

CONTRACT AMENDMENT TWO

This Amendment (the "Amendment") is made this 2nd day of June 2022 by and between:

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

and

EASTPORT-SOUTH MANOR CENTRAL SCHOOL DISTRICT ("Customer")
149 DAYTON AVENUE
MANORVILLE, NEW YORK 11949

RECITALS

WHEREAS, JCI and Customer are parties to a Performance Contract, dated October 7th, 2020 (the "Agreement"), a Contract Amendment, dated January 12, 2022 ("Amendment One," and together with the Performance Contract, the "Agreement")

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

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

1. The Agreement shall be amended in accordance with the following:
 - a. **This Amendment Two will replace Amendment One Two in its entirety.**
 - b. **On top of Page 2 of the Agreement, under 3. Engineer of Record, in line 3 remove the value "\$875,417" and replace with the following:**

"\$881,806"
 - c. **On Page 10, under "Scope of Work" of the Agreement, replace the entire table with the following:**

ECM #	Proposed Measure	Eastport - South Manor Jr. Sr. HS	Dayton Ave School	Eastport Elementary School	South Street School	Tuttle Ave Elementary School
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x		x	x
ECM 3	Building Envelope - Weatherization	x	x	x	x	x
ECM 4.1	Energy Management System - Temperature Setback			x		
ECM 4.2	Energy Management System - Demand Controlled Ventilation	x	x	x	x	
ECM 4.3	Energy Management System - Relief Hood, EF & Kitchen Hood Controls		x	x	x	
ECM 5	Energy Efficient Motors Replacement	x	x			
ECM 6	Heating System - Pipe and Valve Insulation	x	x	x	x	
ECM 7	Cooling System - Chiller Replacement	x				
ECM 8	Refrigeration Compressor Controllers		x	x		x
ECM 9	Energy Efficient Transformers	x	x		x	
ECM 10	Renewable Energy- Photovoltaic Generation	x	x	x	x	x
ECM 11	Energy Management System - Re-Commissioning					x
ECM 12	Plug Load Controllers	x	x	x	x	x
ECM 13	Vending Machine Controllers	x	x		x	
ECM 14	Heating System - DHW Replacement	x			x	
ECM 15	AC Compressor Controllers	x	x	x	x	

- d. On page 21 of the Agreement, remove ECM 10: Renewable Energy – Photovoltaic Electric Generation in its entirety and replace with the following:

ECM 10: Renewable Energy – Photovoltaic Electric Generation

Johnson Controls will furnish and install a total of 3,371.10 kW-DC photovoltaic electrical generation systems as detailed in the table below that will interconnect with the existing electrical distribution system at the associated schools.

The following table identifies the PV sizes and installation type at each location:

Building	Roof Mount (kW DC)	Carport / Canopy (kW DC)	Total (kW DC)
Eastport - South Manor Jr. Sr. HS	303.80	1,722.40	2,026.20
Dayton Ave School	-	408.90	408.90
Eastport Elementary School	138.70	232.20	370.90
South Street School	193.90	-	193.90
Tuttle Ave Elementary School	119.80	251.40	371.20
Total	756.20	2,614.90	3,371.10

Installation includes the following specifications for new Roof Ballasted Systems:

- UL Certificate
- New wiring to meet the requirements of the 2017 National Electric Code (“NEC”) as amended and updated.
- Solar Module to be 72 cell 400 watt JA Solar or equal and as approved by Customer’s Architect/Engineer and Johnson Controls.
- Inverters to be SMA or equal
- Balance of new system to meet 2017 NEC Code as amended and updated.
- Required Interconnection to building system located as per 2017 NEC Code as amended and updated lineside tap as determined by the utility(ies) having jurisdiction.
- Unirac RM, Ecofoot or equal self-ballasted racking system
- Web based dashboard for PV production for students and staff to use and access
- Weather station at each location will be installed.
- PV dashboard shall log 15-minute interval data for kW, kWh, and solar irradiance.
- Furnish and install required ballast block as per design.
- One time training for 4 hours to the District
- District to support monitoring by supplying an IT drop to a gateway location and necessary IP addresses that the District will maintain for 18 years.
- Protective slip sheet to meet roofing warranty certifications
- SED approved system design drawings

Turnkey installation includes the following specifications for Carport, Canopy Systems:

- Carport system to have a minimum height of 14 ft. in roadway areas
- Canopy system to have a minimum height of 10 ft.
- Solar Modules to be 72 cell 400-watt JA Solar or equal and as approved by Customer’s Architect/Engineer and Johnson Controls.
- Solar Inverters to be SMA or equal.
- Solar equipment to be mounted at no less than 10 ft above grade.
- Conduit work up to 10 ft. above grade will be hard wall galvanized.
- Should any new exterior switchgear be required, a 6 ft black colored vinyl covered chain-link fence with black privacy slats shall be installed with an access gate.
- New underground conduit to be PVC
- Work to conform to PSEG and regulatory or governmental agencies requirements. JCI is responsible for costs necessary to conform to these requirements.
- Carport/Canopy Racking system, including hardware and module mounting hardware to be engineered carport/canopy structure to support PV modules.
- New members and hardware are galvanized steel with Columns and Top Beams hot dipped to ASTM A123 and purlins pre-galvanized to a G140 minimum. Module hardware is stainless steel.
- New member connections shall be bolted. No on-site welding shall be required or undertaken without the prior written permission of the District and its Architect.
- Parking lot restoration in affected areas to be saw cut and hot patched to match existing surface conditions.
- Columns to be set directly on concrete piers with chemical anchors or wet set anchor bolts.
- Temporary fencing, barricades or storage trailers necessary to secure site included
- Disposal of soil/spoil created from the foundation installation is included. JCI shall undertake necessary soil testing and properly dispose of soil at its cost and expense in accordance with all applicable laws, rules, regulations and codes .
- Grounding hardware for modules and racking
- Module grounding to be per module manufacturer’s installation instructions.
- Base design includes pre-punched holes in the purlin for wire management.
- Electrical Underwriters Certificate included

- Electrical installation to be installed as per the NEC 2017 code, as amended and updated.
- Electrical conduit will be installed outside of concrete piers and/or baseplates.
- JCI will provide a web-based dashboard for PV production for students and staff to use and access.
- District to support monitoring by supplying an IT drop to a gateway location and all necessary IP addresses that the District will maintain for 18 years.
- SED approved system design drawings to be provided by the Customer's Architect of Record
- Furnish and install exterior LED lighting, controls and electrical connectivity under carports/canopies to meet all NYSED requirement.

In the event that any of the building roofs, parking lots are determined to be unsuitable for roof mounted, carport, canopy PV arrays, Johnson Controls will attempt to move the arrays or portions of the arrays to another location that is suitable at any of the other buildings outlined above, subject to all necessary review and approvals.

If during the design phase the architect / engineer of record, ECG, encounter structural issues, geo-tech issues, drainage issues, septic system issues with any parking lots and walkways, JCI shall relocate the problem areas of solar arrays to a different location in order to maintain the 3,371.10 kW DC of total system size.

In the event that any of the proposed locations are determined to not be a viable option, the scope of work for this ECM shall be reduced subject to Customer's written approval by amendment and the costs associated with the reduced scope shall be credited to the Customer. The guaranteed savings shall also be adjusted accordingly by a formal written amendment to the Agreement. All adjustments require Customer's written approval and must maintain a positive cash flow as set forth in the contract documents.

The weather station monitoring is included through dashboard for 10 years as long as the internet IP address is maintained. The weather station includes a pyranometer at each location, one at each of the 5 schools. The irradiance value will be trended and logged into the cloud for 10 years. At the end of the 10 years, the Customer can elect to renew the monitoring service at an additional cost.

Power to the building will be temporarily shut down by the utility for up to four (4) hours during the tie-in. Co-ordination with the District will be required at the time of the tie-in per the Agreement.

Electrical Upgrades: As part of this measure, Johnson Controls will also eliminate the meter serving the field house and the ballfield and tie the existing load to existing building meter(s) to fully utilize the production from the photovoltaics.

Exclusions:

1. Resolution of existing design, service, and or distribution conditions known or unknown.
2. Correction of any existing applicable building code violations and Federal Americans with Disabilities Act (ADA) violations identified by JCI during the execution of the Work. Such violations will be brought to the attention of the Customer for remedy.
3. Temporary power during tie-in.
4. Repair or replacement of defective electrical equipment and electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer).
5. JCI does not anticipate and has not included any hard digging (I.E. no blasting or rock removal). All trenching to be performed by normal means (Case 580 backhoe). Should additional means of excavation be required then JCI shall notify the Owner to mitigate or address at additional cost.
6. The scope of work does not include the repair or installation of any structural systems.

