G	Cumulative Cash Flow
1	(\$181,113)	(\$130,856)	\$1,969,875	\$1,244,452	\$725,423	\$48,000	\$300,000	\$1,204,280	\$933,097	\$0	\$933,097	\$271,183	\$271,183
2	(\$181,113)	(\$130,856)	\$2,028,971	\$1,281,786	\$747,186	\$48,960	\$0	\$927,002	\$933,097	\$0	\$933,097	(\$6,095)	\$265,088
3	(\$181,113)	(\$130,856)	\$2,089,841	\$1,320,239	\$769,601	\$49,939	\$0	\$950,397	\$933,097	\$0	\$933,097	\$17,300	\$282,388
4	(\$181,113)	(\$130,856)	\$2,152,536	\$1,359,846	\$792,690	\$50,938	\$0	\$974,484	\$933,097	\$0	\$933,097	\$41,387	\$323,775
5	(\$181,113)	(\$130,856)	\$2,217,112	\$1,400,642	\$816,470	\$51,957	\$0	\$999,283	\$933,097	\$0	\$933,097	\$66,186	\$389,961
6	(\$181,113)	(\$130,856)	\$2,283,625	\$1,442,661	\$840,964	\$52,996	\$0	\$1,024,817	\$933,097	\$0	\$933,097	\$91,720	\$481,681
7	(\$181,113)	(\$130,856)	\$2,352,134	\$1,485,941	\$866,193	\$54,056	\$0	\$1,051,105	\$933,097	\$0	\$933,097	\$118,008	\$599,690
8	(\$181,113)	(\$130,856)	\$2,422,698	\$1,530,519	\$892,179	\$55,137	\$0	\$1,078,172	\$933,097	\$0	\$933,097	\$145,075	\$744,765
9	(\$181,113)	(\$130,856)	\$2,495,379	\$1,576,435	\$918,944	\$56,240	\$0	\$1,106,040	\$933,097	\$0	\$933,097	\$172,944	\$917,708
10	(\$181,113)	(\$130,856)	\$2,570,240	\$1,623,728	\$946,513	\$57,364	\$0	\$1,134,734	\$933,097	\$0	\$933,097	\$201,637	\$1,119,345
11	(\$181,113)	(\$130,856)	\$2,647,348	\$1,672,439	\$974,908	\$58,512	\$0	\$1,164,276	\$933,097	\$0	\$933,097	\$231,179	\$1,350,524
12	(\$181,113)	(\$130,856)	\$2,726,768	\$1,722,613	\$1,004,155	\$59,682	\$0	\$1,194,694	\$933,097	\$0	\$933,097	\$261,597	\$1,612,121
13	(\$181,113)	(\$130,856)	\$2,808,571	\$1,774,291	\$1,034,280	\$60,876	\$0	\$1,226,012	\$933,097	\$0	\$933,097	\$292,915	\$1,905,036
14	(\$181,113)	(\$130,856)	\$2,892,828	\$1,827,520	\$1,065,308	\$62,093	\$0	\$1,258,258	\$933,097	\$0	\$933,097	\$325,161	\$2,230,197
15	(\$181,113)	(\$130,856)	\$2,979,613	\$1,882,345	\$1,097,268	\$63,335	\$0	\$1,291,459	\$933,097	\$0	\$933,097	\$358,362	\$2,588,559
16	\$0	\$0	\$3,069,001	\$1,938,816	\$1,130,186	\$64,602	\$0	\$1,194,787	\$933,097	\$0	\$933,097	\$261,690	\$2,850,250
17	\$0	\$0	\$3,161,071	\$1,996,980	\$1,164,091	\$65,894	\$0	\$1,229,985	\$933,097	\$0	\$933,097	\$296,888	\$3,147,138
18	\$0	\$0	\$3,255,904	\$2,056,890	\$1,199,014	\$67,212	\$0	\$1,266,226	\$933,097	\$0	\$933,097	\$333,129	\$3,480,267
Total	(\$2,716,696)	(\$1,962,846)	\$46,123,515	\$29,138,141	\$16,985,374	\$1,027,791	\$300,000	\$20,276,011	\$16,795,745	\$0	\$16,795,745	\$3,480,267	\$3,480,267

Total Project Net Cost:		\$12,965,659	NYSED Capital Building Aid Rate:		17.7%
			NYSED Capital Building Aid Nominal Interest Rate:		2.250%
			NYSED Aid Payment Period (yrs):		15.0
Loan Interest Rate:		3.00%			
Loan Term in Years:		18			
Loan Payments Per Year:		1			
Total No. of Loan Payments in Arrears:		18	Energy Inflation Rate:		3.0%
			Operational Savings Inflation Rate:		2.0%
Johnson Controls' Guarantee Period:		18	Total Program Cumulative Cash Flow:		\$3,480,267
			Net Present Value (at 5%):		\$1,999,979

CONTRACT AMENDMENT

Amendment made this 5th day of MAY, 2016 by and between:

JOHNSON CONTROLS, INC. ("JCI")
6 Aerial way
Syosset, NY 11791

And

BOARD OF EDUCATION OF THE
NORTHPORT – EAST NORTHPORT SCHOOL DISTRICT ("Customer")
158 Laurel Ave
Northport, NY 11768

RECITALS

WHEREAS, JCI and Customer are parties to a performance contract agreement, dated November 4, 2013 (the "Agreement"); and

WHEREAS, the parties executed an Amendment ("Contract Amendment") to the Agreement dated April 1, 2015

WHEREAS, JCI and Customer desire to amend the terms of the Agreement as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Incorporation of Whereas Clauses.** The above-referenced recitals are incorporated herein by reference.
2. The Agreement shall be revised in accordance with the following:
 - a. **On page 2 of the Contract Amendment dated April 1, 2015 Paragraph 53 remove the following sentence:**

The cash flow statement attached hereto dated February 12, 2015 reflects a negative cash flow in year three (3) of the guarantee period in the amount of \$7,226.00.

- b. **On page 2 of the Contract Amendment dated April 1, 2015, Paragraph 53 shall be revised to add the following subparagraph:**
 - (a) In addition to the foregoing provision, the parties acknowledge that the cash flow statement attached hereto dated April 21, 2016 reflects a negative cash in year two (2) of the Guarantee Period in the amount of \$6,095.00. Pursuant to Section 19 of the Agreement, JCI shall provide the Customer with updated cash flow statements at certain intervals, including, but not limited to: (1) upon issuance of the State Aid report identifying the aid that will be allocated for the project; (2) upon the District's finalization of the Customer's financing of the project. In the event that the cash flow reflects a negative cash flow in year two (2) of the Guarantee Period, JCI shall be responsible for the full amount of that negative cash flow and issue a certified

check to the Customer in such amount in accordance with the shortfall payment requirements set forth in the Agreement.

- c. **On page 20 of the Agreement, Schedule 1, under FIM 1 Lighting - Fixture Retrofit and ceiling replacements Replace the first paragraph with the following:**

Johnson Controls will install energy efficient lighting either by retrofitting the existing fixture with new LED lamps or by replacing with new LED lighting fixtures where applicable in the specified areas in the facilities listed below:

- Northport High School
- East Northport Middle School
- Northport Middle School
- Bellerose Avenue Elementary School
- Dickenson Avenue Elementary School
- Fifth Avenue Elementary School
- Norwood Avenue Elementary School
- Ocean Avenue Elementary School
- Pulaski Road Elementary School
- William J. Brosnan School (Administration Building)

Refer to the updated detailed lighting survey Rev F in Attachment 4 attached hereto for the retrofit type and locations.

- d. **On page 25 of the Agreement, under FIM 2 Lighting Fixture Control Replace the first and second paragraph with the following:**

Johnson Controls will install lighting fixture controls in specified areas in the facilities listed below:

- Northport High School
- East Northport Middle School
- Northport Middle School
- Bellerose Avenue Elementary School
- Dickenson Avenue Elementary School
- Fifth Avenue Elementary School
- Norwood Avenue Elementary School
- Ocean Avenue Elementary School
- Pulaski Road Elementary School
- William J. Brosnan School (Administration Building)

Refer to the updated detailed lighting survey Rev F in Attachment 4 attached hereto for the lighting fixture control type and locations.

- e. **On page 40 of the Agreement, FIM 14 Destratification fans: Remove this FIM in its entirety and all references thereto.**
- f. **On Page 44 of the Agreement and pages 2-3 of Contract Amendment dated April 1, 2015 , replace EXHIBIT 1: TOTAL PROJECT BENEFITS with the following:**

Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$1,027,791 in O&M and \$300,000 in Rebate Project Benefits and JCI guarantees that Customer will achieve a total of \$16,985,359 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$18,313,150, as set forth in the Total Project Benefits table below.

Table 2.1.2: Total Project Benefits

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate Non Recurring Savings	Total Guaranteed Project Benefits
Implem.			300,000	\$300,000
1	\$725,423	\$48,000		\$773,423
2	\$747,185	\$48,960		\$796,145
3	\$769,601	\$49,939		\$819,540
4	\$792,689	\$50,938		\$843,627
5	\$816,469	\$51,957		\$868,426
6	\$840,964	\$52,996		\$893,959
7	\$866,192	\$54,056		\$920,248
8	\$892,178	\$55,137		\$947,315
9	\$918,944	\$56,240		\$975,183
10	\$946,512	\$57,364		\$1,003,876
11	\$974,907	\$58,512		\$1,033,419
12	\$1,004,154	\$59,682		\$1,063,836
13	\$1,034,279	\$60,876		\$1,095,155
14	\$1,065,307	\$62,093		\$1,127,401
15	\$1,097,267	\$63,335		\$1,160,602
16	\$1,130,185	\$64,602		\$1,194,786
17	\$1,164,090	\$65,894		\$1,229,984
18	\$1,199,013	\$67,212		\$1,266,224
Totals	\$16,985,359	\$1,027,791	\$300,000	\$18,313,150

- g. On page 47 of the Agreement, Replace **EXHIBIT 2: MEASUREMENT AND VERIFICATION METHODOLOGIES, Table 2.2.1: Option A Measures** with the following:

FIM #	Facility Improvement Measure	M&V Option
FIM 1	Lighting - Fixture Retrofit	A
FIM 2	Lighting - Fixture Control	A
FIM 3	Building Envelope Improvements - Weatherization	A
FIM 5	Steam Traps - Replacements	A
FIM 6	Boilers/DHW Heaters - Burner Controllers	A
FIM15	Building Envelope Improvements - Attic Insulation	A
FIM8	Water Conservation	A
FIM 9	Vending Machine Controllers	A
FIM 16	Unit Ventilator Refurbishments	A
FIM 10	Air Conditioning Compressor Controllers	A
FIM 11	Transformers - Replacements	A
FIM 12	Refrigeration Compressor Controllers	A
FIM 13	Refrigeration Upgrades	A

- h. On top of page 53 of the Agreement, **FIM 14 Destratification fans**: Remove this FIM in its entirety and all references thereto.

- i. On page 57 of the Agreement and page 4 of Contract Amendment dated April 1, 2015, replace Table 2.3: Measured Project Benefits Summary with the following:

PROPOSED MEASURES	Electricity Savings			Thermal		Water		Total Savings \$/yr	H&V Options
	kw	kWh/yr	\$/yr	MMBtu/yr	\$/yr	kgal/yr	\$/yr		
Lighting - Fixture Retrofit	760	2,077,982	\$349,988	(1,225)	(\$17,835)			\$332,353	A
Lighting - Fixture Control		233,902	\$33,285					\$33,285	A
Building Envelope Improvements - Weatherization				3,546	\$48,222			\$48,222	A
Energy Management System - Temperature Setback				5,476	\$73,598			\$73,598	B
Energy Management System - Exhaust Fan/Relief Damper Control		68,306	\$9,783	6,067	\$87,521			\$97,304	B
Energy Management System - Optimal Start				1,900	\$26,563			\$26,563	B
Steam Traps - Replacements				305	\$5,242			\$5,242	A
Boilers/DHW Heaters - Burner Controllers				3,178	\$41,156			\$41,156	A
Computers - Power Management		124,097	\$17,619					\$17,619	B
Water Conservation				892	\$11,718	1,418	2,836	\$14,553	A
Vending Machine Controllers		16,853	\$2,398					\$2,398	A
Air Conditioning Compressor Controllers		11,212	\$1,576					\$1,576	A
Transformers - Replacements	2	20,699	\$3,174					\$3,174	A
Refrigeration Compressor Controllers		4,100	\$578					\$578	A
Refrigerator Replacement		58,470	\$8,210			592	872	\$9,081	A
Building Envelope Improvements - Attic Insulation				229	\$3,935			\$3,935	A
Unit Ventilator Refurbishments				1,048	\$14,785			\$14,785	A
TOTALS	763	2,615,621	\$426,610	21,475	\$295,105	2,009	\$3,707	\$725,423	

To the extent that there is a discrepancy between the above table and the heating penalty values assigned to each of the buildings within the District in the Detailed Energy Audit, the parties agree that the heating penalty values in the above table shall supersede and take precedence over those set forth in the tables prepared for the individual buildings in the Detailed Energy Audit only to the extent set forth herein.

- j. On page 58, Replace the entire Energy Rebates/Incentives Section with the following:

Energy Rebates/Incentives:

Utility Rebates: \$300,000

Total Rebates: \$300,000

JCI will apply for utility company rebates programs at the time of application. Customer shall assign utility company rebates to JCI. JCI shall be entitled to receive and retain such utility company rebates as provided for herein. No later than thirty (30) days before the Customer's first payment is due under its financing agreement for the within Agreement, JCI shall pay to Customer the full amount of the rebate, which amount shall not be less than \$300,000. JCI hereby guarantees the rebate amount of \$300,000 and if the Customer receives a rebate in an amount less than the guaranteed amount, then JCI will pay the difference in rebates to the Customer together with the rebates actually received. In addition, if the rebate amount actually received is greater than \$300,000, such excess shall inure to the benefit of JCI up to a maximum amount of \$600,000 and JCI shall be entitled to retain such excess. Any rebate amount actually received in excess of \$600,000 shall inure to the benefit of the Customer. All rebates and/or incentives shall inure to the benefit of the Customer except as specifically provided for herein below. JCI shall be responsible for assuring that said rebates/incentives and payments for rebate deficits are promptly distributed to Customer within the period

specified herein. In the event that the guaranteed rebates are not received by the Customer within the time periods specified herein, JCI shall immediately pay to the District the amount of such rebate within the time period specified in the cash flow statement.

Notwithstanding the foregoing, if (a) the rebate is not distributed to the Customer within the specified time period, (b) JCI therefore pays \$300,000 to the Customer and (c) the rebate is subsequently issued for the Project, JCI shall retain the rebate, provided that the Customer retains any rebate amount in excess of \$600,000. Accordingly, if the rebate amount is greater than \$600,000, such excess shall inure to the benefit of the Customer and such excess shall not be counted toward the Annual Project Benefits for any year of the Agreement or Total Project Benefits.

- k. **Replace Attachment 4 Lighting Survey Line-by-Line with new Attachment 4 – Lighting Survey Line-by-Line**
 - l. **Replace Attachment 10 – Pro Forma Cash Flow with new Attachment 10 – Pro Forma Cash Flow**
3. All other references to FIM 14 Destratification Fans shall be removed from the Agreement, the Contract Amendment and any attachments thereto.
 4. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.
 5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Electronic or facsimile signatures shall have the same force and effect as originals thereof.
 6. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to caused this Amendment to become legal, valid and binding.

IN WITNESS WHEREOF, JCI and Customer have entered into this Amendment effective as of the date first set forth above.

Agreed:

Northport – East Northport School District

BY: Andrew Rapijko

Andrew Rapijko, President
name and title

5/5/16
date

Johnson Controls, Inc.

BY: James B. Cotton

James B. Cotton AGM
name and title

4/28/16
date

proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work and Services.

2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed part of this Agreement:

Schedule 1 – Scope of Work
Schedule 2 – Assured Performance Guarantee
Schedule 3 – Customer Responsibilities
Schedule 4 – Price and Payment Terms
Attachment 1 – Notice to Proceed
Attachment 2 – Change Order
Attachment 3 – Certificate of Substantial Completion; Certificate of Final Completion
Attachment 4 – Lighting Survey line-by-line
Attachment 5 – Customer’s Request for Proposals (“RFP”)
Attachment 6 – Contract between Customer and ECG Engineering PC
Attachment 7 – JCI proposal in response to Customer’s RFP
Attachment 8 – Detailed Energy Audit
Attachment 9 – Customer’s AHERA Report and asbestos ceiling tile surveys
Attachment 10 – Pro Forma Cash Flow
Appendix 1- Scope of Architectural Services
Appendix 2- Scope of Construction Services

3. **ARCHITECT OF RECORD.** The Customer has identified ECG Engineering LLC as the certified Architect of Record (the “Architect”) to provide architectural/engineering services in connection with the Work to be performed by JCI (“Architectural/Engineering Services”). The fees and total compensation for such Architectural/Engineering Services shall be \$558,330 and shall be paid by JCI to the Architect in accordance with the terms of the contract between the Customer and ECG Engineering LLC as attached hereto as Attachment 6. The Architect’s fees are included in the Total Project Benefits and shall be covered by the Guaranteed Savings in all respects. Both JCI and Customer agree and acknowledge that the Architect owes its/his/her professional obligations and duties, including duties of care to JCI and the Customer. The Architect shall remain free from any financial interest in the Agreement which conflicts with the proper completion of its/his/her responsibilities under this Agreement and which conflicts with its/his/her responsibilities and duties to the Customer. JCI will coordinate all Work and activities under this Agreement with the Architect.

JCI will utilize the services of the Architect of record and issue payment as set forth herein and in Attachment 6.

4. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** Pursuant to 8 NYCRR §155.20, this Agreement is subject to the approval of the Commissioner of Education of the State of New York. After receipt of written approval from the New York State Education Department (“SED”), and after Customer has secured financing subject to Section 32 of this Agreement, the Customer shall issue a Notice to Proceed, a form of which is attached hereto as Attachment 1 and which is in a form acceptable to SED. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer’s Notice to Proceed, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the date on which Customer and Architect execute a Certificate of Substantial Completion in the form attached hereto as Attachment 3.

Substantial Completion shall be achieved when the following items are completed by JCI and approved by Customer and the Architect:

- a. A written acknowledgement by the Customer that the Improvement Measures have been installed by JCI and completed to the satisfaction of the Customer and the Architect;
- b. A written acknowledgment by the Customer of receipt of manuals and training provided by JCI under the Agreement;
- c. A written acknowledgement by the Customer of the warranty start date and warranty period;
- d. The receipt of a punch list of items remaining to be completed by JCI;

- e. A written acknowledgement by the Customer of receipt of warranties, release of liens, and proof of payment to subcontractors; and,
- f. JCI is responsible for obtaining fire marshal approval, if such is required for this Project. JCI shall be responsible for any costs related to its failure to secure such approval.

The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate.

5. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its reasonable control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance may be made subject to the mutual written agreement of the parties.
6. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance may be made as a result of any failure to grant such access, subject to the mutual written agreement of the parties. JCI shall be required to perform its Work between the hours of 7:00am and 4:00pm Monday through Friday (or otherwise during normally scheduled custodial shifts (M-F 7:00a.m. -3:00p.m. and 3:00p.m. – 11:00p.m.) with no interruption to the District's operations, including its educational, administrative, business, special events and summer operations. Any work which will interfere with the District's operations and/or which is to be performed when the District's facilities are in operation shall be performed on evenings and weekends. Additionally, JCI shall conduct its Work during hours that are in compliance with federal, state, county or local, laws, rules, regulations, codes and ordinances. Provided that Customer allows JCI continuous access to the applicable facilities during normally scheduled custodial shifts, all costs incurred by the District, including overtime costs for District personnel, to make the facilities available during evening and weekends (Saturday and Sunday) shall be borne by JCI. The District reserves the right to determine what work will interfere with its operations and said determination shall be final. In addition, all overtime work that may be necessary must be pre-approved in writing by the Customer's Superintendent and the Assistant Superintendent. JCI shall be solely responsible for all costs associated with its failure to obtain such prior written approval. The Customer reserves the right to reject the use of any proposed subcontractors.

No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. JCI shall ensure that none of its or its Subcontractors' employees, agents, and/or consultants report to the site impaired by alcohol or controlled substances. JCI bears the responsibility of determining if its, or its subcontractors', employees are in any way impaired and whether the safety of the public, the employees of JCI and its subcontractors, the Owner, Architect, or Construction Manager are jeopardized. Each contractor shall provide drinking water for its own employees. JCI's employees, representatives, agents and consultants, and all of its subcontractors' employees, representatives, agents and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to Contractor or Subcontractor employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.

7. **PERMITS, TAXES, AND FEES.** JCI shall be responsible for obtaining all building permits and related permit fees associated with the Work and Services. Customer represents that it is a governmental entity and that it will cooperate with JCI and provide JCI with appropriate documentation that Customer is not obligated to pay any taxes associated with this Agreement. JCI shall pay any applicable sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The

Customer shall be responsible for securing any necessary approvals, easements or assessments required for the Work or the ownership and use of the Improvement Measures.

JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. JCI shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement.

- 8. WARRANTY.** JCI warrants that materials and equipment furnished by JCI will be of good quality and new and of recent manufacture, unless otherwise required or permitted by the Agreement documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work and M&V Services will conform to the requirements of the Agreement Documents. Work not conforming to these requirements including substitutions not properly approved and authorized may be considered defective.

If within two (2) years following Substantial Completion (except where longer periods of time are specified in Schedule 1 or provided for in any manufacturer's warranties or special warranties issued or obtained following the commencement of the Work, in which case such longer periods shall apply) any of the work is found to be not in accordance with the requirements of the agreement, JCI shall correct it promptly after receipt of written notice from the District and/or the Architect to do so, unless the District has previously given JCI a written acceptance of such condition. This period of two (2) years shall be extended with respect to portions of JCI's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the District of the work, and/or termination of JCI's agreement with the District. The District shall give such notice within a reasonable period of time after discovery of the condition.

Upon written notice from the Customer, JCI shall, at its option, repair or replace the defective Work or re-perform defective Services to the satisfaction of the Customer, as long as Customer provides written notice to JCI within two (2) years following Substantial Completion except where longer periods of time are specified in Schedule 1. These warranties do not extend to any Work that has been abused, altered, misused, or repaired by the Customer or third parties without the supervision and/or prior written approval of JCI, except in the case of an emergency; or if JCI serial numbers or warranty date decals have been removed or altered. If any Work is altered or repaired in an emergency, Customer will notify JCI immediately of such alterations or repairs. The Customer must promptly report any failure of the Equipment to JCI in writing. All replaced Equipment or parts remain Customer's property.

Customer understands that JCI is a provider of services under this Agreement. JCI shall not be considered a merchant or a vendor of goods. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, JCI will transfer the benefits of that manufacturer's warranty to Customer if this Agreement with Customer terminates before the equipment manufacturer's warranty expires.

JCI further warrants that the design, engineering, and installation services it performs will be performed consistent with good engineering practices and that all Work performed by JCI is warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of execution of the Certificate of Substantial Completion by Customer. Any manufacturers' warranties which exceed this two (2) year period shall be assigned to Customer to the extent allowed by the manufacturer. The warranty provided in this Agreement shall be in addition to and not in limitation of any other warranty required by the contract documentation or otherwise prescribed by law. JCI shall procure and deliver to the District, no later than the date claimed by JCI as the date of final completion, all normal and special warranties required by the contract documents.

Prior to the commencement of the Work and issuance of the final cash flow statement as set forth herein, JCI shall be fully responsible for reviewing any and all existing warranties of equipment, fixtures and appurtenances located at the Customer's facilities that may be directly and/or indirectly impacted by the work performed under the Agreement and any amendment to the Agreement to verify that the Work will not void any such existing warranties. In the event that its review uncovers a potential issue, JCI will notify the Customer in writing and the parties will agree upon a

resolution. Notwithstanding the foregoing, if JCI (a) proceeds with any work that will impair or nullify any existing warranty and (b) the Customer has not been notified in writing of the potential issue and agreed to the performance of such work, JCI shall be fully liable for the warranty. Upon completion of the work/services of the Agreement and any amendment thereto, JCI shall be fully responsible for reviewing and informing Customer of all warranties for equipment installed and/or replaced during the installation.

9. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work on a daily basis and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials and shall clean up the Work, including any dust from the materials, and surrounding areas to the reasonable satisfaction of the Customer. In the event that JCI fails to clean up the Work and the surrounding areas, upon twenty-four (24) hours written notice to JCI, the Customer will have the same cleaned. All reasonable costs associated with such clean up shall be back charged to JCI.
10. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. JCI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.
11. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM") and, unless otherwise specified herein, neither party shall be responsible therefor. JCI hereby represents and warrants that it has reviewed the Customer's AHERA Report and the Customer's asbestos ceiling tile surveys and any and all other testing results or documentation related to such materials that have been provided to JCI by Customer and shall ensure that its subcontractors review said Report, surveys and other documentation. ACM removal, abatement or clean-up identified therein or in the attached schedules is being undertaken as part of the Agreement. JCI shall cause to be performed such removal/abatement and clean-up in accordance with all applicable Federal, State and local laws, codes, rules, regulations and ordinances. JCI shall be fully responsible for the failure of JCI and/or its subcontractors to perform the Work in accordance with said requirements. JCI shall and/or shall cause its subcontractors to defend and hold harmless Customer, its officers, trustees, and employees from any and all actions, claims, costs, causes of action, damages, fines, fees, penalties, suits of any kind arising directly or indirectly from the performance of ACM related work. Customer shall provide in writing, and JCI and its subcontractors must review and become familiar with, the Customer's Asbestos Management Plan. Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that has not previously been identified in Customer's AHERA Report, the Customer's asbestos ceiling tile surveys, and other testing results or documentation set forth above and that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other, and the parties shall meet to discuss how to proceed. Customer may request that JCI provide a calculation of the cost of enclosing, removing, encapsulating or otherwise abating such ACM in the areas in which Work or M&V Services are to be performed in accordance with applicable code, laws, rules, regulations, ordinances and guidelines. Upon receiving said calculation, the parties will meet and mutually agree upon how to proceed, including but not limited to the following options: (i) arranging to have said ACM abated at the Customer's cost; or (ii) Customer paying JCI to cause such ACM to be abated.

Other Hazardous Materials: JCI shall be solely responsible for abating, removing or disposing of any Hazardous Materials (as defined below) associated with the Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. All costs for said abatement, disposal and/or removal of JCI Hazardous Materials, including all necessary and required testing, are solely the responsibility of JCI. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services other than those Non-JCI Hazardous Materials already identified by Customer and JCI in writing as part of this Agreement, it shall promptly stop the Work or M&V Services in the affected area and notify the other. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or

employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, polychlorinated biphenyls or mercury. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold. Should JCI and/or its subcontractors become aware of the presence of Non-JCI Hazardous Materials that may be disturbed by JCI's Work or M&V Services, JCI shall promptly notify Customer, and the parties shall meet to discuss how to proceed. Customer may request that JCI provide a calculation of the cost of remediating such Non-JCI Hazardous Materials in the areas in which Work or M&V Services are to be performed in accordance with applicable code, laws, rules, regulations, ordinances and guidelines. Upon receiving said calculation, the parties will meet and mutually agree upon how to proceed, including but not limited to the following options: (i) arranging to have said Non-JCI Hazardous Materials remediated at the Customer's cost; or (ii) Customer paying JCI to cause such Non-JCI Hazardous Materials to be remediated.

JCI shall not be responsible for any losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or Customer's storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 11. Notwithstanding the foregoing, JCI shall indemnify and hold harmless the District from any and all liability associated with the removal, abatement and/or disposal of asbestos containing and hazardous materials undertaken by JCI, its employees, agents, representatives or its subcontractors or agents pursuant to this Agreement.

JCI shall coordinate any asbestos/hazardous material testing and sampling with the Customer's Environmental Consultant. All costs associated with such testing/sampling shall be the responsibility of JCI.

- 12. CHANGE ORDERS.** The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties and shall be subject to the availability of funds and written approval of the Board of Education for Customer, the Architect, SED and leasing company, if necessary. Any Change Order will not be considered effective until it is signed by an authorized representative of each party and the Architect. Upon written consent of the Customer, JCI may delay performance of Work subject to the Change Order until adjustments arising out of the Change Order are clarified and agreed upon. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted subject to the availability of funds and written approval of the Board of Education, the Architect and SED.
- 13. TITLE TO THE EQUIPMENT.** Title to all completed or partially completed work at the job site, all materials to be used in connection with the work, and all materials delivered to and/or stored at said job site which are intended to become a part of the completed work covered by this Agreement shall be in the name of the Customer. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Customer, JCI shall be liable for all loss of or damage to said completed work, partially completed work, materials furnished by JCI, and/or materials or equipment furnished by others, the custody of which has been given to JCI, arising from any cause other than those against which the Customer herein undertakes to carry insurance. In the event of loss or damage from cause other than those against which the Customer undertakes to carry insurance, JCI shall replace or repair the said work or materials at its own cost and expense, to the complete satisfaction of the Customer and its Architect
- 14. CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:
- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise; and
 - (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement.

15. INSURANCE.

A. Prior to commencing the Work, JCI shall provide a certificate of insurance with Contractor showing its insurance coverage's, and JCI shall maintain such insurance in full force and effect at all times until the Work and Services have been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITY
Errors & Omissions Policy	\$2,000,000.00 per occurrence \$2,000,000.00 aggregate
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory \$1,000,000 each accident, disease each employee and disease policy limit
Commercial General Liability Insurance, including Contractual	\$5,000,000 per Occurrence \$5,000,000 Aggregate on a per project basis
Products – Completed/Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000 \$1,000,000 each occurrence
Fire Damage (any one fire)	\$1,000,000
Medical Expenses (any one person)	\$50,000
Commercial Automobile Liability Insurance	\$5,000,000 Combined Single Limit
Installation floater insurance	Amount sufficient to repair or replace the work. The Customer must be listed as a loss payee on this policy.

The above limits are obtained through primary and excess policies.

Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

- B. The insurance required to be procured by JCI pursuant to paragraph A of this section shall be purchased from and maintained by an insurance carrier authorized to do business in the State of New York, with an A. M. Best rating of "A" or better. JCI must submit the Certificate of Insurance to the Customer for its approval prior to the commencement of any work.
- C. All insurance coverage to be provided by JCI pursuant to paragraph A of this section shall include a cancellation notice to the Customer of at least thirty (30) days.
- D. All commercial general and automobile liability insurance coverage to be provided by JCI shall include the Customer as additional insured on the policy with respect to liability arising out of operations performed for Customer by or on behalf of JCI, but only to the extent of damages caused by JCI's negligence. Additionally, the insurance coverage to be provided by JCI pursuant to paragraph A of this section shall state that JCI's coverage shall be the primary coverage for JCI's work. Additional insured status will be provided by both ISO additional insured endorsement CG 2033 and CG 20 37 or equivalent.
- E. In the event that any of the insurance coverage to be provided by JCI to the Customer contains a deductible, JCI shall indemnify and hold the Customer, Architect, Consultant or Sub-Consultants and agents and employees of Customer, Architect, Consultant or Sub-Consultants harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of JCI.
- F. JCI acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this section shall constitute a material breach of contract and subjects JCI to liability for damages the Customer sustains as a result of

such breach. This indemnity obligation is in addition to any other indemnity obligation provided in the Agreement. In addition, JCI shall be responsible for the indemnification to the Customer of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

- G. JCI shall require all subcontractors to carry appropriate insurance coverages and limits of liability similar to those set forth in paragraph A of this section and adjusted to the nature of subcontractors' operations and submit proof of same to the Customer for approval prior to start of any work. In the event that JCI fails to require its Subcontractors to carry such insurance and a claim is made or suffered, JCI shall indemnify, defend, and hold harmless the Customer, Architect, Consultants, and Sub-Consultants, board, officers and their agents and employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation that will be provided for the Contract. In addition, JCI shall require the Architect, selected by the District and compensated by JCI, to maintain the following insurance coverage:

The Architect shall maintain professional liability insurance (errors and omissions) in an amount no less than \$2,000,000 worker's compensation in amounts required by law, and general liability insurance (including owned, non owned and hired motor vehicles) in a single limit amount of no less than \$1,000,000. The Customer shall be named as an additional insured on all policies except worker's compensation and professional liability.

- H. JCI assumes responsibility for all injury or destruction of JCI's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of JCI's employees. Any policy of insurance secured covering JCI or Subcontractors leased or hired by them and any policy of insurance covering JCI or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Customer for any loss or damage to such property.
- I. The Customer in good faith may adjust and settle a loss with JCI's insurance carrier.
- J. JCI waives all rights against the Customer, its board, officers, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any insurance policy procured or other property insurance applicable to JCI's work.

In addition to the coverages required and under the same terms and requirements of such coverages, JCI shall require its environmental subcontractor to provide hazardous material liability insurance as follows: \$2,000,000/occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall name the Customer as an additional insured and include coverage for the subcontractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and cleanup costs. If a retroactive date is used, it shall predate the inception of the Agreement. If motor vehicles are used for transporting hazardous materials, JCI's environmental subcontractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MC90. Coverage shall fulfill all requirements set forth herein and shall extend for a period of three (3) years following acceptance by the Customer of the Certificate of Completion.

- K. Before commencement of its work, JCI shall obtain and pay for such insurance as may be required to comply with the provisions outlined under the Agreement.

16. INDEMNIFICATION.

To the fullest extent permitted by applicable Law, JCI agrees to defend, indemnify and hold the District, its Board, officers, agents and employees, harmless from and against any and all claims, liabilities, actions, judgments, losses, costs, damages or expenses (including reasonable attorneys' fees) suits, actions or damages ("claims") arising by reason of bodily injury, death or damage to property to the extent caused by the negligence, misconduct or wrongful act of JCI, its officers, agents, subcontractors or employees.

JCI shall indemnify and hold harmless the District, its board, officers, employees, agents, representatives and assigns against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorney's fees as determined by court order, arising out of or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialman.

JCI shall indemnify and hold harmless the District, its board, officers, employees, agents and assigns from and against all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees, arising out of or related to JCI's, its officers, employees, agents, representatives, or its subcontractor's performance of this Agreement.

This provision shall survive termination of this Agreement.

17. PAYMENT AND PERFORMANCE BOND.

- A. JCI shall, prior to the commencement of construction, deliver to the Customer Performance and Payment Bonds in a sum equal to the contract amount with sureties licensed by the State of New York and satisfactory to the Customer, conditioned upon the faithful performance by JCI, for the implementation of the Improvement Measures, such bonds to be in such form of AIA Document A312, as modified, and shall contain such provisions as are reasonably satisfactory to the Customer. The Performance and Payments Bonds shall apply only to the Installation Period, as defined in Schedule 2. Such bonds shall not apply to the Assured Performance Guarantee. A rider including the following provisions shall be attached to each Bond:
1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Agreement Documents. Such addition, alteration, change, extension of time, or other modification of the Agreement Documents, or a forbearance on the part of either the Customer or JCI to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
 2. Surety further agrees that in event of any default by the Customer in the performance of the Customer's obligations to JCI under the Agreement, JCI or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Customer, and the Customer shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Customer.
- B. In addition to the payment and performance bond described herein, JCI shall deliver to the Customer an Energy Savings Guarantee Bond in an amount equal to 100% of the total cost of the guaranteed savings as set forth in this Agreement. The Energy Savings Guarantee Bond shall be issued for the term of the Guarantee Period as defined in Schedule 2 hereof.

18. REVIEW BY THE STATE EDUCATION DEPARTMENT/APPROVAL OF CONTRACT. JCI and Customer acknowledge that this Agreement is subject to 8 NYCRR 155.20 and, as such, requires the approval of the Commissioner of Education of the State of New York. This Agreement shall not be executory until Commissioner's approval is obtained. Upon receiving SED approval and building permits, the cash flow for the Project will be recalculated with current energy costs, utility rebates, building aid and current interest rates. If the recalculation of cash flow does not yield a positive cash flow for Customer, Customer reserves the right in its sole discretion and without any liability to JCI whatsoever, to terminate this Agreement in its entirety or reduce the scope of the Work as necessary to achieve a positive cash flow for the Customer during the term of the Agreement. Moreover, in the event that building aid for the Project is reduced and/or eliminated, Customer, in its sole discretion and without any liability to JCI whatsoever, shall have the right to terminate the Agreement or to reduce the scope of Work as necessary to achieve a positive cash flow for Customer during the term of the Agreement. The Price and Payment Terms set forth at Schedule 4 of this Agreement will be adjusted by Change Order or amendment to this Agreement to reflect any necessary modifications resulting therefrom. Upon request by Customer, JCI will assist Customer in obtaining additional aid for the Project which may include SED building aid and/or rebates.

In addition, this Agreement shall not be executory until Customer's attorneys' approval is obtained. Prior to SED approval, it shall be JCI's sole responsibility to validate each Improvement Measure with Customer and gain the final approval of the savings outlined in Schedule 2. This process may include the providing of mock-ups and/or site visits as well as delivering additional presentations if necessary. Without final Customer approval of Schedule 2 and any requested mock-ups, this Agreement shall not be executory. If SED approval is not obtained within 270 days of the date of the

Architect's submittal to SED, JCI reserves the right to propose modifying the terms of this Agreement, including but not limited to the cost to be financed under this Agreement, subject to Customer's approval in writing, which shall not be unreasonably withheld. JCI agrees to cooperate with Customer in obtaining necessary approvals, including approval by the Commissioner of Education. This shall include providing the certifications pursuant to 155.20 (d) (7) (ii), (iii) and (iv) of the Regulations of the Commissioner of Education. Notwithstanding the above, should any portion of this Agreement fail to be approved by SED, or, if the Scope of Work contained in this Agreement is not approved by SED in its entirety, Customer may, in its sole discretion, elect to terminate this Agreement. JCI shall have no remedy at law or in equity for such termination or for any costs incurred by JCI up to the effective date of termination.

In addition to the Customer's right to reduce the scope of work as set forth in this Section 18 and Section 19 herein or Customer's right to terminate this Agreement as described herein, the Customer further reserves the right, in its sole discretion and without any liability to JCI whatsoever, to reduce the scope of work if the Customer determines that any FIM, or portion thereof, is no longer necessary or if any FIM, or portion thereof, is undertaken by the Customer as part of a capital improvement project.

