CONTRACT AMENDMENT

This Amendment (the "Amendment") is made this 21st day of February 2022 by and between:

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

and

BAYPORT-BLUE POINT SCHOOL DISTRICT ("CUSTOMER" or the "District")
189 ACADEMY STREET
BAYPORT, NY 11705

RECITALS

WHEREAS, JCI and Customer are parties to a Performance Contract, dated May 22, 2019 (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, under "Agreement Documents" of the Agreement, replace "Attachment 4 – Lighting line-by-line" with the following:

Attachment 4 – Lighting Line-by-line (Bayport-Blue Point Rev I 2-21-2022)

b. On Page 25 of the Agreement, under Scope of work, remove the table in its entirety and replace with the following:

ECM #	Measure	Bayport-Blue Point High School	James Wilson Young Middle School	Academy Street Elementary School	Blue Point Elementary School	Sylvan Avenue Elementary School	Maintenance
ECM 1	Lighting - Interior Lighting	x	x	x	x	x	x
ECM 2	Lighting - Exterior Lighting	x	x	x	x	x	x
ECM 3.1	Energy Management System - Temperature Setback	x	x	x	x	x	
ECM 3.2	Energy Management System - Demand Controlled Ventilation	x	x				
ECM 3.3	Energy Management System - Optimal Start	x	x	x	x	x	
ECM 4	Heating Distribution System - Pipe and Valve Insulation	x	x	x	x	x	
ECM 5	Boiler - Replacements			x			
ECM 6	Window / Door - Replacements		x		x		
ECM 7	Motors - Replacements	x	x		x	x	
ECM 8	Renewable Energy-Photovoltaic Electric Generation	x	x	x		x	
ECM 9	Plug Load Controllers	x	x	x	x	x	
ECM 10	Unit Ventilators - Refurbishment		x				
ECM 11	Air Conditioning Compressor Controllers	x	x	x	x		
ECM 12	Refrigeration Compressor Controllers	x				x	

c. On Page 31 of the Agreement, under ECM 3: Energy Management System, after the scope of Micro-Tech / Stand Alone Unite Ventilators Tied into EMS and before Demand Control Ventilation, add the following scope:

Damper Refurbishment and Electronic Actuators

On the units listed below, Johnson Controls will perform damper refurbishment and install new electronic actuators.

Building	Location	Area Served	Fuel / Energy	Equipment
Bayport - Blue Point High School	Mechanical Room	Gymnasium	Electric/HW	HV
Bayport - Blue Point High School	Mechanical Room	Gymnasium	Electric/HW	HV
James Wilson Young Middle School	Fan Room	Boy's Gymnasium	Electric/HW	AHU-1
James Wilson Young Middle School	Fan Room	Girl's Gymnasium	Electric/HW	AHU-2

d. On Page 31 of the Agreement, under ECM 3: Energy Management System, under Demand Control Ventilation, remove the scope in its entirety and replace with the following:

Demand Control Ventilation

On the units listed below, demand control ventilation strategies will be employed.

Building	Location	Area Served	Fuel / Energy	Equipment
Bayport - Blue Point High School	Roof	Auditorium	Electric/Gas	RTU – 3
Bayport - Blue Point High School	Roof	Auditorium	Electric/Gas	RTU – 4
Bayport - Blue Point High School	Roof	Gymnasium	Electric/Gas	HV-1
Bayport - Blue Point High School	Roof	Gymnasium	Electric/Gas	HV-2
James Wilson Young Middle School	Roof	Aux. Gymnasium	Electric/Gas	AHU

For the systems in this section, new auto-calibrating CO_2 sensors will be installed to measure the concentration of CO_2 and vary the amount of outside air that is drawn into the space by modulating the outdoor and exhaust air dampers. New damper controls will be installed to interface with the existing control system. The sensors will be able to provide the building owner with a trend to show concentrations over time.

e. On Page 32 of the Agreement, under ECM 3: Energy Management System, under Optimal Start, remove the scope in its entirety and replace with the following:

Optimal Start

Johnson Controls will install programming for main school boilers as shown in ECM Matrix to achieve optimal start / warm-up cycle.

