

Johnson Controls, Inc.
Sustainable Infrastructure
1399 Crescent Visher Ferry Rd
Clifton Park, NY 12065
Telephone: 518-598-8890
Fax: 518-451-2701



Marguerite Jimenez
Asst. Supt. For Business & Operations
Deer Park UFSD
1881 Deer Park Avenue
Deer Park, NY 11729

September 15, 2022

RE: Contract Amendment for Signature to Amend the Deer Park UFSD EPC, dated June 23, 2020

Dear Marguerite,

As a result of the SED review, the following changes have been made to the signed Energy Performance Contract with the final SED approved Contract Amendment:

- PV Scope was changed to accommodate for roofs that could not support the originally scoped panels (Total production was reduced from 992.5kW to 848.52kW)
- Photovoltaic Design was updated to current SED code requirements
- To compensate for the lost PV energy production, Lighting scope of work was updated with the latest lighting materials and fixtures to increase kWh savings
- Overall annual savings was reduced from \$339,617 to \$315,475.
- Due to the enhanced Lighting scope, Annual Guaranteed O&M Savings were increased from \$75,719 to \$75,722; the rebates remained the same
- Annual Guaranteed Savings were reduced from \$440,311 to \$419,723 for the project
- Total Project cost was reduced from \$7,517,778 to \$7,113,839
- The initial 30% down payment to Johnson Controls was reduced from \$2,255,333 to \$2,134,152
- Likewise, the associated Architectural/Engineering Services Fee was reduced from \$357,999 to \$338,754

Otherwise, there have been no "material" changes to the Contract. The changes are based on required Photovoltaic scope changes and review comments from SED; these changes were required to get the project approved, and Building Permits issued.

Please call if you have any questions!

Sincerely,

A handwritten signature in black ink, appearing to read "Tom P. McComb".

Thomas F. McComb, Jr., MBA, CEM, BEP
NYSED Projects Manager
Johnson Controls, Inc.

CONTRACT AMENDMENT

This Amendment (the "Amendment") is made this 18th day of July 2022 by and between:

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

and

DEER PARK SCHOOL DISTRICT ("Customer")
1881 DEER PARK AVE, DEER PARK, NY 11729

RECITALS

WHEREAS, JCI and Customer are parties to a Performance Contract, dated June 23, 2020 (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. On Page 2 of the Agreement, under **2. Agreement Documents**, replace "Attachment 4 – Lighting Line by line (Deer Park Schools LED Lighting Rev-D 11-8-19)" with "Attachment 4 – Lighting Line by line (Deer Park Schools LED Lighting Rev H 5-10-2022)".
 - b. On Page 2 of the Agreement, under **3. Architect/Engineer of Record**, replace "\$357,989" with "\$338,754".
 - c. On Page 26 of the Agreement, remove **ECM 10: Renewable Energy – Photovoltaic Electric Generation/Cogen Decommission** in its entirety and replace with the following:

ECM 10: Renewable Energy – Photovoltaic Electric Generation/Cogen Decommission

Johnson Controls shall furnish and install Solar Photovoltaic Systems at five (5) buildings located in the Deer Park Union Free School District. The total system size across these roof top and carport systems will be approximately 848.52 KW DC that will interconnect with the existing electrical distribution system at the associated schools. The cogeneration plants at Deer Park High School, Frost and JFK will be decommissioned and removed. This includes removal of the cogen units, dump radiators, all associated piping, conduits, gas piping, and heat exchangers. Any associated penetrations will be properly sealed. The gas meters will be removed, and accounts will be closed. This will allow for the new PV systems to provide locally produced electricity with zero emissions and meet the current interconnection code compliance.

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

Locations	Carport / Canopy System (kW-DC)	Roof Mount (kW-DC)	Total (kW-DC)
Deer Park High School	258.40	0	258.40
Robert Frost School	0	188.16	188.16
May Moore Elementary School	0	149.00	149.00
John F Kennedy Intermediate School	0	113.76	113.76
John Quincy Adams Elementary School	0	139.20	139.20
Total	258.40	590.12	848.52

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").
- 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 system to meet 2017 NEC Code.
- Required Interconnection to building system located as per 2017 NEC Code 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

Installation includes the following specifications for Carport and Canopy Systems:

- Carport system to have a minimum height of 14 ft. in roadway areas
- Solar Modules to be 72 cell 400-watt JA Solar or JCI and Customer approved equal
- Solar Inverters to be SMA or JCI and Customer approved equal 1500-volt family.
- 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 chain-link fence 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
- 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 in effect at the time of SED approval of the Agreement.
- 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
- 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

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.