- 19. CASH FLOW STATEMENTS.** It is understood and agreed that, at all times during the Guarantee Period, the annual savings set forth in the cash flow statements must remain positive. JCI shall provide the District with the required cash flow statements as set forth herein. Such cash flow statements shall be appended to this Agreement. The cash flow statement shall list the guaranteed rebates; however, all rebates shall inure to and be payable to the District. In addition, JCI shall provide the District with revised cash flow statements at the following intervals: (1) upon the New York State Education Department's approval of the Agreement and any amendment between the parties; (2) upon issuance of the State Aid report identifying the aid that will be allocated for the project; (3) upon receipt of any utility rebate or incentive; (4) upon the District's finalization of its financing of the project (the "Financing Period"); (5) prior to the commencement of any work under the Agreement and any amendments; and (6) at any other time as may be requested by the District. All revised cash flow statements shall be attached and become part of the contract documents. If the Project does not yield a positive cash flow to the District for any year of the contract term (as identified by the cash flow statements provided during the Financing Period), the District shall be permitted to reduce the scope of the Project without liability of any type so as to achieve a positive cash flow in each year of the contract term. The Project shall not commence until the District provides its written acceptance of the final cash flow statement, which must include the eligible building aid for the Project as provided by the New York State Education Department in writing and the applicable interest rate for the Project. Under no circumstance shall the Project commence without written authorization from the District approving the cash flow for the Project. In the event that JCI commences without written approval of the final cash flow statement, JCI shall be liable for any negative cash flow of the District for the entire term of the Agreement and for any other loss incurred by the District resulting from its failure to produce a positive cash flow for each year of the Project.
- 20. CORRESPONDENCE.** JCI shall provide copies of all correspondence and/or other communications by and/or between it, the Architect, Consultants and/or the New York State Education Department contemporaneously with its transmission or receipt of such communications. JCI shall be responsible for assuring that the District received the transmittals and correspondence, maintain all correspondence and turn over after project completion
- 21. FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; fires; explosions or other casualties; riots or war; acts of terrorism; electrical power outages; or interruptions or degradations in telecommunications, computer, or electronic communications systems.
- 22. JCI'S PROPERTY.** Except as set forth in Schedule 1 – Scope of Work regarding materials to be furnished or installed as part of the Work, all materials and tools used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media, remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed upon appointment during normal business hours. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

- 23. GOVERNING LAW.** The Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to choice of law principles. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the State and U.S. Federal courts in the County of Suffolk, New York. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- 24. MODIFICATIONS.** Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing. The parties contemplate that such modifications may include, but are not limited to, the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Customer. These modifications may take the form of additional work or modifications to the original scope of Work or Services.
- 25. TERMINATION.** Customer reserves the right to terminate this Agreement for any reason, or no reason whatsoever, upon thirty (30) days written notice to JCI. In the event of such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the Customer must be completed by JCI, its employees, and/or agents within thirty (30) days of the termination date. Customer shall pay to JCI all undisputed amounts due for Work satisfactorily completed up to the date of termination.
- 26. WAGE AND HOURS PROVISIONS.** This is a public work contract covered by Article 8 of the Labor Law. Neither JCI's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, JCI and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Accordingly, JCI and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project and shall comply with all requirements governing its payments to its employees as set forth in section 220 et. seq. of the New York State Labor Law. JCI must submit the required certified payrolls with its requests for payment. The Customer will not make any payment to JCI unless the completed certified payrolls are submitted to the Customer.
- 27. CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.
- 28. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
- 29. INDEPENDENT CONTRACTOR.** JCI is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties. Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of JCI on the Customer's property. The entire control or direction of such business and operations shall be in and shall remain in JCI, subject only to JCI's performance of its obligations under this Agreement. Neither JCI nor any person performing any duties or engaged in any Work on the Customer's property on behalf of JCI shall be deemed an employee or agent of Customer. Nothing in this Section shall be deemed to be a waiver of the Customer's right to use its property. Customer and JCI are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
- 30. NOTICE/SERVICE OF PROCESS.** In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the parties hereby consent to service of process upon them by registered or certified mail, return

receipt requested. Service hereunder shall be complete upon a party's receipt of process or upon the sending party's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The parties must promptly notify each other, in writing, of each and every change of address to which service of process can be made. Service by a party to the last known address of the other party shall be sufficient.

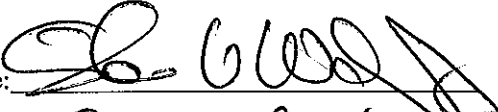
31. **COMPLIANCE WITH LAW.** JCI shall comply with and obtain, at its expense, all licenses and permits required by Federal, state and local laws, rules, regulations and ordinances in connection with the installation of the Improvement Measures. To the extent that JCI agrees to perform operations and/or maintenance of specified Improvement Measures or other equipment, it shall comply with and obtain, at its expense, all licenses and permits which may be required by Federal, state and local laws, rules, regulations and ordinances in connection with the operation and/or maintenance of such specified Improvement Measures. In the event that JCI cannot procure any such license or permit in light of a requirement that Customer is required to do so, Customer will procure the same at JCI's cost and expense. JCI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively "Laws") in connection with its performance hereunder.
32. **NON-APPROPRIATION.** This Agreement shall be executory only to the extent of the monies appropriated and available for the purposes of this Agreement, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Agreement.
33. **ASSIGNMENT.** The parties agree not to assign, transfer, convey or sublet or otherwise dispose of this Agreement nor any duties or obligations hereunder or rights, title and interest therein or power to execute such Agreement, to any other person, firm or corporation without the previous consent in writing of the other party; provided, however, that JCI may subcontract any portion of the Work to be performed hereunder in accordance with the provisions set forth herein. JCI may not assign any monies due or to become due to it pursuant to its Agreement with Customer without Customer's prior written consent. Any such assignment shall be in a form acceptable to Customer. If JCI attempts to make such an assignment without such consent from Customer, JCI shall nevertheless remain legally responsible for all obligations under its Agreement with Customer.
34. **SUBCONTRACTING.** JCI may elect to use subcontractors in meeting its obligations hereunder. All subcontractors must be approved by Customer. Customer reserves the right to reject the use of any subcontractor, upon discussion and mutual agreement of JCI. JCI and its subcontractors will be required to wear photo identification and yellow safety vests at all times while on School District property. JCI and its subcontractors as necessary shall attend any meetings when reasonably required during the construction of the Project. By appropriate agreement, JCI shall require each subcontractor to be bound to JCI by the terms of this Agreement.
35. **NOTIFICATIONS OF GOVERNMENTAL ACTION - Occupational Safety and Health.** The parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of Federal, state or local codes, laws, rule or regulation relating in any way to the undertakings of either Party under this Agreement. JCI represents and warrants that it will meet all applicable OSHA requirements applicable to this Agreement, including any required certification and training requirements for its employees and its subcontractors.
36. **TRAINING.** JCI shall provide adequate training to Customer's employees to allow Customer or its employees to have sufficient knowledge with respect to the proper use and operation of the equipment and FIMs.
37. **WAIVER.** The failure of either party to require compliance with any provision of this Agreement shall not affect that party's right to later enforce the same. It is agreed that the waiver by either party of performance of any other terms of this Agreement or of any breach thereof will not be held or deemed to be a waiver by that party of any subsequent failure to perform the same or any other term or condition of this Agreement or any breach thereof.
38. **NON-DISCRIMINATION.** JCI agrees not to discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, disability, color, religion, national origin, Vietnam era military service or ancestry in accordance with applicable Federal, New York State or local laws, rules, and ordinances.

- 39. INTERNATIONAL BOYCOTT.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Agreement exceeds \$5,000, JCI, as a material condition of the Agreement, represents that neither JCI nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If JCI, or any of the aforesaid affiliates of JCI, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. JCI shall so notify Customer within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
- 40. NON-COLLUSION.** JCI warrants, under penalty of perjury, that its proposal was arrived at independently and without collusion aimed at restricting competition. JCI further warrants that at the time it submitted its response to the Customer's RFP an authorized and responsible person executed and delivered to the Customer a valid non-collusive, certification on JCI's behalf.
- 41. SET OFF RIGHTS.** Customer shall have all of its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, Customer's option to withhold for the purposes of set-off any moneys due to JCI under this Agreement up to any amounts due and owing to Customer with regard to this Agreement, any other contract with Customer, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to Customer for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. Customer shall exercise its set-off rights in accordance with normal Customer practices including, in cases of set-off pursuant to an audit, the finalization of such Customer audit by a State agency, its representatives, or the State Comptroller.
- 42. BOOKS; RECORDS.** JCI shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or such longer period as may be required by applicable Law. The State Comptroller, the Attorney General, the Commissioner of Education, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Agreement, shall have access to the Records during normal business hours at an office of JCI within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. Customer shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) JCI shall timely inform an appropriate Customer official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, either party's right to discovery in any pending or future litigation.
- 43. THIRD PARTY BENEFICIARIES.** This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.
- 44. CUSTOMER POLICIES.** It is understood and agreed that JCI, its employees, agents, subcontractors and employees of such agents and subcontractors, shall adhere to Customer's policies with respect to conduct on the Customer's property as well as any and all Federal, state, and local laws, rules, ordinances, regulations, Customer's policies and procedures applicable to construction projects on Customer's premises, to the extent such policies are provided to JCI in writing.
- 45. POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation, except as provided in Section 32 hereof.
- 46. SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

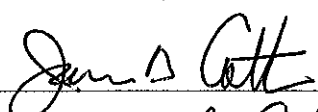
47. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. In the event that any of the terms of this Agreement, any schedule, attachment or appendix hereto, except for those terms of Attachment 6 which do not apply to JCI, and except for any scope of work provisions in the RFP, conflict with one another or with the terms of the Customer's RFP for District-wide implementation of Energy Conservation Measures on a Performance Contracting basis, the terms more favorable to Customer shall prevail. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.
48. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
50. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile (914-593-5262) or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202; and to Customer at the address listed on the first page of this Agreement.
51. **EXECUTION.** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile and/or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

**BOARD OF EDUCATION OF THE
NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT**

Signature: 
 Printed Name: Steven V. Waldenberg, Jr.
 Title: Board President
 Date: 12-9-13

JOHNSON CONTROLS, INC.

Signature: 
 Printed Name: James B. Cotton
 Title: Regional GM
 Date: 12/6/13

Construction Management**Construction Management Services**

All work set forth in the Agreement must be coordinated with the Customer, approved by the Architect as set forth in the Agreement and attachments thereto and be carried out in accordance with this Agreement and all attachments and appendices hereto.

1. JCI will prepare and maintain an overall Project Management Plan and Construction Schedule which shall be provided to the Customer and Architect for approval. Updates will be provided by JCI to the Customer and the Architect on an on-going basis.
2. JCI shall maintain a staff to administer the contract terms and conditions with all subcontractors.
3. JCI will provide coordination and total supervision of the work of separate FIMs ensuring enforcement of all contract provisions, compliance with energy initiatives, and timely completion of the project. All such work must be coordinated with the Customer and the Architect.
4. JCI shall establish and maintain coordination procedures, including project meetings, documentation process, etc. JCI shall attend all project meetings as required by the Customer and/or the Architect.
5. JCI shall submit a site accessibility plan to the Customer, Architect and contractors/subcontractors to ensure continuous operation of school services and activities. All schedules and site accessibility plans require approval by the Customer and Architect.
6. JCI shall perform all inspection work necessary to assure the conformity to the plans and specifications until final completion and acceptance of the project by the Customer.
7. JCI shall coordinate post-completion activities including the assembly of guarantees, manuals, as-built drawings of all trade and subcontractors, and the Customer's final acceptance with the Architect. JCI shall coordinate training of the Customer's personnel by installers and vendors for the operations of the project with the Customer's Representative and Architect.
8. JCI shall coordinate all aspects of the project with the District-approved Architectural/Engineering firm, ECG Engineering LLC. ECG will prepare and submit all necessary design work to the New York State Education Department for approval in accordance with the terms of the Agreement between the Customer and Architect attached hereto at Attachment 6 and Appendix 1, Scope of Architectural Services.
9. In addition to the terms set forth herein, Appendix 2, Scope of Construction Services delineates the terms and conditions of the construction services to be provided by JCI. JCI represents that it is aware of and bound by the terms and conditions of the services as provided said Appendices.
10. JCI and its subcontractors will be required to wear photo identification at all times while on School District property.
11. JCI and its subcontractors shall attend Customer Committee meetings at the request of the Customer, if any, during the construction of the project.

Schedule 1

Construction phase services will be performed according to the terms and conditions of Appendix 1, Scope of Architectural Services and Appendix 2, Scope of Construction Services.13. Work will commence upon SED approval and the Customer's receipt of the necessary financing for the project. Hours of work are 7AM to 4PM Monday thru Friday (or otherwise during normally scheduled custodial shifts). Provided that Customer allows JCI continuous access to the applicable facilities during normally scheduled custodial shifts and except when the Customer directs JCI to work at a time other than during normally scheduled custodial shifts, all costs incurred by the Customer, including overtime costs for District personnel, to make the facilities available during evening and weekends shall be borne solely by JCI.

SUMMARY OF WORK: The following summarizes the Work to be provided by JCI under this Agreement, as further defined below:

FIM	PROPOSED MEASURES	Bellerose Avenue Elementary School	Dickinson Avenue Elementary School	East Northport Middle School	Fifth Avenue Elementary School	Northport High School	Northport Middle School	Norwood Avenue Elementary School	Ocean Avenue Elementary School	Pulaski Road Elementary School	William J. Brosnan School
		Oil	Oil / DHW Gas	Oil/Gas	Oil	Oil/Gas	Oil/Gas	Oil	Oil / DHW Gas	Oil / DHW Gas	Oil
		Hot Water	Hot Water	Hot Water	Hot Water	Hot Water	Hot Water	Hot Water	Water Addition	Hot Water	Hot Water
FIM 1	Lighting - Fixture Retrofit	X	X	X	X	X	X	X	X	X	X
FIM 2	Lighting - Fixture Controls	X	X	X	X	X	X	X	X	X	X
FIM 3	Building Envelope Improvements - Weatherization	X	X	X	X	X	X	X	X	X	X
FIM 4	Energy Management System	X	X	X	X	X	X	X	X	X	X
FIM 5	Steam Traps - Replacement								X		
FIM 6	Boilers/DHW Heater - Burners Controllers	X	X	X	X	X	X	X	X	X	X
FIM 7	Computers - Power Management	X	X	X	X	X	X	X	X	X	X
FIM 8	Water Conservation	X	X	X	X	X	X	X	X	X	X
FIM 9	Vending Machine Controllers	X	X	X	X	X	X	X	X	X	X
FIM 10	Air Conditioning Compressor Controllers					X	X				
FIM 11	Transformers					X					
FIM 12	Refrigeration Compressor Controllers			X		X	X	X			
FIM 13	Refrigeration Upgrades			X		X					
FIM 14	Destratification Fans	X	X	X	X		X	X	X	X	X
FIM 15	Building Envelope Improvements - Attic Insulation							X			
FIM 16	Unit Ventilator Refurbishment	X	X	X	X	X	X	X	X	X	X
		10	10	12	10	12	13	11	12	10	10

Northport High School		Northport Middle School	
FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements		FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements	
FIM 2 Lighting – Fixture Controls		FIM 2 Lighting – Fixture Controls	
FIM 3 Building Envelope Improvements - Weatherization		FIM 3 Building Envelope Improvements - Weatherization	
FIM 4 Energy Management System		FIM 4 Energy Management System	
FIM 6 Boiler Controllers		FIM 6 Boiler Controllers	
FIM 7 Computer Management Software		FIM 7 Computer Management Software	
FIM 8 Water Conservation		FIM 8 Water Conservation	
FIM 9 Vending Machine Controllers		FIM 9 Vending Machine Controllers	
FIM 10 Air Conditioner Compressor Controllers		FIM 10 Air Conditioner Compressor Controllers	
FIM 11 Transformers		FIM 12 Refrigeration Compressor Controllers	
FIM 12 Refrigeration Compressor Controllers		FIM 13 Refrigeration Upgrades	
FIM 16 Unit Ventilator Mechanical Refurbishment		FIM 14 Destratification Fans	
		FIM 16 Unit Ventilator Mechanical Refurbishment	
East Northport Middle School			
FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements		Bellerose Ave Elementary School	
FIM 2 Lighting – Fixture Controls		FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements	
FIM 3 Building Envelope Improvements - Weatherization		FIM 2 Lighting – Fixture Controls	
FIM 4 Energy Management System		FIM 3 Building Envelope Improvements - Weatherization	
FIM 6 Boiler Controllers		FIM 4 Energy Management System	
FIM 7 Computer Management Software		FIM 6 Boiler Controllers	

Schedule 1

FIM 8 Water Conservation	FIM 7 Computer Management Software
FIM 9 Vending Machine Controllers	FIM 8 Water Conservation
FIM 12 Refrigeration Compressor Controllers	FIM 9 Vending Machine Controllers
FIM 13 Refrigeration Upgrades	FIM 14 Destratification Fans
FIM 14 Destratification Fans	FIM 16 Unit Ventilator Mechanical Refurbishment
FIM 16 Unit Ventilator Mechanical Refurbishment	
Dickenson Ave Elementary School	Fifth Ave Elementary School
FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements	FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements
FIM 2 Lighting – Fixture Controls	FIM 2 Lighting – Fixture Controls
FIM 3 Building Envelope Improvements – Weatherization	FIM 3 Building Envelope Improvements - Weatherization
FIM 4 Energy Management System	FIM 4 Energy Management System
FIM 6 Boiler Controllers	FIM 6 Boiler Controllers
FIM 7 Computer Management Software	FIM 7 Computer Management Software
FIM 8 Water Conservation	FIM 8 Water Conservation
FIM 9 Vending Machine Controllers	FIM 9 Vending Machine Controllers
FIM 14 Destratification Fans	FIM 14 Destratification Fans
FIM 16 Unit Ventilator Mechanical Refurbishment	FIM 16 Unit Ventilator Mechanical Refurbishment
Norwood Ave Elementary School	Ocean Ave Elementary School
FIM 1 Lighting – Lighting – Fixture Retrofit and Ceiling Replacements	FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements
FIM 2 Lighting – Fixture Controls	FIM 2 Lighting – Fixture Controls
FIM 3 Building Envelope Improvements - Weatherization	FIM 3 Building Envelope Improvements - Weatherization
FIM 4 Energy Management System	FIM 4 Energy Management System
FIM 6 Boiler Controllers	FIM 5 Steam Traps
FIM 7 Computer Management Software	FIM 6 Boiler Controllers
FIM 8 Water Conservation	FIM 7 Computer Management Software
FIM 9 Vending Machine Controllers	FIM 8 Water Conservation
FIM 16 Refrigeration Compressor Controllers	FIM 9 Vending Machine Controllers
FIM 14 Destratification Fans	FIM 14 Destratification Fans
FIM 16 Unit Ventilator Mechanical Refurbishment	FIM 15 Building Envelope Improvements - Attic Insulation
	FIM 16 Unit Ventilator Mechanical Refurbishment
Pulaski Rd Elementary School	
FIM 1 Lighting – Fixture Retrofit and Ceiling	William J Brosnan School (Admin Bldg)