This strategy utilizes an Energy Management System (EMS) to determine the length of time required to bring each zone from its current temperature to the occupied set-point temperature. The system waits as long as possible before starting, so the temperature in each zone can reach the occupied set point just in time for occupancy.

This optimal starting time is determined using the difference between the actual zone temperature and occupied set point. It compares this difference with the historical performance of the zone warming up or cooling down.

The optimal-start strategy reduces the number of system operating hours and saves energy by avoiding the need to maintain the indoor temperature at the occupied set point even though the building is unoccupied.

A related strategy is called "optimal stop." As mentioned previously, at the end of an occupied period, the HVAC system is shut off and the temperature allowed to drift away from the occupied set point. However, the building occupants may not mind if the indoor temperature drifts just a few degrees before they leave for the day.

Optimal stop uses an EMS to determine how early heating and cooling can be shut off for each zone so that the indoor temperature drifts only a few degrees from the occupied set point. In this case, only cooling and heating are shut off. The supply fan continues to operate, and the outdoor-air damper remains open to continue ventilating the building.

The optimal-stop strategy also reduces the number of system operating hours, saving energy by allowing indoor temperatures to drift sooner.

The quantity of HVAC equipment to be utilizing Optimal Start at location is identified in the table below:

Building	Boilers	Pumps	Exhaust Fans	AHU	Unit Ventilators
Academy Street Elementary School	2	8	31	8	0
Bayport - Blue Point High School	5	28	23	16	14
Blue Point Elementary School	2	12	0	1	13
James Wilson Young Middle School	2	7	29	6	38
Sylvan Avenue Elementary School	2	8	17	4	35

f. On Page 37 of the Agreement, under ECM 5: Boilers – Replacement, remove the scope in its entirety and replace with the following:

Furnish and Install two (2), Weil McLane Cast Iron Hot Water Heating Boilers according to the following specifications.

Scope of Work

- Isolate disconnect and remove completely from job site and dispose of properly One (1) Mills cast iron boiler, Model 4500A-13 and One (1) existing burner PF C4-GO-25-ATI, One (1) Rock Mills steel tube boiler, 100 HP and one (1) existing burner Cyclonetic JB2C-30, one (1) existing boiler feed tank and two (2) existing steam to water heat exchangers.
- Reconfigure existing primary/secondary heating loop piping in boiler room as required.
- Install two new replacement burners and boilers fully packaged.
- Connect new equipment to existing heating system piping/pumps/chimneys/fuel/electric supply's as required.
- Fill system with water purge out, check for leaks fire burners on fuels available.
- Set combustion, test, record results.
- Check complete operation of new system and piping.

New Replacement Equipment:

- Two (2) new Weil McLane Cast Iron hot water heating boilers Model 88-13 Series,
- Two (2) new Power Flame duel fuel full modulation burners, Model CR3-GO-25,
- Two (2) new concrete equipment pads or steel channel to level and lift new boilers off floor of new equipment as required by new equipment manufacturers.
- All new black steel piping/fittings greater than 2-1/2" to be welded as method of assembly.
- All welding will be performed by certified welders all screw and brazing by Master Plumbers.

Regulatory Requirements

- Boiler(s) and controls to comply with applicable regulations in effect at the time of contract signing.
- Provide U.L. labeled burner(s).

Submittals

- Submit shop drawings and product data.
- Submittal packet to include boiler (and burner) manufacturer descriptive literature, installation instructions, operating instructions, and maintenance instructions.

Boiler foundation(s):

- Construct needed support and level concrete foundation(s) where boiler room floor is uneven or will not support the weight of the boiler(s).

Boiler trim:

New electrical components to bear the U.L. label.

Water boiler(s) controls furnished:

- Combination low temperature limit (operating) and manual reset high temperature limit control.
- Low temperature limit set according to system design. High temperature limit set at least 20°F higher than the low limit (240°F is the maximum allowable water temperature).
- Combination pressure-temperature gauge with dial clearly marked and easy to read.
- ASME certified pressure relief valve set to relieve at 30 PSIG. Relief valves with side outlet discharge type; pipe outlet to floor drain or near floor, avoiding any area where freezing could occur.