Johnson Controls shall install the new PV systems with existing roof manufacturer standards to maintain current and any new roof warranty(ies) as it relates to the solar panel installation. At impacted locations, existing structural steel, joists, roof decks, parking lots, walkways are anticipated to be adequate for solar panel installation. If during the design phase the architect / engineer of record, JAG, encounter structural issues, geo-tech issues, drainage issues, septic system issues with any of roofs, roof framing, parking lots and walkways, JCI shall relocate the problem areas of solar arrays to a different location in order to maintain the 848.52 kW DC of total system size. An adjustment to the guarantee will occur if the new location is on a different electric rate.

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 deduct change order 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. Coordination with the District will be required at the time of the tie-in.

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).
- d. **On Page 31 of the Agreement, under B. Project Benefits Summary remove the section in its entirety, up to "Annual Measurement and Verification (M&V) Services" and replace 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 \$1,362,996 in Operational and Maintenance Cost Avoidance, \$91,421 in rebates and JCI guarantees that Customer will achieve a total of \$6,755,044 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$8,209,460, 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
1	\$315,475	\$75,722	\$91,421	\$482,617
2	\$321,784	\$75,722		\$397,506
3	\$328,220	\$75,722		\$403,942
4	\$334,784	\$75,722		\$410,506
5	\$341,480	\$75,722		\$417,202
6	\$348,310	\$75,722		\$424,032
7	\$355,276	\$75,722		\$430,998
8	\$362,381	\$75,722		\$438,103
9	\$369,629	\$75,722		\$445,351
10	\$377,022	\$75,722		\$452,744
11	\$384,562	\$75,722		\$460,284
12	\$392,253	\$75,722		\$467,975
13	\$400,098	\$75,722		\$475,820
14	\$408,100	\$75,722		\$483,822
15	\$416,262	\$75,722		\$491,984
16	\$424,587	\$75,722		\$500,309
17	\$433,079	\$75,722		\$508,801
18	\$441,741	\$75,722		\$517,463
Totals	\$6,755,044	\$1,362,996	\$91,421	\$8,209,460

*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 IV 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.

- e. On Page 43 of the Agreement, under III: Measured Project Benefits, remove table 2.3 in its entirety and replace with the following:

ECM	Energy Conservation Measures	Electric Savings			Thermal Savings		Total (\$)
		kW	kWh	\$/Year	MMBtu	\$/Year	\$/Year
ECM 1	Lighting - Interior Retrofit	186	520,369	\$98,399	(1,096)	-\$9,112	\$89,287
ECM 2	Lighting - Exterior Retrofit	-	103,768	\$16,049	-	\$0	\$16,049
ECM 3	Building Envelope - Weatherization	-	1,688	\$260	1,194	\$10,372	\$10,632
ECM 4	Energy Efficient Motor Replacement	25	14,234	\$2,366	-	\$0	\$2,366
ECM 5	Heating System - Boiler Replacement	-	-	\$0	2,863	\$23,775	\$23,775
ECM 6	Boiler Plant Optimization	-	-	\$0	991	\$7,371	\$7,371
ECM 7	Heating System - DHW & Furnace Controllers	-	-	\$0	795	\$6,777	\$6,777
ECM 8	Heating System - Pipe and Valve Insulation	-	-	\$0	470	\$3,883	\$3,883
ECM 9	Refrigerator Compressor Controllers	-	3,032	\$457	-	\$0	\$457
ECM 10	Renewable Energy- Photovoltaic Generation / Cogen System Decommission	-	448,813	\$68,058	10,191	\$67,330	\$135,388
ECM 11	Plug Load Controllers	-	102,623	\$16,200	-	\$0	\$16,200
ECM 12	Vending Machine Controllers	-	11,667	\$1,783	-	\$0	\$1,783
ECM 13	AC Compressor Controllers	-	9,264	\$1,506	-	\$0	\$1,506
TOTAL SAVINGS		211	1,215,460	\$205,080	15,408	\$110,395	\$315,475

- f. On Page 44 of the Agreement, under IV. Operational & Maintenance (O&M) & Rebate Project Benefits, remove section Operational and Maintenance Cost Avoidance in its entirety and replace with the following:

Operational and Maintenance Cost Avoidance:

M&V Option: NEMVP-A

For measures where the baseline (or boundary) is well understood, and measure operating hours are not expected to change, only the "change in equipment performance" is needed in order to calculate the savings (or cost avoidance).

Lighting Operational Cost Avoidance is calculated by comparing the existing lamp and ballast average failure rate and replacement cost with the proposed project replacement lamp and ballast average failure rate and replacement cost. Measure operating hours are not expected to change. The average annual savings for all schools is determined to be \$16,972.

Boiler Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing boilers versus the newly installed boilers. The reduction in repairs of the new boilers is deemed to be the cost avoidance. The average annual savings for all schools is determined to be \$9,000.