Schedule 1

Replacements	
FIM 2 Lighting – Fixture Controls	FIM 1 Lighting – Fixture Retrofit and Ceiling Replacements
FIM 3 Building Envelope Improvements - Weatherization	FIM 2 Lighting – Fixture Controls
FIM 4 Energy Management System	FIM 3 Building Envelope Improvements - Weatherization
FIM 6 Boiler Controllers	FIM 4 Energy Management System
FIM 7 Computer Management Software	FIM 6 Boiler Controllers
FIM 8 Water Conservation	FIM 7 Computer Management Software
FIM 9 Vending Machine Controllers	FIM 8 Water Conservation
FIM 14 Destratification Fans	FIM 9 Vending Machine Controllers
FIM 16 Unit Ventilator Mechanical Refurbishment	FIM 14 Destratification Fans
	FIM 16 Unit Ventilator Mechanical Refurbishment

FIM 1 – LIGHTING – FIXTURE RETROFIT AND CEILING REPLACEMENTS

Johnson Controls shall furnish and install lighting throughout the District either by retrofitting and/or replacing with new the lighting fixtures at:

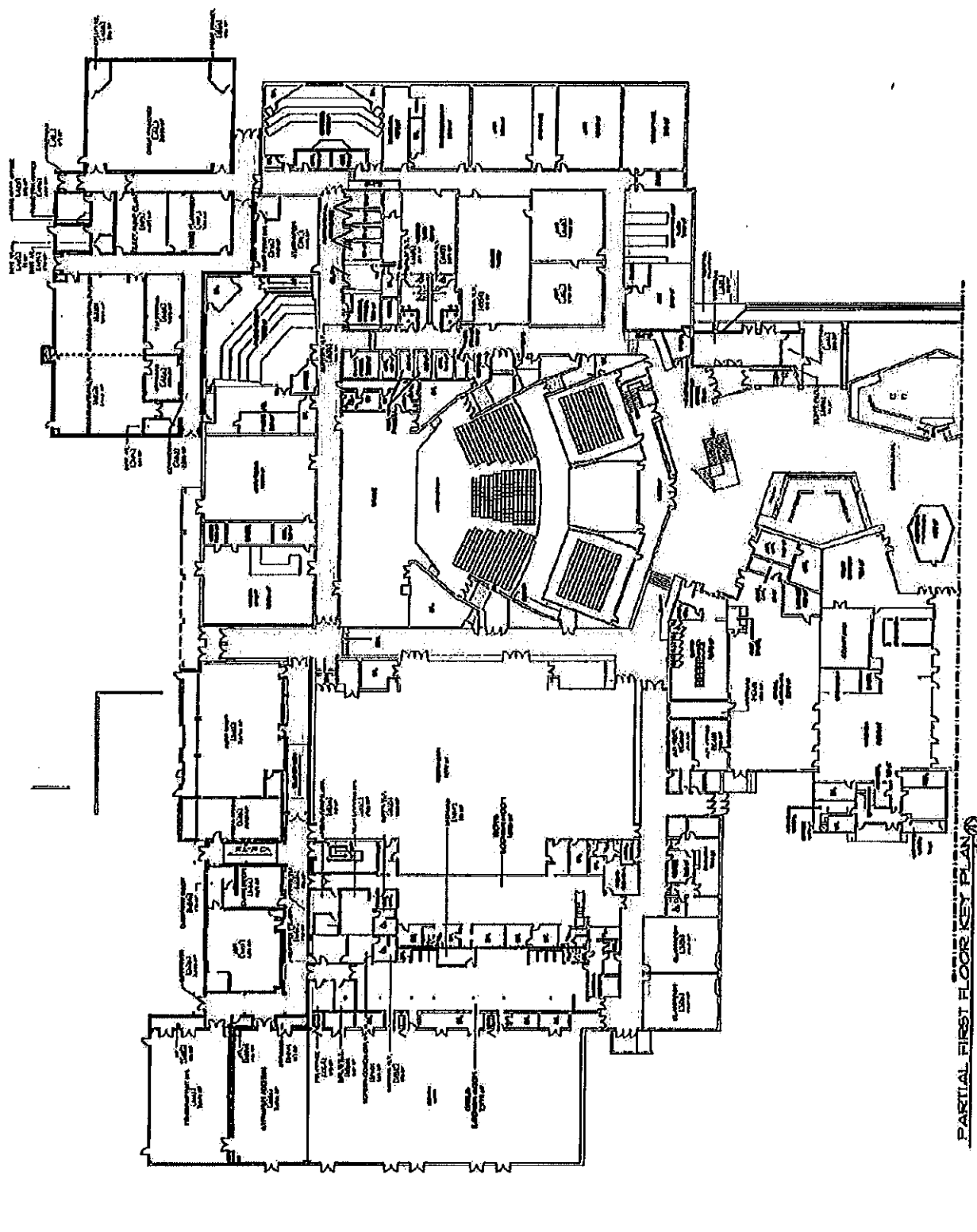
- Northport High School
- East Northport Middle School
- Northport Middle School
- Bellerose Ave. Elementary School
- Dickenson Ave. Elementary School
- Fifth Ave. Elementary School
- Norwood Ave. Elementary School
- Ocean Ave. Elementary School
- Pulaski Rd. Elementary School
- William J. Brosnan School (Admin Bldg)

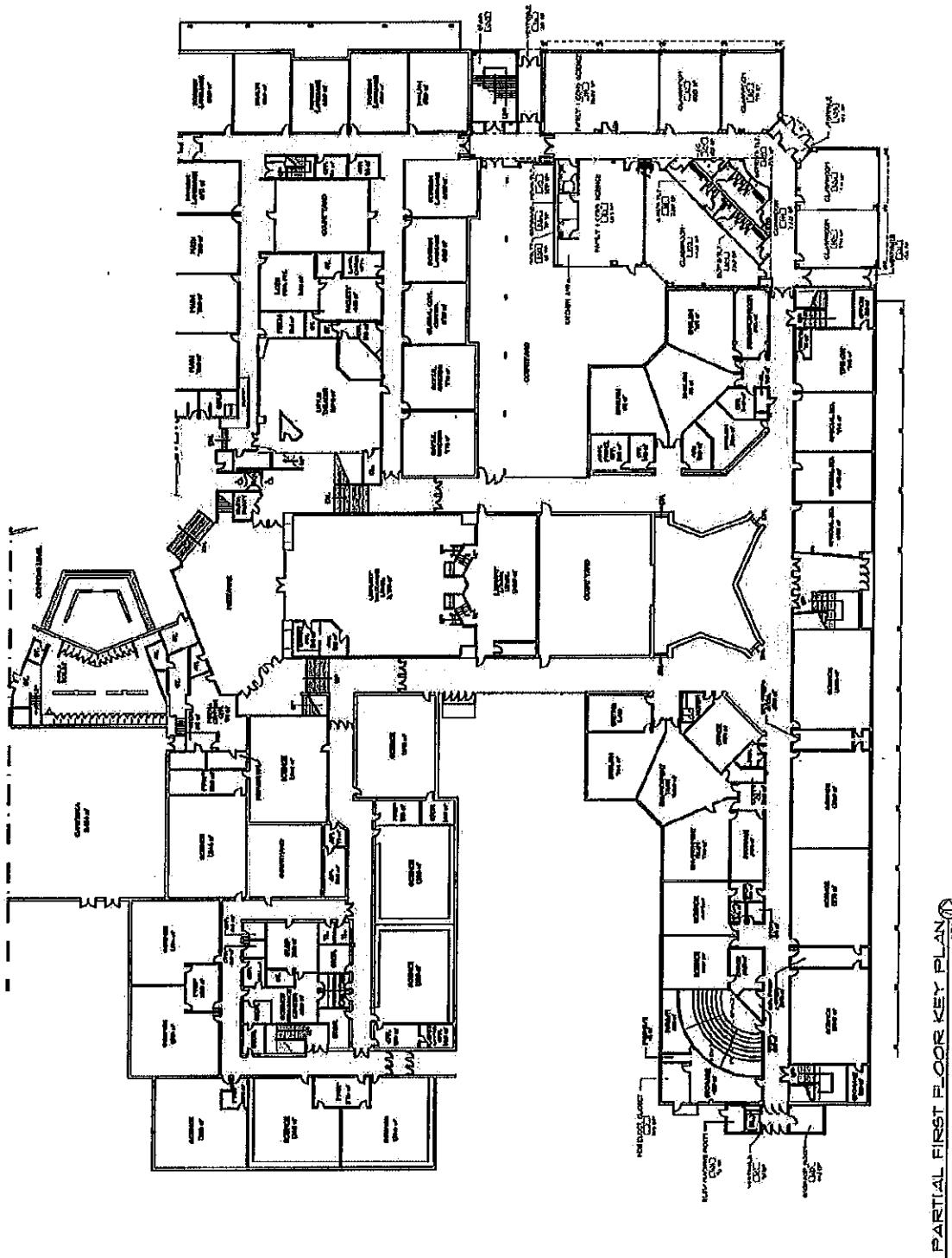
As per attached lighting survey line by line included in Attachment 4.

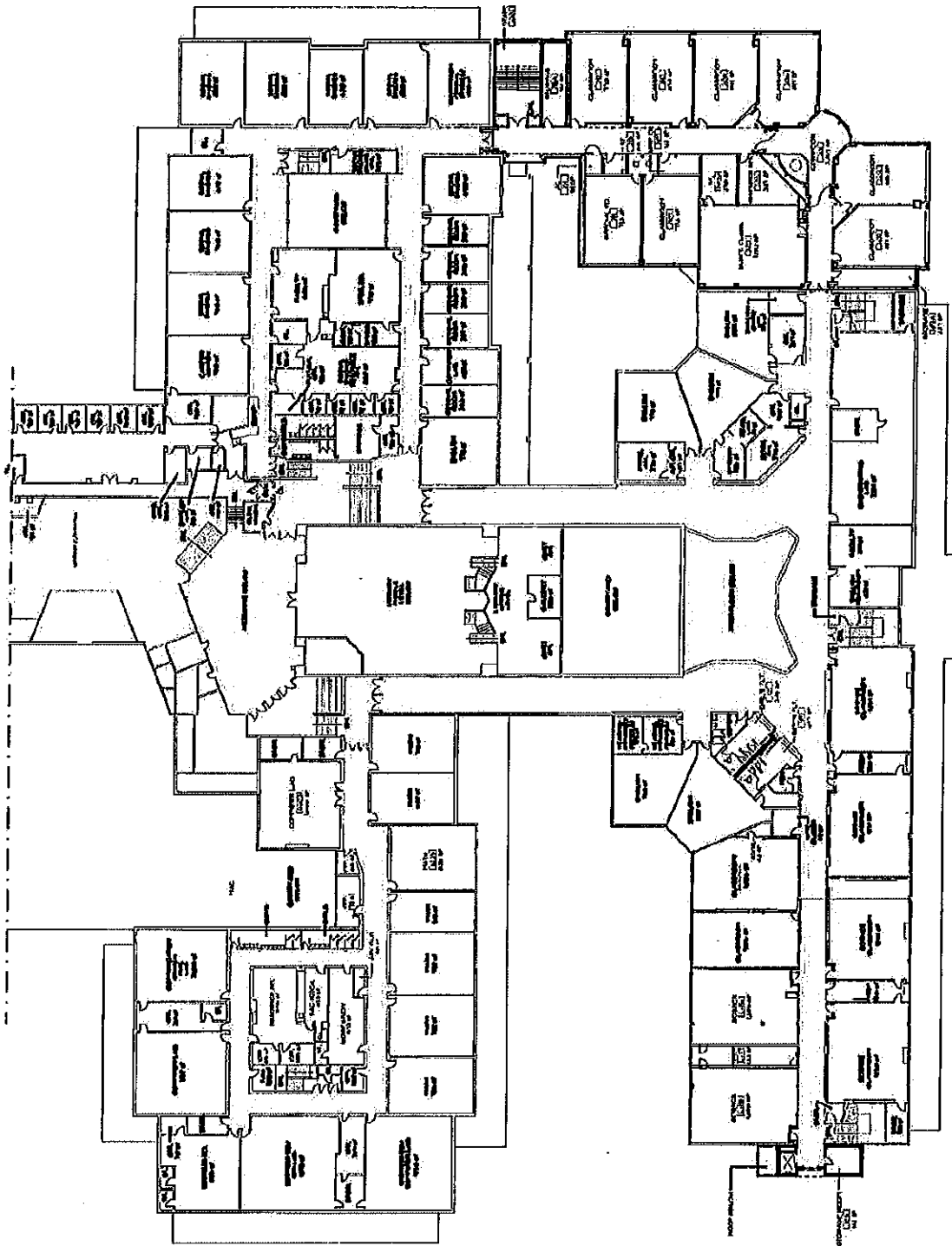
Additionally, ceilings as marked in the attached drawing will be replaced with new hung ceilings in common areas at the High School which will be necessary for lighting retrofit.

Demolition and Removal Work

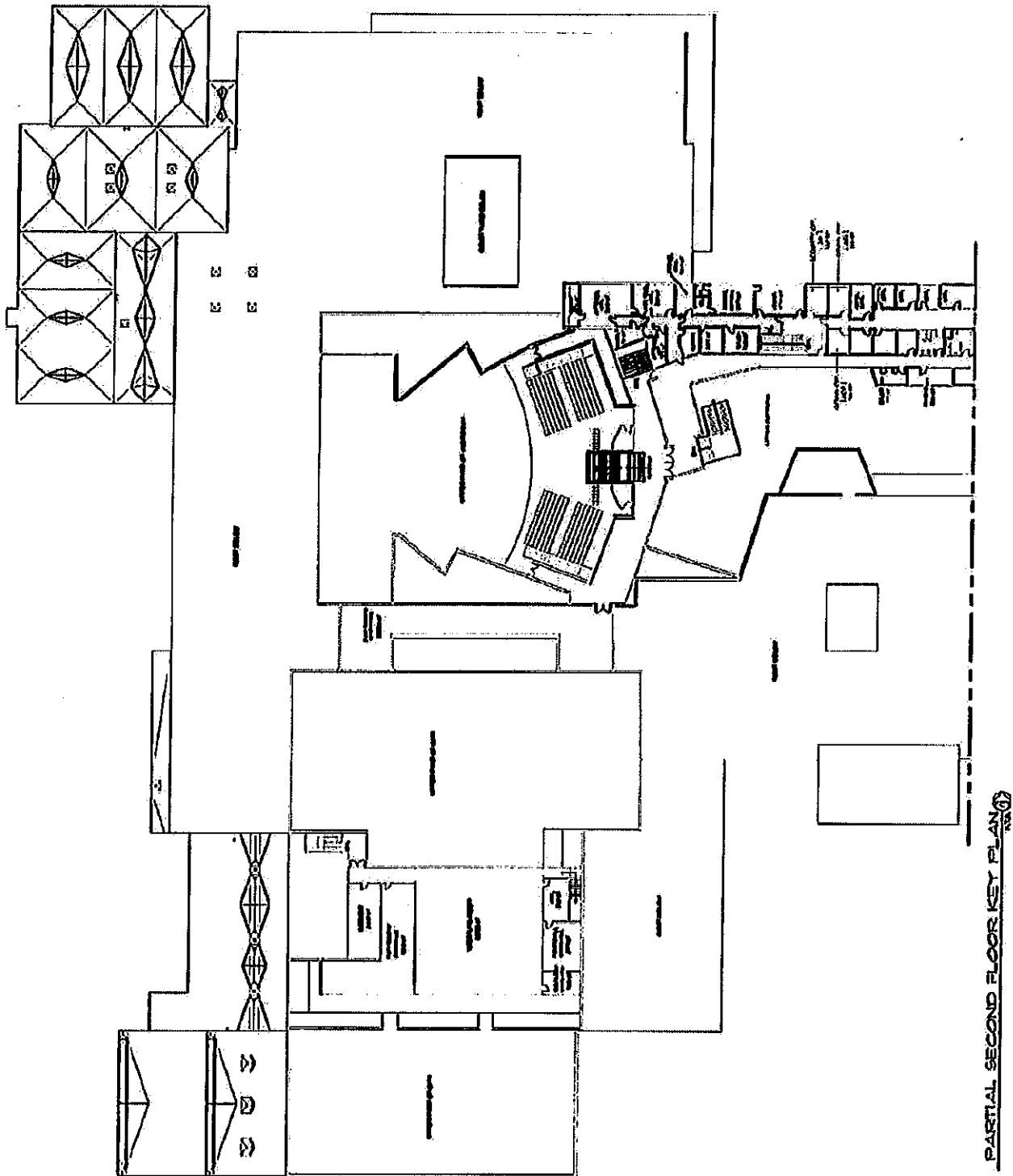
- All existing lamps and ballasts associated with the above-referenced scope of work will be removed and properly disposed according to applicable, laws, rules and regulations.







PARTIAL SECOND FLOOR KEY PLAN



PARTIAL SECOND FLOOR KEY PLAN

FIM 2 – LIGHTING FIXTURE CONTROL

Johnson Controls shall furnish and install Occupancy Sensors at:

- Northport High School
- East Northport Middle School
- Northport Middle School
- Bellerose Ave. Elementary School
- Dickenson Ave. Elementary School
- Fifth Ave. Elementary School
- Norwood Ave. Elementary School
- Ocean Ave. Elementary School
- Pulaski Rd. Elementary School
- William J. Brosnan School (Admin Bldg)

As per attached lighting survey line by line included in Attachment 4.

Demolition and Removal Work

- Existing wall switches will be removed and properly disposed if scope calls for replacement.

New Installation Work

- New room based controls, including wall switch occupancy sensors and ceiling mount occupancy sensor and required power packs will be installed per the above-referenced scope of work.
- Adjust the sensitivity level of the new switch.

FIM 3 – BUILDING ENVELOPE IMPROVEMENTS - WEATHERIZATION

Johnson Controls shall furnish and install weather-stripping around exterior doors and caulking will be applied around the building to seal structural gaps to prevent air leakage. Cracks and openings within the building envelope will be sealed properly to help prevent air infiltration. Weatherstripping to be manufactured by Schlegel model number QFS375 (or equal).