Low water cut-off for water boiler(s):

- Boiler(s) to be furnished with U.L. labeled low water cut-off with ASME working pressure rating equal to the ASME rating of the relief valve.
- No quick-connect fittings on boiler(s).
- Install cut-off according to manufacturer's instructions.
- Locate so burner shuts down if boiler water level falls below allowable safe waterline.

Start-up and Service

- Obtain the services of a factory-authorized agent to provide burner light off and adjustment. The start-up agent shall provide a burner light-off report as written proof that the burner was adjusted to optimum performance.
- The authorized agent shall provide a one-year service warranty after start-up.

g. On Page 39 of the Agreement, under ECM 6: Windows & Doors Replacement, remove the scope in its entirety and replace with the following:

Johnson Controls shall furnish and install following scope as part of this measure:

Johnson Controls will furnish and install new exterior double pane energy efficient windows and new exterior energy efficient Fiber Reinforced plastic FRP style doors listed below as per the NYS Energy Code in effect at the time of contract signing.

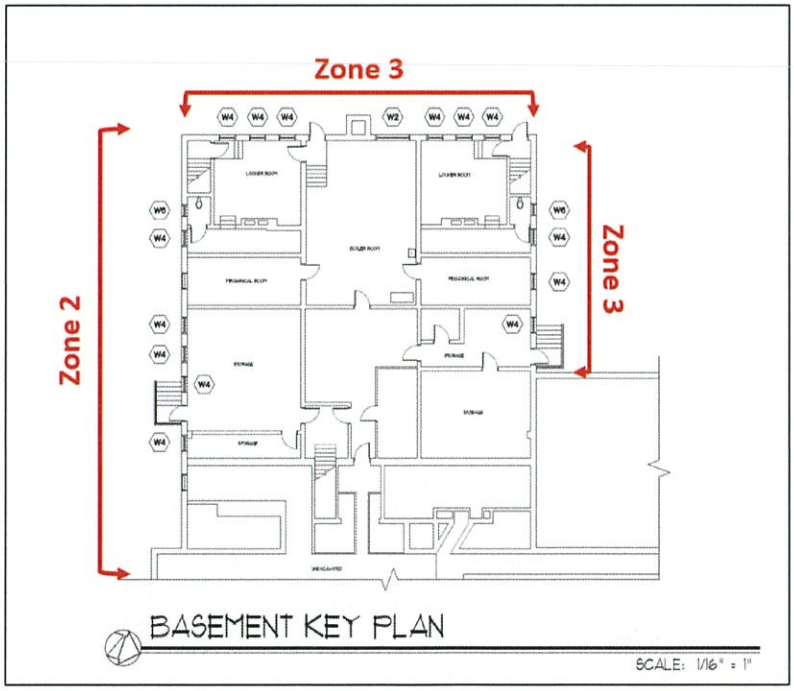
James Wilson Young Middle School

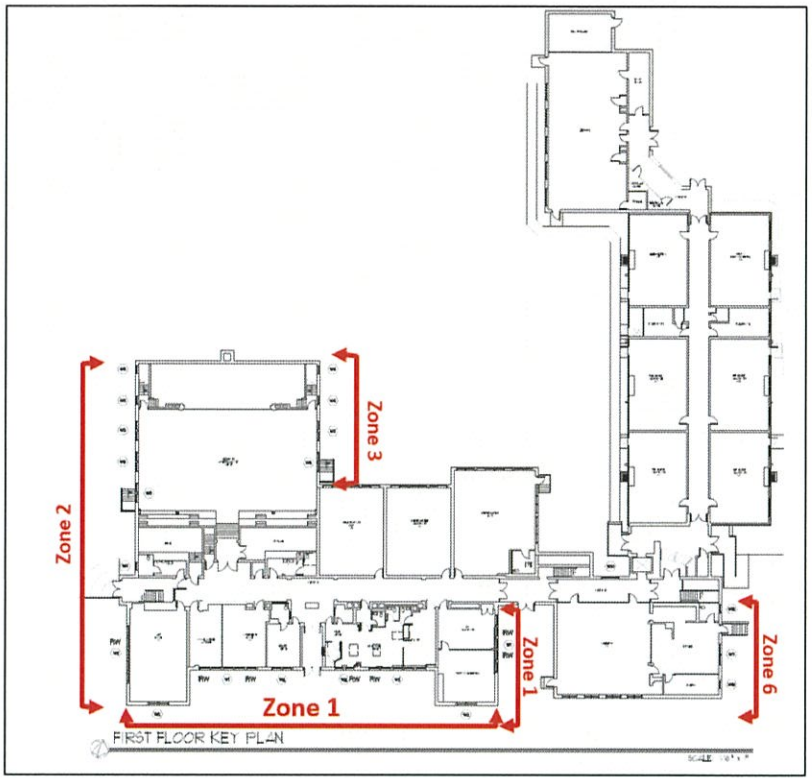
- Replace Cafeteria Exit Doors

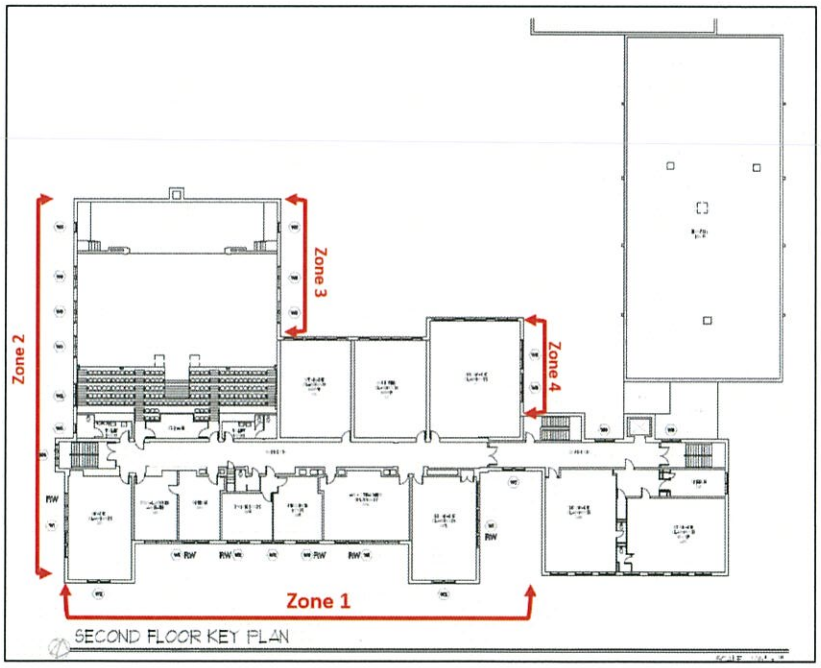
Blue Point Elementary School