Cogen Maintenance Cost Avoidance is calculated by comparing the cost of maintaining the existing cogens versus not having any cogens to maintain. The cogens will be decommissioned and removed from site. The average annual savings for all the cogen units are \$49,750.

Total Operational Cost Avoidance: \$75,722

The O & M savings are based on the scope of work as well as discussions with the customer. Customer agrees that the O&M Project Benefits are reasonable and supportable, 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.

- g. On Page 52 of the Agreement, under 1. Total Project Costs, replace "\$7,517,778" with "\$7,113,839".
- h. On Page 52 of the Agreement, paragraph 3, replace "\$2,255,333" with "\$2,134,152".
- i. On Page 52 of the Agreement, under 2. Payments for Architectural/Engineering Services, replace "\$357,989" with "\$338,754".

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.

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

DEER PARK SCHOOL DISTRICT

Signature: Donna Marie Elliott

Printed Name: Donna Marie Elliott

Title: President, BOE

Date: 9/20/22

JOHNSON CONTROLS, INC.

Signature: Robert J. Steele

Printed Name: ROBERT J. STEELE

Title: AREA GENERAL MANAGER

Date: 9/15/2022

Attachment 4 – Lighting Line by line (Deer Park Schools LED Lighting Rev H 5-10-2022)

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 3. Temporary power during tie-in.
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Total Project Benefits

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate-Non Recurring Savings	Total Guaranteed Project Benefits
Implem.				\$0
1	\$315,475	\$75,722	\$91,421	\$482,617
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9	\$369,629	\$75,722		\$445,351
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11	\$384,562	\$75,722		\$460,284
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Totals	\$6,755,044	\$1,362,996	\$91,421	\$8,209,460

*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 IV 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.

- e. On Page 43 of the Agreement, under **III: Measured Project Benefits**, remove table 2.3 in its entirety and replace with the following:

ECM	Energy Conservation Measures	Electric Savings			Thermal Savings		Total (\$)
		kW	kWh	\$/Year	MMBtu	\$/Year	\$/Year
ECM 1	Lighting - Interior Retrofit	186	520,369	\$98,399	(1,096)	-\$9,112	\$89,287
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ECM 4	Energy Efficient Motor Replacement	25	14,234	\$2,366	-	\$0	\$2,366
ECM 5	Heating System - Boiler Replacement	-	-	\$0	2,863	\$23,775	\$23,775
ECM 6	Boiler Plant Optimization	-	-	\$0	991	\$7,371	\$7,371
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ECM 9	Refrigerator Compressor Controllers	-	3,032	\$457	-	\$0	\$457
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TOTAL SAVINGS		211	1,215,460	\$205,080	15,408	\$110,395	\$315,475

- f. On Page 44 of the Agreement, under **IV. Operational & Maintenance (O&M) & Rebate Project Benefits**, remove section Operational and Maintenance Cost Avoidance in its entirety and replace with the following:

Operational and Maintenance Cost Avoidance:

M&V Option: NEMVP-A

For measures where the baseline (or boundary) is well understood, and measure operating hours are not expected to change, only the “change in equipment performance” is needed in order to calculate the savings (or cost avoidance).

Lighting Operational Cost Avoidance is calculated by comparing the existing lamp and ballast average failure rate and replacement cost with the proposed project replacement lamp and ballast average failure rate and replacement cost. Measure operating hours are not expected to change. The average annual savings for all schools is determined to be \$16,972.

Boiler Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing boilers versus the newly installed boilers. The reduction in repairs of the new boilers is deemed to be the cost avoidance. The average annual savings for all schools is determined to be \$9,000.

Cogen Maintenance Cost Avoidance is calculated by comparing the cost of maintaining the existing cogens versus not having any cogens to maintain. The cogens will decommissioned and removed from site. The average annual savings for all the cogen units are \$49,750.

Total Operational Cost Avoidance: \$75,722

The O & M savings are based on the scope of work as well as discussions with the customer. Customer agrees that the O&M Project Benefits are reasonable and supportable, 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.

- g. On Page 52 of the Agreement, under 1. Total Project Costs, replace "\$7,517,778" with "\$7,113,839".
- h. On Page 52 of the Agreement, paragraph 3, replace "\$2,255,333" with "\$2,134,152".
- i. On Page 52 of the Agreement, under 2. Payments for Architectural/Engineering Services, replace "\$357,989" with "\$338,754".

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.

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

DEER PARK SCHOOL DISTRICT

Signature: Donna Marie Elliott

Printed Name: Donna Marie Elliott

Title: President, BOE

Date: 9/20/22

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 4 – Lighting Line by line (Deer Park Schools LED Lighting Rev H 5-10-2022)