Northport High School

- | | |
|------|--|
| 63 | Single Commercial Doors to be weather-stripped (0 previously weather-stripped) |
| 22 | Double Commercial Doors to be weather-stripped (0 previously weather-stripped) |
| 1 | Overhead Door to be weather-stripped, 32 linear feet |
| 2 | Roll-up garage doors to be weather-stripped, 80 linear feet |
| 133 | Roof Top Ventilators to be opened, dampers lubricated and perimeters sealed, 784 linear feet |
| 25 | Relief Vents to be opened, dampers lubricated and perimeters sealed, 316 linear feet |
| 395' | Roof Wall Joint to be sealed |
| 5 | Bulkheads to be sealed, 51 linear feet |

East Northport Middle School

- | | |
|----|---|
| 15 | Single Commercial Doors to be weather-stripped (0 previously weather-stripped) |
| 18 | Double Commercial Doors to be weather-stripped (3 previously weather-stripped) |
| 39 | Roof Top Ventilators to be opened, dampers lubed and perimeters sealed, 180 linear feet |

Northport Middle School

- 31 Single Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 20 Double Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 12 Single Commercial Portable Building Doors to be weather-stripped (12 previously weather-stripped)
- 2 Single Commercial Doors to be weather-stripped, sweeps only (2 previously weather-stripped)
- 11 Double Commercial Doors to be weather-stripped, center and bottom sweeps only (11 previously weather-stripped)
- 2 Overhead Doors to be weather-stripped, 70 linear feet
- 72 Roof Top Ventilators to be opened, dampers lubricated and perimeters sealed, 340 linear feet
- 3 Relief Vents to be opened, dampers lubricated and perimeters sealed, 24 linear feet
- 30' Roof Wall Joint to be sealed, above windows in music wing offices (6 locations)
- 1,890' Roof Wall Joint to be sealed, located in hallways
- 979' Roof Wall Joint to be sealed, center classroom wings

Bellerose Ave. Elementary School

- 61 Single Commercial Doors to be weather-stripped (5 previously weather-stripped)
- 4 Single Commercial Doors to be weather-stripped (4 previously weather-stripped)
- 7 Roof Top Ventilators to be opened, dampers lubricated and perimeters sealed, 36 linear feet
- 4 Relief Vents to be opened, dampers lubricated and perimeters sealed, 52 linear feet
- 2,057' Roof Wall Joint to be sealed

Dickinson Ave. Elementary School

- 26 Single Commercial Doors to be weather-stripped (15 previously weather-stripped)
- 8 Double Commercial Doors to be weather-stripped (6 previously weather-stripped)
- 1 Overhead Doors to be weather-stripped, 32 linear feet
- 30 Roof Top Ventilators to be opened, dampers lubed and perimeters sealed, 140 linear feet
- 6 Soffit Connections to be sealed over entries, 67 linear feet
- 320' Soffit Connections to be sealed (Building "F" Perimeter)

Fifth Ave. Elementary School

- 9 Single Commercial Doors to be weather-stripped (6 previously weather-stripped)
- 11 Double Commercial Doors to be weather-stripped (3 previously weather-stripped)
- 5 Single Commercial Portable Building Doors to be weather-stripped (5 previously weather-stripped)
- 10 Roof Top Ventilators to be opened, dampers lubed and perimeters sealed, 56 linear feet
- 5 Bulkheads to be sealed, 48 linear feet

Norwood Ave. Elementary School

- 8 Single Commercial Doors to be weather-stripped (5 previously weather-stripped)
- 11 Double Commercial Doors to be weather-stripped (4 previously weather-stripped)
- 11 Roof Top Ventilators to be opened, dampers lubed and perimeters sealed, 48 linear feet
- 4 Bulkheads to be sealed, 40 linear feet

Ocean Ave. Elementary School

- 8 Single Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 7 Double Commercial Doors to be weather-stripped (2 previously weather-stripped)
- 8 Roof Top Ventilators to be opened, dampers lubed and perimeters sealed, 100 linear feet
- 64' Roof Wall Joint to be sealed

Pulaski Rd. Elementary School

- 11 Single Commercial Doors to be weather-stripped (6 previously weather-stripped)
- 11 Double Commercial Doors to be weather-stripped (1 previously weather-stripped)
- 5 Bulkheads to be sealed, 49 linear feet
- 13 Roof Top Ventilators to be opened, dampers lubricated and perimeters sealed, 56 linear feet

William J. Brosnan School (Admin Bldg)

- 14 Single Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 7 Double Commercial Doors to be weather-stripped (0 previously weather-stripped)
- 1 Overhead Door to be weather-stripped, 36 linear feet
- 14 Roof Top Ventilators to be opened, dampers lubed, and perimeters sealed, 64 linear feet
- 2 Relief Vents to be opened, dampers lubed and perimeters sealed, 16 linear feet

FIM 4 – ENERGY MANAGEMENT SYSTEM UPGRADE

Johnson Controls shall furnish and install the following energy management system upgrades at Northport High School, East Northport Middle School, Northport Middle School, Bellerose Ave. Elementary School, Dickenson Ave. Elementary School, Fifth Ave. Elementary School, Norwood Ave. Elementary School, Ocean Ave. Elementary School, Pulaski Rd. Elementary School, and the William J. Brosnan School (Admin Bldg).

Supervisory Controllers

- Provide new web-enabled (JCI FX-60 Niagara) platform network supervisory controller for each building. All new and existing points scheduled for migration shall be incorporated in the new supervisory network. Incorporate all functionality of existing systems. Provide all alarming and trending as specified in the NY SED submittal.
- Network supervisory controllers shall be integrated into a single, cohesive, District-wide temperature control network running on remote server at owner-specified location (probable location High School).
- Owner IT department to provide addresses and permissions for integration to site LAN and data drops as required. [Must be approved by technology department]
- Johnson Controls shall provide and install Johnson FX-Server software package to allow single point access to the entire District-wide BMS system. The FX-Server also provides for long term storage of alarms and data trends.

Boiler Room Automatic Temperature Control

- Provide new boiler room controllers, panels, and field devices as required to incorporate into the new site-wide building automation network all equipment planned for installation under the proposed Energy Performance Contract and all existing equipment scheduled to remain in service.

Building	Location	Area-System Served	Equipment Type	Energy Source	Equipment Name
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Schedule 1

Bellrose Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 1	Cleaver Brooks
Bellrose Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 2	Cleaver Brooks
Dickinson Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 1	Weil McLain
Dickinson Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 1	H.B Smith
East Northport Middle School	Boiler Room	Boiler	Oil/Gas	Boiler 1	Mills
East Northport Middle School	Boiler Room	Boiler	Oil/Gas	Boiler 2	Mills
East Northport Middle School	Boiler Room	Domestic Hot Water Heater	Gas	DHWH	Rheem RUUD
Fifth Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 1	Weil McLain
Fifth Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 2	Weil McLain
Northport High School	Boiler Room	Boiler	Oil/Gas	Boiler 1	Cleaver Brooks
Northport High School	Boiler Room	Boiler	Oil/Gas	Boiler 2	Cleaver Brooks
Northport High School	Boiler Room	Boiler	Oil/Gas	Boiler 3	Cleaver Brooks
Northport High School	Boiler Room	Chiller	Electric	Chiller	Trane
Northport Middle School	Boiler Room	Boiler	Oil/Gas	Boiler 1	Smith Cast Iron Boilers
Northport Middle School	Boiler Room	Boiler	Oil/Gas	Boiler 2	Smith Cast Iron Boilers
Northport Middle School	Boiler Room	Boiler	Oil/Gas	Boiler 3	Smith Cast Iron Boilers
Norwood Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 1	H.B. Smith
Norwood Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 2	H.B. Smith
Ocean Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 1	Weil McLain
Ocean Avenue Elementary School	Boiler Room	Boiler	Oil	Boiler 2	Weil McLain

Schedule 1

Pulaski Road Elementary School	Boiler Room	Boiler	Oil	Boiler 1	H.B. Smith
Pulaski Road Elementary School	Boiler Room	Boiler	Oil	Boiler 2	H.B. Smith
William J. Brosnan School	Boiler Room	Boiler	Oil	Boiler 1	H.B. Smith
William J. Brosnan School	Boiler Room	Boiler	Oil	Boiler 2	H.B. Smith
East Northport Middle School	Auditorium Fan Room	Auditorium	Air Handling Unit	Electric/Hot Water	AHU
Northport High School	Administration Fan Room	Administration	Air Handling Unit	Electric/Hot Water/Chilled Water	AHU
William J. Brosnan School	Penthouse	Auditorium	Air Handling Unit	Electric/Hot Water	AHU
William J. Brosnan School	Penthouse	Gymnasium	Air Handling Unit	Electric/Hot Water	AHU
Northport High School	Ceiling	Room S101	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S133	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S129	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S125	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S121	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S119	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S117	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S115	H & V Unit	Electric/Hot Water	H&V
Northport High School	S Wing Fan Room	Heating and Ventilation	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S109	H & V Unit	Electric/Hot Water	H&V
Northport High School	Fan Room	Resource Room	H & V Unit	Electric/Hot Water	H&V

Schedule 1

Northport High School	Ceiling	Room S107	H & V Unit	Electric/Hot Water	H&V
Northport High School	Ceiling	Room S113	H & V Unit	Electric/Hot Water	H&V
Northport High School	A Wing Fan Room	Resource Room	H & V Unit	Electric/Hot Water	H&V A-2
Northport High School	Penthouse Fan Room	Heating and Ventilation	H & V Unit	Electric/Hot Water	H&V C-1
Northport High School	Penthouse Fan Room	Senior Café	H & V Unit	Electric/Hot Water	H&V C-2
Northport High School	Penthouse Fan Room	Fac. Café	H & V Unit	Electric/Hot Water	H&V C-3
Northport High School	Penthouse Fan Room	Commons West	H & V Unit	Electric/Hot Water	H&V C-4
Northport High School	Penthouse Fan Room	Commons East	H & V Unit	Electric/Hot Water	H&V C-5
Northport High School	Gymnasium Fan Room	Team Locker Room	H & V Unit	Electric/Hot Water	H&V D-1
Northport High School	Auditorium Fan Room	Boys Gym Basketball	H & V Unit	Electric/Hot Water	H&V D-10
Northport High School	Auditorium Fan Room	Boys Gymnastics Gym	H & V Unit	Electric/Hot Water	H&V D-11
Northport High School	Gymnasium Fan Room	Heating and Ventilation	H & V Unit	Electric/Hot Water	H&V D-2
Northport High School	Gymnasium Fan Room	Girls Gym West	H & V Unit	Electric/Hot Water	H&V D-3
Northport High School	Gymnasium Fan Room	Girls Team Locker Room	H & V Unit	Electric/Hot Water	H&V D-4
Northport High School	Gymnasium Fan Room	Boys Team Locker Room	H & V Unit	Electric/Hot Water	H&V D-5
Northport High School	Gymnasium Fan Room	Girls Gym East	H & V Unit	Electric/Hot Water	H&V D-6
Northport High School	Auditorium Fan Room	Boys Gym West	H & V Unit	Electric/Hot Water	H&V D-9
Northport High School	Auditorium Fan Room	Stage	H & V Unit	Electric/Hot Water	H&V E-6
Northport High School	Auditorium Fan Room	Aud. Orch	H & V Unit	Electric/Hot Water	H&V E-7
Northport High School	Auditorium Fan Room	Aud. 1st Floor Back	H & V Unit	Electric/Hot Water	H&V E-8
Northport High School	Auditorium Fan Room	Balcony	H & V Unit	Electric/Hot Water	H&V E-9

Schedule 1

Northport High School	Gymnasium Fan Room	Wrestling and Locker Room 2nd Floor	H & V Unit	Electric/Hot Water	H&V New
Northport High School	S Wing Fan Room	Resource Room	H & V Unit	Electric/Hot Water	H&V S-1
Northport High School	S Wing Fan Room	Resource Room	H & V Unit	Electric/Hot Water	H&V S-2
William J. Brosnan School	Basement	Music	H & V Unit	Electric/Hot Water	H & V-5
William J. Brosnan School	Basement	Administration	H & V Unit	Electric/Hot Water	H & V-6
Northport Middle School	Auditorium Storage	Auditorium	H&V Unit	Electric/Hot Water	H&V
Northport Middle School	Ceiling	Heating and Ventilation	H&V Unit	Electric/Hot Water	H&V
Northport Middle School	Library Fan Room	Library	H&V Unit	Electric/Hot Water	H&V
Northport Middle School	Ceiling	Shops	H&V Unit	Electric/Hot Water	H&V
Northport Middle School	Gymnasium	Gymnasium	H&V Unit	Electric/Hot Water	H&V
Northport Middle School	Gymnasium	Gymnasium	H&V Unit	Electric/Hot Water	H&V
Northport Middle School	Ceiling	Shops	H&V Unit	Electric/Hot Water	H&V

Please note that this equipment is currently being upgraded by the District and is subject to change.

- Install new combustion air dampers in all boiler rooms that interlock with boiler and domestic hot water heater operation. The following table represents the number of boiler rooms which have combustion air dampers that interlock with boiler and domestic hot water heater operation.

Building	Quantity of Boiler Rooms:
Northport High School	1
East Northport Middle School	1
Northport Middle School	1
Bellerose Ave. Elementary School	1
Dickinson Ave. Elementary School	1
Fifth Ave. Elementary School	1
Norwood Ave. Elementary School	1
Ocean Ave. Elementary School	1
Pulaski Rd. Elementary School	1
William J. Brosnan School (Admin Bldg)	1

Total	10
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FIM 4.1 – AIR HANDLING UNIT DDC RETROFIT - TEMPERATURE

Convert or migrate existing air-handling units listed below to DDC Control, including replacement of existing pneumatic end devices with electronic type. This includes the following points, sequences to be detailed in the NY SED submittal.

- DDC control of outdoor air and return air dampers to provide ventilation and free cooling.
- Summer/Winter switchover based on outdoor air conditions (applies to units with mechanical cooling). The table below specifies units with mechanical cooling.

<u>Building</u>	<u>Location</u>	<u>Area Served</u>	<u>Equipment Type</u>	<u>Energy Source</u>	<u>Equipment Name</u>
Northport High School	Roof	Air Conditioning	Roof Top Condensing Unit	Electric	RTCU
Northport High School	Roof	Small Theater	Roof Top Condensing Unit	Electric	RTCU
Northport High School	Roof	S Wing Resource Room	Roof Top Condensing Unit	Electric	RTCU
Northport High School	Administration Fan Room	Administration	Air Handling Unit	Electric/Hot Water/Chilled Water	AHU

- Heating (Discharge air reset control sequenced with outdoor/return air dampers)
- Cooling (Room control)
- Discharge low limit control
- Freeze protection
- Remote set point control from BMS front-end
- Warm-up/Cool-down

<u>Building</u>	<u>Quantity of AHUs to Upgrade</u>
Northport High School	36
East Northport Middle School	1
Northport Middle School	7
William J. Brosnan School (Admin Bldg)	4
Total	48

Unit ventilator Pneumatic Rehabilitation

Each control device as listed below on the equipment listed in the table below will be thoroughly inspected. Devices that are functional will be calibrated and adjusted to restore the original sequence of operation including

discharge air control and outside air damper operation. Non-functional devices will be replaced with new controls. This applies to the following pneumatic control devices.

- Room thermostat
- Low limit thermostat
- Electric-pneumatic switch/valve (EP)
- Pneumatic electric switch (PE)
- Valve actuator
- Damper actuators and linkages
- Pneumatic switching relay

Building	Quantity to Refurbish
Northport High School	77
East Northport Middle School	45
Northport Middle School	38
Bellerose Ave Elementary School	4
Dickinson Ave Elementary School	7
Fifth Ave Elementary School	37
Norwood Ave Elementary School	42
Ocean Ave Elementary School	23
Pulaski Rd Elementary School	39
William J. Brosnan School (Admin Bldg)	20
Total	332

FIM 4.2 – EXHAUST FAN/RELIEF HOODS, GRAVITY DAMPERS

- Provide DDC control for all relief and gravity hoods
- Repair or replace damper assemblies as required
- Provide manually activated or schedule control (Operating schedule in schedule 2 exhibit 7) to meet owner requirements
- Control is to be open/close (not modulating/proportional)

Building	Reliefs Vents / Dampers	Gravity Relief Vents
East Northport Middle School	7	0
Northport Middle School	0	2
Fifth Ave Elementary School	6	0
Norwood Ave Elementary School	6	0
Ocean Ave Elementary School	9	0
Pulaski Rd Elementary School	6	0
Total	34	2

Exhaust Fan Control

Johnson Controls shall provide for all non-toilet exhaust fans to be connected to the facilities Building Management System. The following is the scope of work:

- Provide DDC control for all non-toilet exhaust fans.
- Integrate into BMS
- Provide start/stop, status, and alarm
- Provide occupancy programming/control (Operating schedule in schedule 2 exhibit 7), to be detailed in the NY SED submittal.

Building	Total Roof Exhaust Fans
Northport High School	123
East Northport Middle School	30
Northport Middle School	72
Bellerose Ave Elementary School	4
Dickinson Ave Elementary School	23
Fifth Ave Elementary School	13
Norwood Ave Elementary School	13
Ocean Ave Elementary School	11
Pulaski Rd Elementary School	13
William J. Brosnan School (Admin Bldg)	15

FIM 4.3 – OPTIMAL START

Johnson Controls shall provide programming so that all HVAC equipment that is to be connected to the BMS system as part of this project will operate with an optimal start warm up cycle.

SUPPLY FAN CONTROL: THE SUPPLY FAN WILL BE STARTED BASED ON OCCUPANCY SCHEDULE AND THE OPTIMAL START CONTROL ROUTINE. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN STARTED, THE CONTROL SEQUENCE WILL BE ENABLED.

FIM 5 – STEAM TRAP REPLACEMENT

Johnson Controls shall furnish and install (115) one hundred and fifteen steam traps at the Ocean Ave Elementary School: a total of (84) eighty four thermostatic traps and (31) thirty one F&T traps of various sizes as outlined below. Under this program, thermostatic steam traps will be rebuilt with Barnes and Jones Cage Units and have new covers installed, or replaced with new Barnes and Jones thermostatic traps if repairing the trap is not possible. All non-thermostatic traps will be replaced with the equivalent Barnes and Jones float and thermostatic (F&T) traps.

Facilities Included in This Measure

Ocean Ave Elementary School

Trap Type	Qty
1/2" Thermo.	55
3/4" Thermo.	29
3/4" F&T	6
1" F&T	10
1/2" F&T	10
1 1/2" F&T	4
2" F&T	1
Totals	115

The above table summarizes all the steam traps in the building.

FIM 6 - HEATING SYSTEM UPGRADE – BOILER CONTROLLERS

JCI shall furnish and install (36) thirty six Intellidyne Boiler Controllers model FA, LCH, CHW or CHS, on the District's boilers or RTUs. These units are microprocessor-based computer that constantly monitors the demand on the boiler or RTU by assimilating all factors affecting a building's heating requirements. These devices will be installed as follows:

Building	Boiler Controllers	DHW Controllers	Gas Fired RTU Furnace Controllers
Northport High School	3	2	4
East Northport Middle School	2	1	0
Northport Middle School	3	1	0
Bellerose Ave Elementary School	2	0	0
Dickinson Ave Elementary School	2	1	0
Fifth Ave Elementary School	2	1	0
Norwood Ave Elementary School	2	1	0
Ocean Ave Elementary School	2	1	0
Pulaski Rd Elementary School	2	1	0
William J. Brosnan School (Admin Bldg)	2	1	0
Total	22	10	4

Point	Notes
Outdoor air temperature	May be a global shared point
Hot water supply temperature	
Hot water pump start/stop	"System" output from the Mini-MOD or Multi-MOD controllers
Hot water pump status	"Prove" input to the Mini-MOD or Multi-MOD controller
Boiler enable/disable	Wired in series with the boiler safety and limit controls
Boiler burner modulation command	

FIM 7 – COMPUTER POWER MANAGEMENT SOFTWARE

Johnson Controls shall furnish and install a software utility that measures, manages, and minimizes the energy consumed by the network’s PC clients through one centralized interface on a total of 1,440 computers throughout the District. It provides IT departments with a powerful approach to automate energy-efficient “best-practices” throughout their networks, while it adds new control flexibility to traditional PC power management.