- Replace West 1954/63 Windows
- Replace Gym Windows
- Replace Corridor Windows

The areas for the window replacements are shown in the picture below.




Zone 3
Zone 2
Zone 1
Zone 1
Zone 6
FIRST FLOOR KEY PLAN


Zone 3
Zone 2
Zone 4
Zone 1
SECOND FLOOR KEY PLAN

The zones from the three floor plans above are summarized in the table below:

Bayport Bluepoint ES	Window Replacement (Sq. ft.)
Zone 1	2019
Zone 2	781
Zone 3	598
Zone 4	178
Zone 6	68
Total	***3,644***

The windows shall be Traco single hung windows. The doors shall be Vale FRP doors with Stanley/Best hardware including closers, hinges, panic bars, cylinders and saddles.

h. On Page 40 of the Agreement, under ECM 8: Renewable Energy – Photovoltaic Electric Generation, remove the scope in its entirety and replace with the following:

Johnson Controls will furnish, install and commission a total of 1683.24 KW roof-mounted, carport and canopy 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:

Locations	Carport / Canopy System (kW-DC)	Roof Mount (kW-DC)	Total (kW-DC)
Bayport - Blue Point High School	730.40	0.00	**730.40**
James Wilson Young Middle School	0.00	388.86	**388.86**
Academy Street School	0.00	222.03	**222.03**
Sylvan Ave Elementary School	78.02	263.94	**341.96**
Totals	**808.42**	**874.82**	**1,683.24**

Turnkey installation includes the following specifications for new Roof Ballasted Systems:

- UL Certificate
- New wiring to meet the requirements of the 2017 National Electric Code, as amended.
- Solar Module to be 72 cell 400 watt Hyundai, LG, JA Solar or equal and as approved by Customer's Architect/Engineer.
- Inverters to be Solectria, SMA or equal 1000 volt family.
- Balance of system to meet 2017 NEC Code, as amended.
- All required Interconnection to building system located as per 2017 NEC Code lineside tap as determined by the utility(ies) having jurisdiction. The Customer shall not be responsible for any interconnection costs. All connection costs shall be the sole responsibility of JCI.
- Unirac RM, Ecofoot or equal self-ballasted racking system.
- Web based dashboard for PV production for students and staff to use and access
- Furnish and install required ballast block.
- One time training to the District.
- 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.

- Protective slip sheet as 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 LG, Hyundai, JA Solar or equal
- Solar Inverters to be Solectria, SMA or 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.
- New switchgear required will be completely fenced in with access gate
- New underground conduit to be PVC
- All work to conform to PSEG and/or any other utility, regulatory or governmental agencies requirements. JCI is responsible for all costs necessary to conform with these requirements.
- Canopy Racking system, including all hardware and module mounting hardware to be RBI Solar or Equal
- 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 all 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 all necessary soil testing and properly dispose of all soil at its cost and expense in accordance with all applicable laws, rules, regulations and codes in effect at the time of contract signing.
- 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.
- RBI Solar model CPT galvanized steel canopy systems have undergone testing with Intertek towards ETL Classification for bonding and grounding to UL Standard 2703. This testing includes electrical bonding tests for PV module-to-racking connections, racking component- to-racking component connections, and canopy structure-to-grounding lug connections.
- 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.
- Two (2) Electric Vehicle (EV) Charging Stations
- 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 or walkways 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 all 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, BBS, 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 1683.24 kW DC of total system size, subject to all necessary review and approval as determined by the Customer. JCI shall be fully responsible for coordinating its work with ongoing capital work at the Customer's facilities, including roof, parking lot and walkways installations.

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 would 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 the term of the contract. The weather station includes pyranometer at maximum of three (3) locations.

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.

i. **On Page 50 of the Agreement, under EXHIBIT 1: Total Project Benefits, remove the section in its entirety and replace with the following:**

Subject to the terms and conditions of this Agreement, JCI guarantees that Customer will achieve a total of $11,132,325 in Measured Project Benefit (Utility Cost Avoidance Measurable Savings), $1,031,024 in Operations Cost Avoidance Savings and $251,000 in Guaranteed Energy Rebates (onetime, non-recurring) during the term of this Agreement, for Total Guaranteed Project Benefits of $12,414,350 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
1	$519,903	$48,151	$251,000	$819,054
2	$530,301	$49,114		$579,415
3	$540,907	$50,096		$591,003
4	$551,725	$51,098		$602,823
5	$562,760	$52,120		$614,880
6	$574,015	$53,163		$627,178
7	$585,495	$54,226		$639,721
8	$597,205	$55,310		$652,515
9	$609,149	$56,417		$665,566
10	$621,332	$57,545		$678,877
11	$633,759	$58,696		$692,455
12	$646,434	$59,870		$706,304
13	$659,363	$61,067		$720,430
14	$672,550	$62,288		$734,838
15	$686,001	$63,534		$749,535
16	$699,721	$64,805		$764,526
17	$713,715	$66,101		$779,816
18	$727,990	$67,423		$795,413
	$11,132,325	**$1,031,024**	**$251,000**	**$12,414,350**

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated 2% increase in unit energy costs as set forth in the table in Exhibit 6.
**Operational and maintenance cost avoidance figures in the table above are based on anticipated 2% increase of material cost.
*** See Exhibit 4 for rebate source.

j. On Page 53 of the Agreement, under "2.1 Summary of M&V Methodologies for the Project" paragraph 1, replace "Table 2.2.1" with "Table 2.1.1".

k. On Page 53 of the Agreement, under "2.1 Summary of M&V Methodologies for the Project" paragraph 2, replace "Table 2.2.2" with "Table 2.1.2".