- e. **At the bottom of page 24 of the Agreement, remove ECM 14: Heating System – Domestic Hot Water (DHW) Replacement in its entirety and replace with following:**

Eastport - South Manor Jr. Sr. High School

Johnson Controls shall remove existing hot water heaters and furnish and install (2) new high-efficiency hot water heaters. The new DHW will be installed in the existing boiler room at the same place as old DHW.

Johnson Controls shall furnish and install the following scope of work for this measure:

(1) RBI DOMINATOR SERIES DW750:

- 750 MBH Input
- 2 Stage
- 85% Efficient
- Bronze Headers
- Finned Copper Tube Heat Exchanger – 2 Pass
- Mounted & Wired Flow Switch
- FM Compliant Gas Train
- Sealed Combustion Chamber
- Mounted ASME Relief Valve
- Pump Delay Control

(1) RBI DOMINATOR SERIES DW1050:

- 1050 MBH Input
- 4 Stage
- 85% Efficient
- Bronze Headers
- Finned Copper Tube Heat Exchanger – 2 Pass
- Mounted & Wired Flow Switch
- FM Compliant Gas Train
- Sealed Combustion Chamber
- Mounted ASME Relief Valve
- Pump Delay Controls

South Street School:

Johnson Controls will include the following scope of work to convert the South Street School to Natural Gas:

- Provide and install one (1) A.O. Smith BTH-199 Gas Water Heater
- Disconnect line voltage, oil line, water piping from existing domestic oil-fired hot water heater
- Remove and discard old oil-fired domestic hot water heater
- Furnish and install new high efficiency domestic gas fired hot water heater
- Tie in line voltage, water piping, and flue to new gas fired hot water heater
- Run new gas line to new domestic hot water heater and terminate
- Start up and check out of new domestic hot water heater
- Perform pressure test on existing gas piping
- Furnish and install a new gas header on outside of building

- Perform start up of existing dual fuel burners, complete with commissioning and combustion analysis on existing building dual fuel boiler burners on gas and provide startup up reports

Exclusions:

1. Resolution of existing design, service, and or distribution conditions known or unknown.
2. Correction of any existing applicable building code violations and Federal Americans with Disabilities Act (ADA) violations identified by JCI during the execution of the Work. Such violations will be brought to the attention of the Customer for remedy.
3. Repair or replacement of defective mechanical, electrical and controls equipment and electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer).
4. Repairs/replacement of piping or other components found to be corroded or rusted and unacceptable for installation other than what is specified in the Scope of Work.
5. Delays caused by the utility company in bringing natural gas to the building.
6. Removal of the existing oil tanks and oil distribution system.

- f. **On Page 29 of the Agreement, under Exhibit 1: Total Project Benefits delete the section in its entirety and replace with following:**

Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will achieve a total of \$756,990 in Operational and Maintenance Cost Avoidance, \$158,940 in rebates and JCI guarantees that Customer will achieve a total of \$21,149,461 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$22,065,391, as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate-Non-Recurring Savings	Total Guaranteed Project Benefits
Implem.	\$0	\$0	\$0	\$0
1	\$987,724	\$42,055	\$158,940	\$1,188,719
2	\$1,007,479	\$42,055		\$1,049,534
3	\$1,027,628	\$42,055		\$1,069,683
4	\$1,048,181	\$42,055		\$1,090,236
5	\$1,069,145	\$42,055		\$1,111,200
6	\$1,090,527	\$42,055		\$1,132,582
7	\$1,112,338	\$42,055		\$1,154,393
8	\$1,134,585	\$42,055		\$1,176,640
9	\$1,157,276	\$42,055		\$1,199,331
10	\$1,180,422	\$42,055		\$1,222,477
11	\$1,204,030	\$42,055		\$1,246,085
12	\$1,228,111	\$42,055		\$1,270,166
13	\$1,252,673	\$42,055		\$1,294,728
14	\$1,277,727	\$42,055		\$1,319,782
15	\$1,303,281	\$42,055		\$1,345,336
16	\$1,329,347	\$42,055		\$1,371,402
17	\$1,355,934	\$42,055		\$1,397,989
18	\$1,383,052	\$42,055		\$1,425,107
Totals	\$21,149,461	\$756,990	\$158,940	\$22,065,391

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section VI below.

** Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of zero (0%) increase in labor and material cost.

- g. **On Page 44 of the Agreement, under EXHIBIT 3: MEASURED PROJECT BENEFITS remove Table 2.3: Measured Project Benefits Summary in its entirety and replace with following:**

ECM #	Proposed Measure	Electric Savings			Thermal Savings		Total Savings
		kW	kWh/yr	\$/yr	MMBTU/yr	\$/yr	\$/yr
ECM 1	Lighting - Interior Retrofit	371	999,049	\$190,218	(2,162)	-\$23,162	\$167,055
ECM 2	Lighting - Exterior Retrofit	0	40,611	\$5,502	0	\$0	\$5,502
ECM 3	Building Envelope - Weatherization	0	10,727	\$1,450	1,517	\$18,755	\$20,205
ECM 4.1	Energy Management System - Temperature Setback	0	9,777	\$1,352	691	\$10,933	\$12,285
ECM 4.2	Energy Management System - Demand Controlled Ventilation	0	71,691	\$9,495	4,839	\$48,352	\$57,847
ECM 4.3	Energy Management System - Relief Hood, EF & Kitchen Hood Controls	0	18,822	\$2,671	543	\$6,431	\$9,102
ECM 5	Energy Efficient Motors Replacement	13	7,815	\$1,263	0	\$0	\$1,263
ECM 6	Heating System - Pipe and Valve Insulation	0	0	\$0	373	\$3,788	\$3,788
ECM 7	Cooling System - Chiller Replacement	301	278,079	\$58,846	0	\$0	\$58,846
ECM 8	Refrigeration Compressor Controllers	0	3,858	\$524	0	\$0	\$524
ECM 9	Energy Efficient Transformers	13	101,552	\$13,910	0	\$0	\$13,910
ECM 10	Renewable Energy- Photovoltaic Generation	92	4,259,711	\$582,517	0	\$0	\$582,517
ECM 11	Energy Management System - Re-Commissioning	0	86,785	\$11,533	0	\$0	\$11,533
ECM 12	Plug Load Controllers	0	116,605	\$15,649	0	\$0	\$15,649
ECM 13	Vending Machine Controllers	0	16,853	\$2,262	0	\$0	\$2,262
ECM 14	Heating System - DHW Replacement	0	0	\$0	497	\$17,680	\$17,680
ECM 15	AC Compressor Controllers	0	56,668	\$7,755	0	\$0	\$7,755
	Totals	791	6,078,602	\$904,948	6,298	\$82,776	\$987,724

- h. **Under section VI, Baseline Calculations and Utility Rates, in the middle of page 48, remove the following:**

The above rates shown above in Table 2.4.2 will be known as **Floor Natural Gas Rates**, for the purpose of the Assured Performance Guarantee. Beginning with year 1, 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 2% escalated floor rates will be substituted for the annual calculated rate.

And replace with the following:

The above rates shown above in Table 2.4.2 will be known as **Floor Natural Gas Rates**, for the purpose of the Assured Performance Guarantee. For the South Street School, the natural gas cost of \$0.95 / therm will be considered to be ceiling rate. Beginning with year 1, the annual calculated natural gas rates are expected to increase every year. In the event that the annual rates are lower than the above floor baseline rates, the 2% escalated floor rates will be substituted for the annual calculated rate. In the event that the annual rates are higher than the above ceiling baseline rates, the 2% escalated ceiling rates will be substituted for the annual calculated rate.

i. On top of Page 55 of the Agreement, under 1. Price and Payment terms, Total Project Costs remove the value "\$18,383,763" and replace with the following:

"\$18,517,925"

j. On top of Page 55 of the Agreement, under Price and Payment terms, in the third paragraph remove the value "\$5,515,129" and replace with the following:

"\$5,555,377"

k. On the bottom of Page 55 of the Agreement, under 2. Payments for Architectural/Engineering Services, remove the value "\$875,417" and replace with the following:

"\$881,806"

2. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Agreement.

3. 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.

4. 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 cause this Amendment to become legal, valid and binding.

5. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

6. This Amendment to the Agreement shall not be executory until approval of the Commissioner of Education is obtained.

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

EASTPORT-SOUTH MANOR CENTRAL SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

JOHNSON CONTROLS, INC.

Signature: Robert J. Steele

Printed Name: ROBERT J. STEELE

Title: AREA GENERAL MANAGER

Date: 8-26-2022