FIM 8 – WATER VALVE CONTROLLERS

Johnson Controls shall furnish and install 422 flow restrictors and/or foot pedal valves manufactured by Pedal Valve (or equal) as outlined below:

Building Name	A1	F1	A2	P1	P2
Northport High School	78	0	55	21	5
East Northport Middle	6	0	9	15	3
Northport Middle School	3	4	11	14	12
Bellerose Ave Elementary School	10	4	25	2	4
Dickinson Ave Elementary School	6	0	33	2	3
5th Ave Elementary School	4	0	5	7	1
Norwood Ave Elementary School	0	0	6	5	2
Ocean Ave Elementary School	0	4	20	1	3
Pulaski Rd Elementary School	0	0	6	5	2
William J Brosnan School (Admin Bldg)	6	0	19	1	0
TOTALS	113	12	189	73	35

<i>Scope Summary Upgrade Legend</i>	
Code	Upgrade Type
F1	Faucet – Replace Std & single spigot, cold only with delay close low flow (push button) faucet
A1	Restroom Faucet - Installation of 0.5 GPM flow restrictor and repair or replace faucet as needed
A2	General Purpose Faucet - Installation of 1.5 GPM flow restrictor and repair or replace faucet as needed
P1	Sinks - Installation of Pedal Valve on Sink
P2	Sinks – Installation of Pedal Valve on Sink + 1.5 GPM flow restrictor

FIM 9 – VENDING MACHINE CONTROLS

Johnson Controls shall furnish and install a total of 13 vending machine controls manufactured by Vendingmiser (model number VM170) at the following locations:

Building	Location	Type
Northport High School	Cafeteria	Beverage
Northport High School	Cafeteria	Beverage
Northport High School	Cafeteria	Beverage
East Northport Middle School	Cafeteria	Beverage
East Northport Middle School	Faculty Room	Beverage
Northport Middle School	Cafeteria	Beverage
Bellerose Ave Elementary School	Faculty Room	Beverage
Dickinson Ave Elementary School	Faculty Room	Beverage
Fifth Ave Elementary School	Faculty Room	Beverage
Norwood Ave Elementary School	Staff Lounge	Beverage
Ocean Ave Elementary School	Staff Lounge	Beverage
Pulaski Rd Elementary School	Faculty Room	Beverage
William J. Brosnan School (Admin Bldg)	Cafeteria Corridor	Beverage

FIM 10 – AIR CONDITIONER COMPRESSOR CONTROLLERS

Johnson Controls shall furnish and install new IntelliCon-CAC controllers on the individual compressor units located in the buildings as per the quantities outlined below: 11 devices shall be installed at the following buildings:

Building	Location	Area System Served	Equipment Type	Equipment Manufacturer	Compressor Data
Northport High School	Roof	Air Conditioning	Roof Top Condensing Unit	Trane	Nameplate Covered
Northport High School	Roof	Small Theater	Roof Top Condensing Unit		Compressor at 28.9 RLA
Northport High School	Roof	S Wing Resource Room	Roof Top Condensing Unit	Carrier	Compressor at 28.8 RLA
Northport High School	Roof	Wrestling Room	Roof Top Unit	Reznor	No Nameplate
Northport High School	Roof	Library	Roof Top Unit	Trane	Compressors at 41.9 RLA
Northport High School	Roof	Library	Roof Top Unit	Trane	Compressors at 62.8 RLA
Northport High School	Roof	Addition Heating/Air Conditioning	Roof Top Unit	Reznor	No Nameplate
Northport High School	Roof	Addition Heating/Air Conditioning	Roof Top Unit	Reznor	No Nameplate
Northport High School	Roof	Hub Closet	Roof Top Unit		No Nameplate
Northport High School	Roof	Addition Heating/Air Conditioning	Roof Top Unit	Reznor	No Nameplate
Northport Middle School	Roof	Offices	Roof Top Unit	Trane	Compressors at 19.4 RLA

FIM 11 – TRANSFORMER REPLACEMENT

Johnson Controls shall provide for the removal of the existing transformers and proper disposal of them. The transformers are located in the electrical closet in the south gym feeding panel HP-S2 and in the dance studio electrical closet feeding panel HP-S3. Johnson Controls shall furnish and install (2) 112.5 kVA replacement high efficiency transformers at Northport High School, the transformers shall be Hammond Super Synergy Transformers or equal.

Quantity	Location/Building	Rating kVA
1	Northport High School	112.5
1	Northport High School	112.5

FIM 12 – REFRIGERATION COMPRESSOR CONTROLLERS

Johnson Controls shall furnish and install new IntelliCon-RU controllers on the individual refrigeration units compressors located in the buildings as outlined below:

Location	No. of Compressors
Northport High School	2
East Northport Middle School	1
Northport Middle School	1
Norwood Ave Elementary School	1
Total	5

Building	Location	Area-System Served	Equipment Type	Compressor Data
Northport High School	Roof	Walk-in Refrigeration Unit	Refrigeration Compressor	Compressor at 6.8 RLA
Northport High School	Roof	Walk-in Refrigeration Unit	Refrigeration Compressor	Compressor at 7.4 RLA
East Northport Middle School	Roof	Walk-in Refrigeration Unit	Refrigeration Compressor	Compressor at 24 RLA
Northport Middle School	Kitchen	Walk-in Refrigeration Unit	Refrigeration Compressor	Compressor at 5.4 RLA
Norwood Ave Elementary School	Basement	Walk-in Refrigeration Unit	Refrigeration Compressor	

FIM 13 – REFRIGERATION UPGRADES

Johnson Controls shall demolish, remove, and dispose of the walk in freezer cooler combo box at the Northport Middle School and the outdoor freezer at the East Northport Middle School. Johnson Controls shall furnish and install new walk in freezer cooler combo box at the Northport Middle School and outdoor walk in freezer at the East Northport Middle School in the demolished walk in box footprints. This measure includes new outdoor condensing units and evaporators for the upgraded walk in boxes.

The make and model of the new equipment are listed below:

- Trenton, model TESA010M6HT3BB outdoor condensing unit
- Trenton, model TLPL029MAS1BR6-EC2 Evap LT
- Trenton, model TESA021L6HT3BF outdoor condensing unit MT
- Trenton, model TLPL027LES2BR6-EC2 Evap MT

FIM 14 – DESTRATIFICATION FANS

Johnson Controls shall furnish and install new destratification fans manufactured by Zoo Fan Model H30 (or equal) at the following locations:

Building	Number of Fans
East Northport Middle School	6
Northport Middle School	10
Bellerose Ave Elementary School	3
Dickenson Ave Elementary School	5
Fifth Ave Elementary School	3
Norwood Ave Elementary School	3
Ocean Ave Elementary School	4
Pulaski Road Elementary School	3
William J Bronson School (Admin Bldg)	4

Fans are fractional horsepower. One fan will be installed in the multipurpose room in Norwood, Pulaski, Bellrose and Fifth Ave Elementary Schools. All others will be installed in the gyms. Power will be obtained from the nearest breaker panel.

FIM 15 – BUILDING ENVELOPE IMPROVEMENTS - ATTIC INSULATION

Johnson Controls shall furnish and install attic insulation by Nu-Wool (or equal) at the Ocean Avenue School.

- 13,860 Square feet of attic space to be insulated with NuWool Cellulose to R38 (located in single story wing)

- Approximately 500 Square feet of attic space to be air-sealed, areas of sheetrock ceiling were missing/damaged between conditioned classroom space and ventilated attic. Replace sheetrock where necessary and caulking.

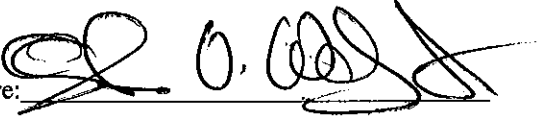
FIM 16 - UNIT VENTILATOR MECHANICAL REFURBISHMENT

Johnson Controls shall thoroughly inspect the mechanical components of each unit ventilator. The entire cabinet as well as the heating/cooling coils will be vacuumed. Return air and outdoor air filters will be replaced. Non-functional mechanical components as listed below will be repaired or replaced. Quantities to be refurbished are listed in the following table. This measure applies to the following typical internal components:

- Fan Motors
- Damper Bearings
- Damper Edge Seals (gaskets)
- Speed Control Switches
- Motor Speed Transformers
- Fuses

Building	Quantity to be Refurbished
Northport High School	77
East Northport Middle School	45
Northport Middle School	38
Bellerose Ave Elementary School	4
Dickinson Ave Elementary School	7
Fifth Ave Elementary School	37
Norwood Ave Elementary School	42
Ocean Ave Elementary School	23
Pulaski Rd Elementary School	39
William J. Brosnan School (Admin Bldg)	20
Total	332

BOARD OF EDUCATION OF THE NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT

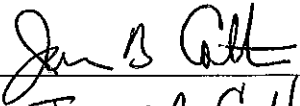
Signature: 

Printed Name: _____

Title: _____

Date: _____

JOHNSON CONTROLS, INC.

Signature: 

Printed Name: James B. Cotton

Title: Regional GM

Date: 12/6/13

ASSURED PERFORMANCE GUARANTEE

A. Certain Definitions

For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Period is eighteen (18) years or the useful life of the equipment being installed pursuant to this Agreement, whichever is less.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Operational and Maintenance Project Benefits are the energy-related cost savings that result from avoided expenditures for operations, maintenance, equipment repair, or equipment replacement due to the Project. This includes capital funds for projects (e.g., equipment replacement) that, because of the Project, will not be necessary. Sources of energy-related savings include: avoided current or planned capital expense, transfer of responsibility for operations and maintenance and/or relamp and reballast to JCI, and avoided renovation, renewal, or repair costs as a result of replacing old and unreliable equipment. With respect to the Project, Operational and Maintenance Project Benefits include labor and material savings associated with lighting lamp and ballast replacement in conjunction with labor and material savings on mechanical systems throughout the facilities.

Project Benefits are the Measured Project Benefits plus the Operational and Maintenance Project Benefits to be achieved for a particular period during the term of this Agreement. The cost of the M&V Services is included in the Total Project Benefits guaranteed to be achieved during the entire term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Guarantee Details

The following Exhibits are attached and made part of this Schedule 2, Section B:

Table 2.1.1: Exhibits Summary

Exhibit 1	Total Project Benefits
Exhibit 2	Measurement and Verification Methodologies
Exhibit 3	Measured Project Benefits
Exhibit 4	Operational & Maintenance (O&M) and Rebate Project Benefits
Exhibit 5	Change in Use or Condition
Exhibit 6	Baseline Calculations and Utility Rates
Exhibit 7	Primary Operations Schedules Pre & Post Retrofit
Exhibit 8	Measurement and Verification Services

EXHIBIT 1: TOTAL PROJECT BENEFITS

Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$1,027,791 in O&M and \$600,000 in Rebate Project Benefits and JCI guarantees that Customer will achieve a total of \$15,255,737 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$16,883,528, as set forth in the Total Project Benefits table below.

Table 2.1.2: Total Project Benefits

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate Non Recurring Savings	Total Guaranteed Project Benefits
Implem.			600,000	\$600,000
1	\$651,553	\$48,000		\$699,553
2	\$671,099	\$48,960		\$720,059
3	\$691,232	\$49,939		\$741,171
4	\$711,969	\$50,938		\$762,907
5	\$733,328	\$51,957		\$785,285
6	\$755,328	\$52,996		\$808,324
7	\$777,988	\$54,056		\$832,044
8	\$801,328	\$55,137		\$856,464
9	\$825,367	\$56,240		\$881,607
10	\$850,128	\$57,364		\$907,493
11	\$875,632	\$58,512		\$934,144
12	\$901,901	\$59,682		\$961,583
13	\$928,958	\$60,876		\$989,834
14	\$956,827	\$62,093		\$1,018,920
15	\$985,532	\$63,335		\$1,048,867
16	\$1,015,098	\$64,602		\$1,079,699
17	\$1,045,551	\$65,894		\$1,111,444
18	\$1,076,917	\$67,212		\$1,144,129
Totals	\$15,255,737	\$1,027,791	\$600,000	\$16,883,528

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated 3% increase in unit energy costs as set forth in the table in Exhibit 6

Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of 2%.

Annual Measurement and Verification (M&V) Services

JCI shall provide M&V Services for a period of three (3) years starting on the first day of the month next following the Substantial Completion date. Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period shall inure to the benefit of the Customer and shall not be allocated to the Annual Project Benefits for the first year of the Guarantee Term or any

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subsequent year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Operational and Maintenance Project Benefits applicable to such period and advise Customer of same in writing.

As set forth in the Certification provided by JCI to the NY State Education Department, JCI guarantees recovery of costs of the Agreement from energy savings realized by the Customer during a period of 18 years, or the useful life of the equipment being installed, whichever is less.

Customer acknowledges and agrees that if, for any reason during the agreed-upon period of M&V Services, it (i) cancels or terminates receipt of M&V Services, or (ii) cancels or terminates this Agreement, it shall be assumed (in accordance with Option A of the North American Energy Measurement and Verification Protocol (NEMVP), and based upon the equipment continuing to operate in accordance with specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period.

Customer further acknowledges and agrees that if, for any reason, it (i) fails to pay for M&V Services for years 4-18 in accordance with Schedule 4 – Price and Payment Terms, (ii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, including but not limited to Customer's failure to operate and maintain the equipment and/or systems exactly as stipulated by JCI, or (iii) otherwise materially breaches this Agreement, JCI shall issue a written notice to the Customer stating the nature of the alleged breach and shall provide Customer with a twenty (20) day period to cure such breach. If the Customer fails to cure such breach within such twenty (20) day period, Customer acknowledges and agrees that the Assured Performance Guarantee shall automatically terminate.

C. Project Benefits Shortfalls or Surpluses.

- (1) During the period in which JCI is providing M&V Services, the following shall apply:
 - (a) *Project Benefits Shortfalls.* If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, (a) pay to Customer the amount of such shortfall, or (b) subject to Customer's written agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.
 - (b) *Project Benefits Surpluses.* If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, the surplus, in its entirety, shall inure to the benefit of the Customer and shall not be applied to any shortfall during any year of the Guarantee term.
- (2) If Customer elects M&V Services over a period of time shorter than the Guarantee Period, or if Customer terminates M&V Services early as set forth above, then the following shall apply:
 - (a) If the Annual Project Benefits are met in each year during the period that M&V Services are provided, it shall be assumed (in accordance with Option A of the NEMVP, and based upon the equipment continuing to operate in accordance with specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period.
 - (b) If there is an Annual Project Benefits Shortfall in any one year during the period that M&V Services are provided and such Shortfall is the result of the equipment not operating in accordance with specified criteria, then Customer shall allow JCI access to the property to conduct repairs or make adjustments to the equipment as necessary to resolve the cause of the Shortfall. Once the cause of the Shortfall is resolved and payment for the Shortfall is received by the Customer, it shall be assumed (based upon the equipment continuing to operate in accordance with the specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period. If the Shortfall continues to exist notwithstanding the equipment operating in accordance with the specified criteria, JCI shall pay the amount of the Shortfall to Customer from the time that the Shortfall occurred through the remainder of the Guarantee Period.

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- (c) If there is an Annual Project Benefits Shortfall in any one year during the period that M&V Services are provided and such Shortfall is not the result of the equipment not operating in accordance with specified criteria, then JCI shall pay the amount of the Shortfall to Customer for the remainder of the Guarantee Period.

All payments to Customer for any Shortfall shall be payable to Customer in the form of a certified check.

EXHIBIT 2: MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the North American Energy Measurement and Verification Protocol (NEMVP), in connection with the provision of M&V Services hereunder.

Option A**Partially Measured Retrofit Isolation**

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the projected values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations in the Detailed Energy Audit using short-term pre and post-retrofit measurements and projections are used to calculate Measured Project Benefits for the duration of the Guarantee Term and are incorporated herein. All measures set forth herein and contained in the Detailed Energy Audit are subject to review and approval by the New York State Education Department and the Architect.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

Table 2.2.1: Option A Measures

FIM #	Facility Improvement Measure	M&V Option
FIM 1	Lighting - Fixture Retrofit	A
FIM 2	Lighting - Fixture Control	A
FIM 3	Building Envelope Improvements - Weatherization	A
FIM 5	Steam Traps - Replacements	A
FIM 6	Boilers/DHW Heaters - Burner Controllers	A
FIM 8	Water Conservation	A
FIM 9	Vending Machine Controllers	A
FIM 10	Air Conditioning Compressor Controllers	A
FIM 11	Transformers - Replacements	A
FIM 12	Refrigeration Compressor Controllers	A
FIM 13	Refrigeration Upgrades	A
FIM 14	Destratification Fans	A
FIM 15	Building Envelope Improvements - Attic Insulation	A
FIM 16	Unit Ventilator Refurbishments	A

FIM 1 – Lighting Fixture Upgrades

M&V Option: NEMVP-A (One Time)

Measurement Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the light fixtures subject to the lighting retrofit project.

Measured Key Parameter: kW

Assumptions: Since lighting fixture retro fit and lighting controls is done together in this project, operation hrs savings shall not be double booked. Pre-installation usage will be applied while calculating kw savings. Post-installation kw will be used for both pre-lighting controls and post-lighting controls savings calculation.

Interaction: Lighting kw reduction leads to increase in heat energy usage during winter and decrease in cooling energy usage during summer. The net energy usage due interaction will be accounted during pre-retrofit and post-retrofit savings calculation.

Measuring Equipment: True-RMS Wattmeter (kw measurement) and light meter (light level measurement)

Measuring Equipment Accuracy:

True RMS Watt Meter: $\pm 3\%$ of measurement range

Light Meter: $\pm 3\%$ of measurement range

Measuring Equipment Calibration: Equipment will be quality checked for calibration at the time of measurement and documented in the M&V report.

Measurement Period: One-minute average

Measurement Frequency: One-time post-retrofit measurement. Inspection checks for rest of the guarantee period.

Measurement and Verification Details:

Sampling Procedure:

To reduce M&V cost all fixtures installed will not be measured, an effective NEMVP recommended sampling method will be used. All lighting fixture types that account for greater than 10% of the total fixtures installed will be measured. Lighting fixtures will be separated to homogenous groups and sampled to achieve $\pm 10\%$ precision with 90% confidence.

An initial sample size of 5% will be used based on an assumption of 0.5 for coefficient of variance. The sample size will be increased to a maximum of 7% to reduce variance. Beyond 7% samples, number of samples will not be increased, but the actual precision and confidence level at that point will be reported. JCI will measure more than what is needed to avoid data deficiency, but it is not obligated. A combined uncertainty in savings due to pre-retrofit sampling error, post-retrofit sampling error and equipment accuracy will be calculated and reported. The average savings calculated will be used as the true savings and the uncertainty calculated will have no effect on true savings.

Measurement Procedure:

True RMS power measurements will be taken at the light switch that energizes the circuit containing only the sampled fixtures.

Quality Check Procedure:

In order to ensure that a room is not under lit due to lighting kw reduction, a sample of light levels pre and post retrofit will be measured. This data will be compared against the ASHRAE/IES recommended light levels for each user type. The installation team will check the lighting installation line by line. The M&V team will quality check the line by line and take photographs for documentation.

Pre-Measurement Activities:

Pre-retrofit lighting kw will be analyzed and listed in the lighting line by line by location and fixture type. The kw data from the line by line will be used for pre-retrofit savings calculation. Pre-kw will be sampled and measured to validate the line by line. Light level will be quality checked.

Post-Measurement Activities:

Post-kw measurements will be sampled and measured once after retrofit and will be used for rest of the guarantee term. Light level will be quality checked. Inspection results and JCI warranty commitments will be communicated to the customer to maximize warranty benefits. Warranty claim procedure will be the responsibility of the customer.

Formulas in the DEA will be used to calculate the savings

FIM 2 – Lighting Controls

M&V Option: NEMVP-A (One Time)

Measurement Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the lighting controls subject to the lighting retrofit project.