l. On Page 54 of the Agreement, remove the Table 2.1.1 and replace with the following:

ECM	Energy Conservation Measures	Electric Savings			M&V	Thermal Savings		M&V	Total Savings
		kW	kWh/yr	$/Year	Option	MMBTU/yr	$/year	Option	$/year
ECM 1	Lighting - Interior Lighting	222	724,044	$143,981	A	(784)	($6,607)	C	$137,374
ECM 2	Lighting - Exterior Lighting	0	55,540	$8,179	A	0	$0		$8,179
ECM 3.1	Energy Management System - Temperature Setback	0	0	$0		1,937	$16,079	C	$16,079
ECM 3.2	Energy Management System - Demand Controlled Ventilation	0	5,480	$801	A	298	$2,469	C	$3,270
ECM 3.3	Energy Management System - Optimal Start	0	0	$0		1,446	$12,084	C	$12,084
ECM 4	Heating Distribution System - Pipe and Valve Insulation	0	0	$0		1,186	$10,000	C	$10,000
ECM 5	Boiler - Replacements	0	0	$0		462	$4,070	C	$4,070
ECM 6	Window / Door - Replacements	0	1,698	$238	A	415	$3,464	C	$3,702
ECM 7	Motors - Replacements	3	7,860	$1,584	A	0	$0		$1,584
ECM 8	Renewable Energy- Photovoltaic Electric Generation	0	2,182,325	$316,326	B	0	$0		$316,326
ECM 9	Plug Load Controllers	0	12,646	$1,807	B	0	$0		$1,807
ECM 10	Unit Ventilators - Refurbishment / Replacement	0	0	$0		177	$1,406	C	$1,406
ECM 11	Air Conditioning Compressor Controllers	0	24,120	$3,510	A	0	$0		$3,510
ECM 12	Refrigeration Compressor Controllers	0	3,624	$510	A	0	$0		$510
Total Savings		**225**	**3,017,337**	**$476,938**		**5,137**	**42,965**		**$519,903**

m. On Page 54 of the Agreement, remove the Table 2.1.2 and replace with the following:

ECM	Energy Conservation Measures	Electric Savings			Thermal Savings		Total Savings	M&V
		kW	kWh/yr	$/Year	MMBTU/yr	$/year	$/year	Option
ECM 1	Lighting - Interior Lighting	222	724,044	$143,981	(784)	($6,607)	$137,374	A
ECM 2	Lighting - Exterior Lighting	0	55,540	$8,179	0	$0	$8,179	A
ECM 3.1	Energy Management System - Temperature Setback	0	0	$0	1,937	$16,079	$16,079	B
ECM 3.2	Energy Management System - Demand Controlled Ventilation	0	5,480	$801	298	$2,469	$3,270	B
ECM 3.3	Energy Management System - Optimal Start	0	0	$0	1,446	$12,084	$12,084	B
ECM 4	Heating Distribution System - Pipe and Valve Insulation	0	0	$0	1,186	$10,000	$10,000	A
ECM 5	Boiler - Replacements	0	0	$0	462	$4,070	$4,070	A
ECM 6	Window / Door - Replacements	0	1,698	$238	415	$3,464	$3,702	A
ECM 7	Motors - Replacements	3	7,860	$1,584	0	$0	$1,584	A
ECM 8	Renewable Energy- Photovoltaic Electric Generation	0	2,182,325	$316,326	0	$0	$316,326	B
ECM 9	Plug Load Controllers	0	12,646	$1,807	0	$0	$1,807	B
ECM 10	Unit Ventilators - Refurbishment / Replacement	0	0	$0	177	$1,406	$1,406	A
ECM 11	Air Conditioning Compressor Controllers	0	24,120	$3,510	0	$0	$3,510	A
ECM 12	Refrigeration Compressor Controllers	0	3,624	$510	0	$0	$510	A
Total Savings		**225**	**3,017,337**	**$476,938**	**5,137**	**42,965**	**$519,903**	

n. On Page 55 of the Agreement, under "NEMVP Option C", add the following paragraph:

Option C encompasses whole-facility or main-meter verification procedures that provide retrofit performance verification for those projects where whole-facility baseline and post-installation data is available to measure savings. Option C usually involves a continuous measurement of whole- facility energy use before the retrofit (baseline), and a continuous measurement of the whole- facility energy use after the retrofit (post-installation). Periodic inspections of the equipment may also be warranted.

o. **On Page 80 of the Agreement, remove the Table 2.3 and replace with the following:**

ECM	Energy Conservation Measures	Electric Savings			Thermal Savings		Total Savings
		kW	kWh/yr	$/Year	MMBTU/yr	$/year	$/year
ECM 1	Lighting - Interior Lighting	222	724,044	$143,981	(784)	($6,607)	$137,374
ECM 2	Lighting - Exterior Lighting	0	55,540	$8,179	0	$0	$8,179
ECM 3.1	Energy Management System - Temperature Setback	0	0	$0	1,937	$16,079	$16,079
ECM 3.2	Energy Management System - Demand Controlled Ventilation	0	5,480	$801	298	$2,469	$3,270
ECM 3.3	Energy Management System - Optimal Start	0	0	$0	1,446	$12,084	$12,084
ECM 4	Heating Distribution System - Pipe and Valve Insulation	0	0	$0	1,186	$10,000	$10,000
ECM 5	Boiler - Replacements	0	0	$0	462	$4,070	$4,070
ECM 6	Window / Door - Replacements	0	1,698	$238	415	$3,464	$3,702
ECM 7	Motors - Replacements	3	7,860	$1,584	0	$0	$1,584
ECM 8	Renewable Energy- Photovoltaic Electric Generation	0	2,182,325	$316,326	0	$0	$316,326
ECM 9	Plug Load Controllers	0	12,646	$1,807	0	$0	$1,807
ECM 10	Unit Ventilators - Refurbishment / Replacement	0	0	$0	177	$1,406	$1,406
ECM 11	Air Conditioning Compressor Controllers	0	24,120	$3,510	0	$0	$3,510
ECM 12	Refrigeration Compressor Controllers	0	3,624	$510	0	$0	$510
Total Savings		**225**	**3,017,337**	**$476,938**	**5,137**	**42,965**	**$519,903**

p. **On Page 81 of the Agreement, remove the Table 2.3.2 and replace with the following:**

ECM #	Measure	Cost	Savings	Payback
ECM 1	Lighting - Interior Lighting	$1,432,571	$137,374	10.4
ECM 2	Lighting - Exterior Lighting	$66,719	$8,179	8.2
ECM 3.1	Energy Management System - Temperature Setback	$257,933	$16,079	16.0
ECM 3.2	Energy Management System - Demand Controlled Ventilation	$81,657	$3,270	25.0
ECM 3.3	Energy Management System - Optimal Start	$29,163	$12,084	2.4
ECM 4	Heating Distribution System - Pipe and Valve Insulation	$58,067	$10,000	5.8
ECM 5	Boiler - Replacements	$454,947	$4,070	111.8
ECM 6	Windows & Doors - Replacements	$854,923	$3,702	230.9
ECM 7	Motors - Replacements	$25,340	$1,584	16.0
ECM 8	Renewable Energy- Photovoltaic Electric Generation	$5,614,794	$316,326	17.8
ECM 9	Plug Load Controllers	$17,109	$1,807	9.5
ECM 10	Unit Ventilators - Refurbishment	$48,268	$1,406	34.3
ECM 11	Air Conditioning Compressor Controllers	$38,664	$3,510	11.0
ECM 12	Refrigeration Compressor Controllers	$5,185	$510	10.2
	O&M Savings		$48,151	
	Arch./Engineering Fees	$448,740		
	Project Mgmt., SED Submission, Energy Engineering & GC	$986,649		
	Totals	**$10,420,729**	**$568,053**	
	Rebates	$251,000		
	Simple Payback (Years)	**17.9**		

q. On Page 82 of the Agreement, under EXHIBIT 4: Operational & Maintenance (O&M) and Rebate Project Benefits, remove Operational Cost Avoidance section in its entirety and replace with following:

M&V Option: NEMVP-A
For measures where the baseline (or boundary) is well understood, and measure operating hours are not currently expected to change, only the "change in equipment performance" is needed in order to calculate the savings (or cost avoidance). Therefore, the Operation and Maintenance savings accruing to the benefit of the School District is as follows:

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. Lighting operating hours are not expected to change. The total average annual savings is $25,068.