Measured Key Parameter: lighting ON hours when un-occupied

Assumptions:

Since lighting fixture retro fit and lighting controls is done together in this project, operation hrs savings shall not be double booked. Pre-installation usage will be applied while calculating kw savings. Post –installation kw will be used for both pre-lighting controls and post-lighting controls savings calculation.

Interaction: Lighting hrs reduction leads to increase in heat energy usage during winter and decrease in cooling energy usage during summer. The net energy usage due interaction will be accounted during pre-retrofit and post-retrofit savings calculation.

Measuring Equipment: Synchronous light and occupancy data logger

Measuring Equipment Accuracy: Not applicable.

Measuring Equipment Calibration: Not applicable.

Measurement Period: For a minimum of one full normal week

Measurement Frequency: One-time pre-retrofit measurement.
Inspection checks for rest of the guarantee period.

Measurement and Verification Details:

Sampling Procedure:

To reduce M&V cost all fixtures installed will not be measured. But an effective NEMVP recommended sampling method will be used. All lighting fixture types that account for greater than 10% of the total fixtures installed will be measured. Lighting fixtures will be separated to homogenous groups and sampled to achieve $\pm 10\%$ precision with 90% confidence. NEMVP recommended sampling methodology will be used. An initial sample size of 5% will be used based on an assumption of 0.5 for coefficient of variance. The sample size will be increased to a maximum of 7% to reduce variance. Beyond 7% samples, number of samples will not be increased, but the actual precision and confidence level at that point will be reported. JCI will measure more than what is needed to avoid data deficiency, but it is not obligated.

Measurement Procedure:

Synchronous light and occupancy data logger was installed in applicable locations. Locations will be selected to ensure the correct capturing of occupancy and lighting.

Quality Check Procedure:

The installation team will check the lighting controls installation line by line. The M&V team will quality check the line by line and take photographs for documentation. Inspection results and JCI warranty commitments will be communicated to the customer to maximize warranty benefits. Warranty claim procedure will be the responsibility of the customer

Pre-Measurement Activities:

Pre-retrofit lighting hrs was measured during detailed analysis phase.

Post-Measurement Activities:

Occupancy hours measured during pre-retrofit will be used.

Formulas in the DEA will be used to calculate the savings

FIM 3 – Building Envelope Improvements – Weatherization

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this building envelope improvement project.

Interaction: None.

Verification Equipment: Infrared camera, thermal gun and measuring tape

Verification Period & Frequency: One time during post-retrofit year in Customer's presence and under appropriate weather conditions as agreed to by Customer.

Verification Details:

Post-Verification Procedure:

A digital camera will primarily be used to document the post-retrofit conditions. An infrared camera will be used to capture the thermo graphic image of pre-retrofit thermal leaks. Linear footage of weatherization will be measured using a measuring tape.

Formulas in the DEA will be used to calculate the savings

FIM 5 – Steam Traps - Replacements

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this steam trap project.

Verification Equipment: Infrared camera, thermal gun and digital camera

Verification Period & Frequency: One time during post-retrofit year in Customer's presence and at a time agreed to by Customer.

Verification Details:

Post-Verification Procedure:

A digital camera will primarily be used to document the post-retrofit conditions. An infrared camera will be used to capture the thermo graphic image of pre-retrofit leaking or failed traps and post retrofit of a working trap.

Formulas in the DEA will be used to calculate the savings

FIM 6 - Boiler Burner/Domestic Hot Water Heater Controllers

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this boiler burner controller project.

Verification Period & Frequency: One-time the first post-retrofit year.

Post- Verification Procedure:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed boiler controllers to see if

they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests and provide commissioning report for each unit

Formulas in the DEA will be used to calculate the savings

FIM 8 - Water Conservation

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this water conservation project.

Interaction: None.

Verification Method: Visual inspection of equipment operation. Measure water flow rate reduction.

Verification Period & Frequency: One time post-retrofit year.

Verification Details:

Pre- Verification Procedure:

A digital camera will primarily be used to document the pre- existing conditions. Before the aerators are fitted, the water flow at full open will be measured using a measuring cup and a stop watch.

Post- Verification Procedure:

A digital camera will primarily be used to document the post- existing conditions. After the aerators are fitted, the water flow at full open will be measured using a measuring cup and a stop watch.

Guarantee Requirement: In order for JCI to meet its guaranteed performance commitment for this FIM, it is required that the school maintain a minimum end pressure of 60 psi (design). If the water pressure is found to be lesser than 60 psi at the time of measurement, the flow will be compensated for pressure deviation from design.

Formulas in the DEA will be used to calculate the savings

FIM 9 - Vending Machine Controllers

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this vending machine controller project.

Verification Period & Frequency: One-time post-retrofit year.

Post- Verification Procedure:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify the vending machine controller installation to see if they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests.

Formulas in the DEA will be used to calculate the savings

FIM 10 - Air Conditioning Compressor Controllers

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to air conditioning compressor controller project.

Verification Period & Frequency: One-time the first post-retrofit year.

Post- Verification Procedure: A digital camera will be used to document the post- retrofit conditions. Inspect and verify the air conditioning compressor controller installation to see if they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests and provide commissioning report for each unit

Formulas in the DEA will be used to calculate the savings

FIM 11 - Transformers – Replacements

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to the transformer replacements project.

Verification Period & Frequency: One-time the first post-retrofit year.

Post- Verification Procedure: A digital camera will be used to document the post- retrofit conditions. Inspect and verify the transformer installation to see if they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests and provide commissioning report for each unit

Formulas in the DEA will be used to calculate the savings

FIM 12 - Refrigeration Compressor Controllers

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to the refrigeration compressor controller project.

Verification Period & Frequency: One-time the first post-retrofit year.

Post- Verification Procedure: A digital camera will be used to document the post- retrofit conditions. Inspect and verify the refrigeration compressor controller installation to see if they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests and provide commissioning report for each unit

Formulas in the DEA will be used to calculate the savings

FIM 13 - Refrigeration Upgrades

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to the refrigeration Upgrades project.

Verification Period & Frequency: One-time the first post-retrofit year.

Post- Verification Procedure: A digital camera will be used to document the post- retrofit conditions. Inspect and verify the refrigeration upgrade to see if they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests and provide commissioning report for each unit

Formulas in the DEA will be used to calculate the savings

FIM 14 - Destratification Fans

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to the Destratification Fans project.

Verification Period & Frequency: One-time the first post-retrofit year.

Post- Verification Procedure: A digital camera will be used to document the post- retrofit conditions. Inspect and verify the Destratification Fans to see if they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests.

Formulas in the DEA will be used to calculate the savings

FIM 15 – Building Envelope Improvements – Attic Insulation

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this building envelope improvements – attic insulation project.

Interaction: None.

Verification Equipment: Infrared camera, thermal gun and measuring tape

Verification Period & Frequency: One time during post-retrofit year in Customer’s presence and under appropriate weather conditions as agreed to by Customer.

Verification Details:

Post-Verification Procedure:

A digital camera will primarily be used to document the post-retrofit conditions. A thermal gun will be used to measure surface temperatures. If possible, an infrared camera will be used to capture the thermo graphic image of pre-retrofit thermal leaks and lack thereafter

Formulas in the DEA will be used to calculate the savings

FIM 16 - Unit Ventilator Refurbishments

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this unit ventilator refurbishments project.

Verification Period & Frequency: One-time the first post-retrofit year.

Post- Verification Procedure: A digital camera will be used to document the post- retrofit conditions. Inspect and verify the unit ventilator refurbishments to see if they meet the specifications of the contract in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests.

Formulas in the DEA will be used to calculate the savings

Option B
Retrofit Isolation

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations in the Detailed Energy Audit, using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term. The calculations are incorporated herein by reference and are further subject to the review and approval of the New York State Education Department and the Architect.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

Table 2.2.2: Option B Measures

FIM #	Facility Improvement Measure	M&V Option
FIM 4.1	Energy Management System - Temperature Setback	B
FIM 4.2	Energy Management System - Exhaust Fan/Relief Damper Control	B
FIM 4.3	Energy Management System - Optimal Start	B
FIM 7	Computers - Power Management	B

FIM 4.1 - Energy Management System - Temperature Setback

M&V Option: NEMVP-B (continuous)

Measurement Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the spaces temperatures affected by the energy project.

Measured Parameter: Continuous measurement of space temperature and outdoor air temperature

Interaction: with Optimal Start

Measuring Equipment: Building Management System

Measuring Equipment Accuracy: ±3% of measurement range

Measuring Equipment Calibration: Not applicable.

Measurement Period: 15 minute samples

Measurement Frequency: Continuous measurement

Measurement and Verification Details:

Pre-Measurement Activities: During detail audit on site it was documented that the interior temperature was maintained in at occupied levels all day and night.

Post-Measurement Activities: Building Management system will continuously monitor post-retrofit space temperature. The date-time stamp will be included to differentiate occupied/unoccupied and summer/winter periods.

Formulas in the DEA will be used to calculate the savings

FIM 4.2 - Energy Management System - Exhaust Fan/Relief Damper Control

M&V Option: NEMVP-B (continuous)

Measurement Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the exhaust fans and relief dampers affected by the energy project.

Measured Parameter: Continuous measurement of outdoor air temperature and exhaust fan ON/OFF status.

Interaction: None

Measuring Equipment: Building Management System

Measuring Equipment Accuracy: ±3% of measurement range

Measuring Equipment Calibration: Not applicable.

Measurement Period: 15 minute samples

Measurement Frequency: Continuous measurement

Measurement and Verification Details:

Pre-Measurement Activities: During detail audit on site it was documented that the exhaust fans stayed on all day and night.

Post-Measurement Activities: Building Management system will continuously monitor post-retrofit exhaust fan and relief damper status. The date-time stamp will be included to differentiate occupied/unoccupied and summer/winter periods.

Formulas in the DEA will be used to calculate the savings

FIM 4.3 - Energy Management System - Optimal Start

M&V Option: NEMVP-B (continuous)

Measurement Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the spaces temperatures and unit status affected by the energy project.

Measured Parameter: Continuous measurement of outdoor air temperature, space temperature and unit status.

Interaction: with Temperature Setback

Measuring Equipment: Building Management System

Measuring Equipment Accuracy: ±3% of measurement range

Measuring Equipment Calibration: Not applicable.

Measurement Period: 15 minute samples

Measurement Frequency: Continuous measurement

Measurement and Verification Details:

Pre-Measurement Activities: During detail audit on site it was documented via interviews that the systems were manually started based on building operating schedule.

Post-Measurement Activities: Building Management system will continuously monitor post-retrofit outdoor air, space temperature and unit status. The date-time stamp will be included to differentiate occupied/unoccupied and summer/winter periods.

Formulas in the DEA will be used to calculate the savings

FIM 7 - Computers - Power Management

M&V Option: NEMVP-B (Continuous)

Measurement Boundary: Retrofit isolation – Project savings will be determined for the computers included in the performance contract scope.

Measured Parameter: Continuous measurement of computer power states

Measuring Equipment: Power Management Software

Measuring Equipment Accuracy: ±3% of measurement range

Measuring Equipment Calibration: Not applicable.

Measurement Period: 15 minute samples

Measurement Frequency: Continuous measurement

Measurement and Verification Details:

Pre-Measurement Activities: Based on a survey, the number of computers used, type of computers used and hours of operation will be documented. JCI has access to a database that has the computer power consumption measurement data as function of power state. JCI will use that measurement database to calculate pre-energy usage.

Post-Measurement Activities: JCI will continuously measure computer power states and determine the power consumption in each of those states by looking at the measurement database.

Formulas in the DEA will be used to calculate the savings

Technology Disclaimer

The performance of this measure is based on the composition of the Customer's network infrastructure, number of CPUs, and the assumptions regarding mode of operation, operational days/year, and the cost per kWh as set forth below in exhibit 6. During the Project Benefit Term, JCI will be entitled to adjust savings guarantee to reflect and changes in the assumptions set forth above caused by Customers change in the number of CPUs or mode and hours of operation, failure to maintain or update the Power Management software in accordance with manufacturer's recommendations, or any other reason not related to an act or omission of JCI. In addition, if the changes are material and Customer is not able to provide adequate documentation to allow JCI to make the adjustments described, JCI will be entitled to deem that the Project Benefits relating to this Improvement Measure have been achieved at the targeted level set forth in the detail energy audit.

EXHIBIT 3: MEASURED PROJECT BENEFITS

Table 2.3 below defines and describes the FIMs included in this guarantee that comprise Measured Utility Cost Avoidance savings:

Table 2.3: Measured Project Benefits Summary

FIM #	PROPOSED MEASURES	Electricity Savings			Thermal		Water		Total Saving \$/yr	M&V Option
		kW	kWh/yr	\$/yr	MMBtu/yr	\$/yr	kgal/yr	\$/yr		
FIM 1	Lighting - Fixture Retrofit	555	1,618,213	\$270,322	(1,711)	(\$22,488)	0	\$0	\$247,834	A
FIM 2	Lighting - Fixture Control	0	305,965	\$43,492	0	\$0	0	\$0	\$43,492	A
FIM 3	Building Envelope Improvements - Weatherization	0	0	\$0	3,546	\$48,222	0	\$0	\$48,222	A
FIM 4.1	Energy Management System - Temperature Setback	0	0	\$0	5,476	\$73,598	0	\$0	\$73,598	B
FIM 4.2	Energy Management System - Exhaust Fan/Relief Damper Control	0	68,306	\$9,783	6,067	\$87,521	0	\$0	\$97,304	B
FIM 4.3	Energy Management System - Optimal Start	0	0	\$0	1,960	\$26,563	0	\$0	\$26,563	B
FIM 5	Steam Traps - Replacements	0	0	\$0	305	\$5,242	0	\$0	\$5,242	A
FIM 6	Boilers/DHW Heaters - Burner Controllers	0	0	\$0	3,170	\$41,051	0	\$0	\$41,051	A
FIM 7	Computers - Power Management	0	124,097	\$17,619	0	\$0	0	\$0	\$17,619	B
FIM 8	Water Conservation	0	0	\$0	892	\$11,718	1,418	\$2,836	\$14,553	A
FIM 9	Vending Machine Controllers	0	16,853	\$2,398	0	\$0	0	\$0	\$2,398	A
FIM 10	Air Conditioning Compressor Controllers	0	11,212	\$1,576	0	\$0	0	\$0	\$1,576	A
FIM 11	Transformers - Replacements	2	20,699	\$3,174	0	\$0	0	\$0	\$3,174	A
FIM 12	Refrigeration Compressor Controllers	0	4,100	\$578	0	\$0	0	\$0	\$578	A
FIM 13	Refrigerator Replacement	0	58,470	\$8,210	0	\$0	592	\$872	\$9,081	A
FIM 14	Destratification Fans	0	(1,118)	(\$156)	66	\$704	0	\$0	\$547	A
FIM 15	Building Envelope Improvements - Attic Insulation	0	0	\$0	229	\$3,935	0	\$0	\$3,935	A
FIM 16	Unit Ventilator Refurbishments	0	0	\$0	1,048	\$14,785	0	\$0	\$14,785	A
	TOTALS	557	2,226,797	\$356,994	21,047	\$290,851	2,009	\$3,707	\$651,553	

EXHIBIT 4: OPERATIONAL & MAINTENANCE (O&M) AND REBATE PROJECT BENEFITS

Operational and Maintenance Cost Avoidance: Due to the extended life and reduced failure rate of new lamps and ballasts to be installed throughout the District, an annual operations and maintenance cost avoidance will be realized. Upgrades to multiple mechanical systems throughout the District will realize additional operations and maintenance cost avoidance. A breakdown of the cost avoidance is as follows:

Lighting Operation & Maintenance Cost Avoidance: \$35,000

Mechanical Systems Operation & Maintenance Cost Avoidance: \$13,000

Annual Total O&M Cost Avoidance: \$48,000

Customer has furnished the foregoing information to JCI, which information forms the basis of the Operational & Maintenance Project Benefits. Customer agrees that the O&M Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such O&M Project Benefits.

Energy Rebates/Incentives:

Utility Rebates: \$600,000

Total Rebates: \$600,000

JCI will apply for utility company rebates programs at the time of application. JCI hereby guarantees the rebate amount and if the customer receives the rebate less than the guaranteed amount then JCI will pay the difference in rebates to the Customer within thirty (30) days. All rebates and incentives shall inure to the benefit of Customer. All rebates and/or incentives shall be payable to Customer. JCI shall be responsible for assuring that said rebates/incentives and payments for rebate deficits are promptly distributed to Customer within the time periods specified in the cash flow statement. In the event that the guaranteed rebates are not received by the Customer within the time periods specified in the cash flow statements, JCI shall immediately pay to the District the amount of such rebate within the time period specified in the cash flow statement. Notwithstanding the foregoing, if (a) the rebate is not distributed to the Customer within the specified time period, (b) JCI therefore pays \$600,000 to the Customer and (c) the rebate is subsequently issued for the Project, the Customer shall transfer and pay to JCI the amount of such rebate, provided that the Customer retains any rebate amount in excess of \$600,000.

Accordingly, if the rebate amount is greater than \$600,000, such excess shall inure to the benefit of the Customer and such excess shall not be counted toward the Annual Project Benefits for any year of the Agreement or the Total Project Benefits.

EXHIBIT 5: CHANGES IN USE OR CONDITION**ADJUSTMENT TO BASELINE
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose; provided, however that Customer shall have ten (10) days following its receipt of the notice to review and approve such adjustment, which approval shall not be unreasonably withheld, conditioned or delayed.

EXHIBIT 6: BASELINE CALCUALTIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed “floor” escalation rate of the Customer’s tax cap or CPI, whichever is lower (the “Floor Rate”). The Base Utility Cost for each type of utility represents the 12 month average utility costs from July 2010 to June 2011.

Table 2.6.1: Baseline Electrical Consumption Data & Rates

Name	Electric Usage and Cost						
	Demand (kW)	Avg (kW) Cost	Flexible Usage (kWh)	Usage (kWh) Cost	Unbilled (kWh)	Total Flexible Cost	Cost per kWh (B.U.C.)
Dickinson Avenue Elementary School	90	\$9.22	304,200	\$43,477	\$0.14	\$53,408	\$0.18
East Northport Middle School	150	\$8.80	425,428	\$59,057	\$0.14	\$74,878	\$0.18
Fifth Avenue Elementary School	102	\$9.22	283,640	\$41,798	\$0.15	\$53,125	\$0.19
Norwood Avenue Elementary School	90	\$9.25	250,680	\$36,036	\$0.14	\$46,066	\$0.18
William J. Brosnan School/Admin	133	\$10.60	474,281	\$68,006	\$0.14	\$84,917	\$0.18
Ocean Avenue Elementary School	73	\$9.25	216,720	\$31,396	\$0.14	\$39,529	\$0.18
Northport Middle School	286	\$8.96	1,014,720	\$145,723	\$0.14	\$176,503	\$0.17
Pulaski Road Elementary School	100	\$9.23	249,480	\$35,896	\$0.14	\$46,970	\$0.19
Northport High School	585	\$9.47	2,665,040	\$372,368	\$0.14	\$438,835	\$0.16
Bellerose Avenue Elementary School	114	\$9.23	323,280	\$46,303	\$0.14	\$58,938	\$0.18

The above rates shown in Table 2.5.1 will be known as **Floor Electrical Rates**, for the purpose of the Assured Performance Guarantee. The annual calculated electric rates are expected to increase every year. In the event that the annual rates are lower than the above baseline rates, the floor rates as defined above will be substituted for the annual calculated rate.