Unit ventilators which were constantly being maintained by the staff will be refurbished to operate like new and will not require the degree of maintenance as in the past. Savings are calculated based on an average annual excess maintenance cost per uninvent for repair of broken valves, motors, dampers fans and other components. The total average annual savings is $2,946.

Energy Management System Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing pneumatic controls system and all associated components versus the new direct digital controls. Savings are based on reducing the cost of responding to and fixing temperature complaints. The average annual savings for all schools is determined to be $1,435.

Boiler Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing boilers versus the newly installed boilers. The reduction in maintaining the new boilers is deemed to be the cost avoidance. The average annual savings for all schools is determined to be $10,665.

Windows and Doors Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing Windows and Doors versus the newly installed Windows and Doors. The reduction in maintaining the new Windows and Doors is deemed to be the cost avoidance. The average annual savings for all schools is determined to be $8,037.

Total Operational Cost Avoidance: $ 48,151

r. On Page 85 of the Agreement, paragraph 1, replace "July 1, 2016 through June 30, 2017" with "July 1, 2020 through June 30, 2021".

s. **On Page 85 of the Agreement, remove the Table 2.6.1 and replace with the following:**

Name	Demand kW	Avg kW Cost	Electric Usage kWh	Usage kWh Cost	Unblended $/kWh	Total Electric Cost	Cost per kWh (BEER)
Bayport-Blue Point High School	386	$16.11	1,522,500	$222,508	$0.15	$297,115	$0.20
JWY Middle School	192	$15.83	675,900	$99,291	$0.15	$135,782	$0.20
Academy Street Elementary	135	$16.06	533,600	$79,195	$0.15	$105,229	$0.20
Blue Point Elementary	75	$16.71	296,160	$40,905	$0.14	$55,959	$0.19
Sylvan Avenue Elementary	100	$16.12	281,600	$38,797	$0.14	$58,168	$0.21
Maintenance	11	$16.34	37,760	$5,991	$0.16	$8,140	$0.22
	899		**3,347,520**	**$486,687**		**$660,392**	

t. **On Page 87 of the Agreement, remove the Table 2.6.2 and replace with the following:**

Name	Gas Usage (Therms)	Gas Cost	Cost Per Therm
Bayport-Blue Point High School	87,591	$72,986	$0.83
JWY Middle School	55,374	$44,057	$0.80
Academy Street Elementary	28,904	$25,443	$0.88
Blue Point Elementary	37,451	$31,398	$0.84
Sylvan Avenue Elementary	32,848	$28,510	$0.87
Maintenance	-	-	-
	242,168	**$202,395**	

u. **On Page 87 of the Agreement, after the "Formula G-1" table, add the following:**

Table 2.6.3: Baseline Fuel Oil Consumption Data & Rates

Name	Oil Usage (Gallons)	Oil Cost	Cost Per Gallon
Bayport-Blue Point High School	0	$0	
JWY Middle School	0	$0	
Academy Street Elementary	0	$0	
Blue Point Elementary	0	$0	
Sylvan Avenue Elementary	0	$0	
Maintenance	5,371	$9,775	$1.82
	5,371	**$9,775**	

The above rates shown above in Table 2.6.3 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 the annual rates are lower than the above baseline rates, the 2% escalated floor rates 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

$$FOR = \Sigma TGC_{1\text{-}12} \div \Sigma TGU_{1\text{-}12}$$

Where:

FOR: Fuel Oil Rate ($/Gallon)

$\Sigma TGC_{1\text{-}12}$: Sum Total of Monthly Oil Costs ($)

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

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.

BAYPORT-BLUE POINT SCHOOL DISTRICT

Signature: _____

Printed Name: Michael Miller

Title: BOE President

Date: 5/23/2022

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: ROBERT J. STEELE

Title: AREA GENERAL MANAGER

Date: 5/19/22

Attachment 4 – Lighting Line-by-line (Bayport-Blue Point Rev I 02-21-2022)