The Electric Rates will be averaged over the course of the one-year baseline period, as provided by customer. In turn, the Incremental Electric Rate (IER), and the Demand Rate (DR) will be averaged annually over the course of the reporting periods, as reflected on utility invoices, for equitable cost avoidance savings reporting.

The following formula will be used to calculate the current reporting period Incremental Energy Rate (IER):

FORMULA B-2

IER = $\Sigma TKC_{1-12} \div \Sigma TKWH_{1-12}$	
Where:	
IER:	Incremental Electrical Rate (Dollars per kWh)
ΣTKC_{1-12} :	Sum Total of Monthly Electrical Utility Costs (Dollars) for kWh included Fuel Adjustment Cost and other related Energy Charges for Months 1 Through 12 of the current reporting period.
$\Sigma TKWH_{1-12}$:	Sum Total of Monthly Electrical Incremental Use (kWh) for Months 1 Through 12 of the current reporting period.

The following formula will be used to calculate the current reporting period Incremental Demand Rate (DR):

FORMULA B-3

DR = $\Sigma\text{TKC}_{1-12} \div \Sigma\text{TKWH}_{1-12}$	
Where:	
DR:	Demand Electrical Rate (Dollars per kW)
ΣTKC_{1-12} :	Sum Total of Monthly Electrical Utility Costs (Dollars) for kW included Fuel Adjustment Cost and other related Energy Charges for Months 1 Through 12 of the current reporting period.
ΣTKW_{1-12} :	Sum Total of Monthly Electrical Demand Use (kW) for Months 1 Through 12 of the current reporting period.

Table 2.6.2: Baseline Gas Consumption Data & Rates

Name	Nat Gas Usage and Cost		
	Gas Usage Therms	Gas Cost	Cost per Therm
Dickinson Avenue Elementary School	597	\$1,469	\$2.46
East Northport Middle School	57,038	\$60,167	\$1.05
Fifth Avenue Elementary School	43	\$351	\$8.15
Norwood Avenue Elementary School	0	\$0	
William J. Brosnan School/Admin	1,296	\$2,546	\$1.96
Ocean Avenue Elementary School	2,683	\$4,321	\$1.61
Northport Middle School	79,600	\$82,127	\$1.03
Pulaski Road Elementary School	1,709	\$3,074	\$1.80
Northport High School	182,453	\$186,236	\$1.02
Bellerose Avenue Elementary School	0	\$ -	

The above rates shown above in Table 2.5.2 will be known as **Floor Natural Gas Rates**, for the purpose of the Assured Performance Guarantee. The annual calculated natural gas rates are expected to increase every year. In the event that the annual rates are lower than the above baseline rates, the floor rates as defined above will be substituted for the annual calculated rate.

The natural gas unit costs have been averaged over the course of the one-year period. In turn, unit costs will be averaged over the course of the reporting period, as reflected on utility invoices, for equitable cost avoidance savings reporting.

The following formulas will be used to calculate the current reporting period Fuel Rate(s) for Natural Gas:

FORMULA G-1

NGR = $\Sigma\text{TGC}_{1-12} \div \Sigma\text{TGU}_{1-12}$	
Where:	
NGR:	Natural Gas Rate (\$/Therm)
ΣTGC_{1-12} :	Sum Total of Monthly Gas Costs (\$)
ΣTGU_{1-12} :	Sum Total of Monthly Gas Purchased (Therms) for Months 1 Through 12 of the reporting period.

Table 2.6.3: Baseline Fuel Oil Consumption Data & Rates

Name	Oil Usage and Cost		
	Oil Usage (Gallons)	Oil Cost	Cost per Gallon
Dickinson Avenue Elementary School	35,418	\$101,793	\$2.87
East Northport Middle School	0	\$0	
Fifth Avenue Elementary School	22,629	\$66,068	\$2.92
Norwood Avenue Elementary School	22,433	\$65,433	\$2.92
William J. Brosnan School/Admin	39,299	\$110,063	\$2.80
Ocean Avenue Elementary School	26,763	\$76,005	\$2.84
Northport Middle School	7,000	\$19,167	\$2.74
Pulaski Road Elementary School	20,801	\$60,589	\$2.91
Northport High School	0	\$0	
Bellerose Avenue Elementary School	19,818	\$57,300	\$2.89

The above rates shown above in Table 2.5.2 will be known as the **Floor Fuel Oil Rates** for the purpose of this Assured Performance Guarantee. The annual calculated FOR shall never go below the floor rate(s). In the event that they do, the floor rate(s) will be substituted for the annual calculated rate.

The Fuel Oil unit costs have been averaged over the course of the one-year period. In turn, unit costs will be averaged over the course of the reporting period, as reflected on utility invoices, for equitable cost avoidance savings reporting.

The following formulas will be used to calculate the current reporting period Fuel Rate(s) for Fuel Oil:

FORMULA O-1

$$\text{FOR} = \frac{\sum \text{TGC}_{1-12}}{\sum \text{TGU}_{1-12}}$$

Where:

FOR: Fuel Oil Rate (\$/Gallon)

$\sum \text{TGC}_{1-12}$: Sum Total of Monthly Oil Costs (\$)

$\sum \text{TGU}_{1-12}$: Sum Total of Monthly Oil Purchased (Gallons) for Mos. 1 – 12 of the reporting period

Energy Conversion Conventions

For purposes of this Guarantee the follow fuel conversions will apply:

1 CCF (100 cubic feet) of Natural Gas = 103,000 Btus (British Thermal Units)

1 Therm of Natural Gas = 100,000 Btus

1 MMBtu of Natural Gas = 1,000,000 Btus

1 Decatherm of Natural Gas = 1,000,000 Btus

1 Gallon of Fuel Oil = 139,000 Btus

EXHIBIT 7: PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

District Wide Pre and Post Operation Schedule:

Table 2.7.1: Pre-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Tuesday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Wednesday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Thursday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Friday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Saturday	Unoccupied	Unoccupied	Unoccupied	Unoccupied
Sunday	Unoccupied	Unoccupied	Unoccupied	Unoccupied
Holidays	Unoccupied	Unoccupied	Unoccupied	Unoccupied

***High School occupied on Saturdays from 7 AM – 4 PM**

Occupied Room Temperature During Heating Season: 70 degrees F
 Unoccupied Low Temperature Limit During Heating Season: 68 degrees F
 Heating season is September 15th – May 31st

Occupied Room Temperature During Cooling Season: 72 degrees F
 Unoccupied High Temperature Limit During Cooling Season: 78 degrees F
 Cooling season is June 30th to September 30th

Table 2.7.2 Post-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Tuesday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Wednesday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Thursday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Friday	7:00 AM	8:00 PM	7:00 AM	8:00 PM
Saturday	Unoccupied	Unoccupied	Unoccupied	Unoccupied
Sunday	Unoccupied	Unoccupied	Unoccupied	Unoccupied
Holidays	Unoccupied	Unoccupied	Unoccupied	Unoccupied

***High School occupied on Saturdays from 7 AM – 4 PM**

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

Heating season is September 15th – May 31st

Occupied Room Temperature During Cooling Season: 72 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is June 30th to September 30th

EXHIBIT 8: MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, in writing to Customer within 60 days of the commencement of the Guarantee Term.
2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual written report containing:
 - A. an executive overview of the project's performance and Project Benefits achieved to date;
 - B. a summary analysis of the Measured Project Benefits accounting; and
 - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
 - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
 - B. advise Customer's designated personnel of any performance deficiencies based on such information;
 - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
 - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:
 - A. conduct pre and post installation measurements required under this Agreement;
 - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
 - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).
5. For specified Improvement Measures utilizing an "Option B" M&V protocol, JCI will:
 - A. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and
 - B. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.
 - C. Trend data records maintained in the ordinary course of system operation shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations. Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate or replace the lost data.

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
3. Providing reasonable assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in this Agreement;
4. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
5. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within fifteen (15) days of Customer receipt and/or generation or JCI's request therefor;
6. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI; and
7. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee.

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Total Project Costs. The total cost of the Project, including payment for JCI and the Architect is \$12,965,659, which breaks down as follows:

Architect Fee:	\$558,330
JCI Fee:	\$12,407,329

Payments shall be made to JCI as follows: within fifteen (15) days after execution of this Agreement, JCI shall submit for the Architect's review and approval a Schedule of Values for all of the Work to be performed under the Agreement. Such Schedule will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to JCI throughout the Work. The Work will commence upon approval of SED, the securing of the necessary financing by the Customer for the Work and the Customer's receipt of all necessary documents, including the final cash flow statement.

Customer shall make payment to JCI against monthly invoices for work completed and approved in accordance with the agreed upon Schedule of Values. Payments will be made on a progress payment basis for work completed and accepted by the Customer and the Architect using the AIA format. JCI must attach certified payrolls to each application for payment, together with supporting documents as required by the Customer and Architect.

2. Payments for Architectural/Engineering Services. JCI shall be responsible for making payments for Architectural/Engineering services directly to the Architect as set forth herein. The total fee to be paid to the Architect is \$558,330. JCI will make payments to the Architect according to the following schedule:
- a. 25% upon District signing contract with ESCO;
 - b. 35% upon submittal of plans and specifications to NYSED;
 - c. 20% upon approval of plans and specifications by NYSED; and
 - d. 20% upon completion of post-construction services.
3. M&V Services. Measurement & Verification services for the project from the construction period through Year 3 are included in the price of the agreement as detailed above in Section 1 'Work'. The District can request additional years of M&V service beyond Year 3 before the end of that report year. The price for continued M&V services will be negotiated upon request at that time.

Set forth below is a schedule of the costs for years 4 through 18, if the District requests such services:

4	\$12,000
5	\$12,240
6	\$12,485
7	\$12,734
8	\$12,989
9	\$13,249
10	\$13,514
11	\$13,784
12	\$14,060
13	\$14,341
14	\$14,628
15	\$14,920
16	\$15,219
17	\$15,523
18	\$15,834
Totals	\$207,521

* The District may request additional years of M&V services beyond Year 3. This schedule of costs is not included in the performance contract.

NOTICE TO PROCEED

Johnson Controls, Inc.
6 Aerial Way
Syosset, New York

ATTN: Danny Haffel

Re: Notice to Proceed for Northport –East Northport School District

Dear Mr. Haffel:

This Notice to Proceed is being issued by Northport – East Northport School District (“Customer”) to Johnson Controls, Inc. (“JCI”) pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract. This Notice to Proceed shall not relieve JCI of its responsibility to perform any and all duties, tasks and/or obligations required by the Agreement, as may be amended, that may be required prior to commencement of the Work.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

BOARD OF EDUCATION OF THE NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**CHANGE ORDER
AIA G701 Change Order Form to be used**

CERTIFICATE OF SUBSTANTIAL COMPLETION
AIA G704 Form to be used

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
6 AERIAL WAY
SYOSSET, NEW YORK 11791

**BOARD OF EDUCATION OF THE
NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT ("Customer")**
158 LAUREL AVENUE
NORTHPORT, NY 11768

PROJECT:[Insert Project Name]; Performance Contract dated _____, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

The Work performed under this performance contract has been reviewed and found to be complete. The date of final completion of the Project designated above is hereby established as _____. In accordance with the Agreement documents, based upon on-site observations and all data submitted in connection with the Project, the Architect certifies to Customer that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Agreement documents, and JCI is entitled to payment in accordance with the Agreement documents.

Amount Certified: _____

ECG Engineering LLC

By: _____ Date: _____

Printed Name: _____

Dated _____, 20__ .

**BOARD OF EDUCATION OF THE
NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT**

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Attachment 4 – Lighting Survey line-by-line

Attachment 5 – Customer’s Request for Proposals (“RFP”)

Attachment 6 – Contract between Customer and ECG Engineering LLC

Attachment 7 – JCI proposal in response to Customer’s RFP

Attachment 8 – Detailed Energy Audit

Attachment 9 – Customer’s AHERA Report and asbestos ceiling tile surveys

Attachment 10 – Pro Forma Cash Flow

Appendix 1- Scope of Architectural Services

Appendix 2- Scope of Construction Services

CONTRACT AMENDMENT

Amendment made this 1st day of April, 2015, by and between:

JOHNSON CONTROLS, INC. ("JCI")
6 Aerial Way
Syosset, New York 11791

and

BOARD OF EDUCATION OF THE
NORTHPORT – EAST NORTHPORT SCHOOL DISTRICT ("Customer")
158 Laurel Ave
Northport, New York 11768

RECITALS

WHEREAS, JCI and Customer are parties to a performance contract agreement, dated December 9, 2013 (the "Agreement"); and

WHEREAS, in connection with the Original Agreement, the New York State Education Department has reviewed the Scope of Services and requested modifications to the same prior to approving the same; and

WHEREAS, JCI and Customer desire to amend the terms of the Agreement in accordance with the required modifications made by the State Education Department as expressly set forth below in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Incorporation of Whereas Clauses. The above-referenced recitals are incorporated herein by reference.

2. The Agreement shall be revised in accordance with the following:

a. On page 14, after # 51. Execution add the following new paragraph 52:

52. Pursuant to NYS Energy Law 109-3, this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Agreement, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or

moral obligation to request, appropriate or make available monies for the purpose of the Agreement.

b. On page 14, after # 52. add the following new paragraph 53:

53. This agreement shall be executory only after the District obtains financing for the Project. Financing must be acceptable to Customer and create a positive annual cash flow at all periods during the Guarantee Period. The cash flow statement attached hereto dated February 12, 2015 reflects a negative cash flow in year three (3) of the Guarantee Period in the amount of \$7,226.00. Pursuant to Section 19 of the Agreement, JCI shall provide the Customer with updated cash flow statements at certain intervals, including, but not limited to: (1) upon issuance of the State Aid report identifying the aid that will be allocated for the project; and, (2) upon the District's finalization of the Customer's financing of the project. In addition to any shortfall obligations of JCI that may occur under the Agreement, in the event that said cash flow remains negative at any interval as defined Section 19 of the Agreement, JCI shall be responsible to pay to the Customer in amount not to exceed \$25,000 for the Guarantee Period. Said payment shall be payable by certified check to the Customer in accordance with the shortfall payment requirements set forth in the Agreement. In the event that the negative cash flow exceeds \$25,000 for the Guarantee period, the District shall be permitted to reduce the scope of the Project without liability of any type so as to achieve a positive cash flow in each year of the contract term as set forth at Section 19 of the Agreement.

c. On Page 44, replace EXHIBIT 1: TOTAL PROJECT BENEFITS with the following:

Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$1,027,791 in O&M and \$600,000 in Rebate Project Benefits and JCI guarantees that Customer will achieve a total of \$15,254,778 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$16,882,569, as set forth in the Total Project Benefits table below.

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Table 2.1.2: Total Project Benefits

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate- Non Recurring Savings	Total Guaranteed Project Benefits
Implem.			400,000	400,000
1	\$651,512	\$48,000	200,000	\$899,512
2	\$671,057	\$48,960		\$720,017
3	\$691,189	\$49,939		\$741,128
4	\$711,924	\$50,938		\$762,862
5	\$733,282	\$51,957		\$785,239
6	\$755,281	\$52,996		\$808,276
7	\$777,939	\$54,056		\$831,995
8	\$801,277	\$55,137		\$856,414
9	\$825,315	\$56,240		\$881,555
10	\$850,075	\$57,364		\$907,439
11	\$875,577	\$58,512		\$934,089
12	\$901,845	\$59,682		\$961,526
13	\$928,900	\$60,876		\$989,775
14	\$956,767	\$62,093		\$1,018,860
15	\$985,470	\$63,335		\$1,048,805
16	\$1,015,034	\$64,602		\$1,079,636
17	\$1,045,485	\$65,894		\$1,111,379
18	\$1,076,850	\$67,212		\$1,144,061
Totals	\$15,254,778	\$1,027,791	\$600,000	\$16,882,569

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated 3% increase in unit energy costs as set forth in the table in Exhibit 6

Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of 2%.

d. On page 57, replace Table 2.3: Measured Project Benefits Summary with the following:

FIM #	PROPOSED MEASURES	Electricity Savings			Thermal		Water		Total Saving	M&V Option
		kW	kWh/yr	\$/yr	MMBtu/yr	\$/yr	kgal/yr	\$/yr	\$/yr	
FIM 1	Lighting - Fixture Retrofit	514	1,714,672	\$281,003	(1,814)	(\$23,911)	0	\$0	\$257,092	A
FIM 2	Lighting - Fixture Control	0	240,087	\$34,127	0	\$0	0	\$0	\$34,127	A
FIM 3	Building Envelope Improvements - Weatherization	0	0	\$0	3,546	\$48,222	0	\$0	\$48,222	A
FIM 4.1	Energy Management System - Temperature Setback	0	0	\$0	5,476	\$73,598	0	\$0	\$73,598	B
FIM 4.2	Energy Management System - Exhaust Fan/Relief Damper Control	0	68,306	\$9,783	6,067	\$87,521	0	\$0	\$97,304	B
FIM 4.3	Energy Management System - Optimal Start	0	0	\$0	1,960	\$26,563	0	\$0	\$26,563	B
FIM 5	Steam Traps - Replacements	0	0	\$0	305	\$5,242	0	\$0	\$5,242	A
FIM 6	Boilers/DHW Heaters - Bumer Controllers	0	0	\$0	3,178	\$41,157	0	\$0	\$41,157	A
FIM 7	Computers - Power Management	0	124,097	\$17,619	0	\$0	0	\$0	\$17,619	B
FIM 8	Water Conservation	0	0	\$0	892	\$11,718	1,418	\$2,836	\$14,553	A
FIM 9	Vending Machine Controllers	0	16,853	\$2,398	0	\$0	0	\$0	\$2,398	A
FIM 10	Air Conditioning Compressor Controllers	0	11,212	\$1,576	0	\$0	0	\$0	\$1,576	A
FIM 11	Transformers - Replacements	2	20,699	\$3,174	0	\$0	0	\$0	\$3,174	A
FIM 12	Refrigeration Compressor Controllers	0	4,100	\$578	0	\$0	0	\$0	\$578	A
FIM 13	Refrigerator Replacement	0	58,470	\$8,210	0	\$0	592	\$872	\$9,081	A
FIM 14	Destratification Fans	0	(917)	(\$128)	60	\$637	0	\$0	\$508	A
FIM 15	Building Envelope Improvements - Attic Insulation	0	0	\$0	229	\$3,935	0	\$0	\$3,935	A
FIM 16	Unit Ventilator Refurbishments	0	0	\$0	1,048	\$14,785	0	\$0	\$14,785	A
	TOTALS	516	2,257,579	\$358,338	20,946	\$289,467	2,009	\$3,707	\$651,512	

3. JCI shall provide the Customer with the detailed breakdown set forth in 8 N.Y.C.R.R. §155.20(d).

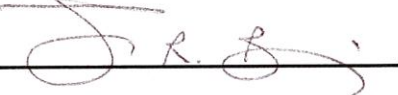
4. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.


5. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to caused this Amendment to become legal, valid and binding.

IN WITNESS WHEREOF, JCI and Customer have entered into this Amendment effective as of the date first set forth above.

Agreed:
Northport – East Northport School District

Johnson Controls, Inc.

BY: 

BY: 

Julia R. Binger, President
name and title

James B. Cotton AGM
name and title

4/1/15
date

4/1/15
date