

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 5th day of Aug., 2025 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
35 ARKAY DRIVE, SUITE 100
HAUPPAUGE, NY 11788

and

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT ("CUSTOMER" or "DISTRICT")
241 SOUTH OCEAN AVENUE
PATCHOGUE, NY 11772

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work" or the "Project") relating to the installation of the Energy Conservation Measures ("ECMs") and improvement measures (collectively, the "Improvement Measures") 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, BBS Architects + Engineers ("BBS" or "Architect/Engineer") (as defined below in paragraph 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 shall pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper installation, execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. JCI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. Up through and including Substantial Completion, JCI shall ensure that the Work is free from defects and errors including but not limited to design defects and errors (subject to paragraph 3, below) and does not substantially disrupt the Customer's educational environment. All equipment installed and/or capital improvement(s) integrated by JCI to the Customer's property, buildings, or facilities shall become the sole and exclusive property of the Customer upon JCI's receipt of payment for the specific equipment and/or specific capital improvement.
- 2. AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work

Schedule 2 – Assured Performance Guarantee

Schedule 3 – Customer Responsibilities

GGDOCS-408939187-1653Performance Contract [Rev 15 EC] 04/09

Johnson Controls, Inc. – Proprietary

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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 Line x Line (Patchogue – Medford Schools Rev B1(9-30-24))
Attachment 5 – Insurance Requirements

In the event of any direct conflict between or among any of the Agreement Documents, the order of precedence shall be as follows: Agreement terms and conditions; Schedule 1; Schedule 2; Schedule 3; Schedule 4.

- 3. ARCHITECT/ENGINEER OF RECORD; CONSTRUCTION MANAGER.** The Customer has identified BBS Architects + Engineers (BBS) as the certified Architect/Engineer of Record to provide architectural/engineering services in connection with the Work to be performed by JCI. The fees and total compensation for such Architectural/Engineering Services shall be \$1,426,341 as set forth in Schedule 4 and are the responsibility of JCI. JCI shall indemnify and hold the Customer harmless from any and all claims made against the Customer by the Architect/Engineer for fees for Architectural/Engineering Services within the scope of JCI's agreement with Architect/Engineer. Both JCI and Customer agree and acknowledge that BBS owes its/his/her professional obligations and duties, including duties of care to JCI and the Customer. The Architect/Engineer 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. In addition, when applicable law requires that services be performed by licensed professionals, JCI shall provide those services through qualified, licensed professionals. The Customer has identified Park East Construction Corp. ("PEC") as the Construction Manager. The fees and total compensation for the Construction Manager shall be \$250,000 and are the sole responsibility of the customer.
- 4. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** The term of this Agreement is eighteen (18) years or the useful life of the energy facilities and equipment being provided by JCI pursuant to this Agreement, whichever is less. This Agreement shall become effective on the date of the last signature on the signature page below. The parties' obligations hereunder are contingent upon written approval of the New York State Education Department ("SED") and the Customer's ability to secure financing, financing terms and/or other payment methods acceptable to Customer in its reasonable discretion, and compliance with the requirements of the Regulations of the Commissioner of Education, Section 155.20. Customer shall diligently pursue financing and issue a Notice to Proceed, a form of which is attached hereto as Attachment 1 and which is in form acceptable to SED. In the event that the Notice to Proceed is not issued within a period of time to allow JCI to meet the requirements of Schedule 2, Exhibit 4, JCI may equitably adjust the contract, and the parties shall execute a mutually acceptable effectuating amendment. 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 set forth in the schedule mutually agreed upon by Customer and BBS Architect/Engineer, unless extended with Customer's approval. Customer and the Architect/Engineer shall execute a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3 upon a determination by the Customer and BBS that the Work is substantially complete.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures and utilize the Work to obtain savings as set forth in this Agreement. After an on-site inspection of the Work and a demonstration by JCI that the Work is substantially complete, the Architect/Engineer shall certify the date that the Work has been substantially completed by JCI for approval by Customer. The Architect/Engineer shall also provide Customer and JCI in writing a description of all "punch-list" items that remain to be completed. Substantial Completion shall not be attained if it is determined by the Architect/Engineer in its reasonable judgement that JCI must correct any condition(s) which impairs the reliability or safety of the Work. Substantial Completion shall not be attained until all electrical upgrades or electrical modifications have been inspected and accepted by the local utility and the Customer's insurance inspector. No Improvement Measure will be considered substantially complete until it is actually capable of generating the savings it is designed to generate. The Project Benefits shall begin to be achieved at the date of Substantial Completion.

As a condition to the issuance of the Certificate of Final Completion, JCI must provide to the Customer a complete list of all manuals and training sessions provided by JCI to Customer which shall include a description of the manual or training provided, the date, and location where the manual or training was provided, the name of the

person providing the manual or training, and the name of the person receiving the manual or training. Customer shall review the list and description provided by JCI and if Customer agrees that such manuals and training were provided as set forth herein, Customer will provide acknowledgement of receipt of manuals and training by executing the Certificate of Final Completion. Prior to the issuance of the Certificate of Substantial Completion, the Customer and Architect/Engineer will provide JCI a punch list of items remaining to be completed by JCI. All punch list items shall be completed within 90 days, unless otherwise agreed to by the parties in writing.

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 M&V Services Period, subject to earlier termination of the Assured Performance Guarantee as described in Schedule 2 (Assured Performance Guarantee). The final completion date shall be the date when all Work is completed, including all punch list items, as evidenced by the execution of the Certificate of Final Completion by the Customer and Architect/Engineer.

- 5. CUSTOMER'S SEPARATE CONTRACTORS.** The term "Separate Contractor(s)" shall mean other contractors retained by Customer under separate agreements. Customer may perform construction or operations apart from the Work at the facility with Customer's own forces, and with Separate Contractors ("Separate Work"). Customer's Separate Work may not delay or interfere with the Work. Customer will compensate JCI for any damage to the Work, delays or other adverse impacts on the Work to the extent resulting from Customer's Separate Work. JCI will not have control over or charge of and will not be responsible for acts or omissions of the Customer's Separate Contractors or their agents or employees of other Separate Work performed by Customer or its Separate Contractors.

Customer shall provide for coordination of the activities of Customer's own forces and of each Separate Contractor with the Work of JCI, who shall cooperate with them. JCI shall participate with any Separate Contractors and the Customer in reviewing their construction schedules. JCI shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. To the extent additional costs result from such revisions not the fault of JCI, the contract price shall be adjusted. The construction schedules shall then constitute the schedules to be used by JCI, Separate Contractors, and Customer until subsequently revised. JCI and the Separate Contractors shall afford each other reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate their construction and operations as required by their respective Agreements with Customer or as mutually agreed upon. Customer shall include provisions in its agreements Separate Contractors to give effect to and bind the Separate Contractors to the applicable cooperation and coordination provisions and obligations herein.

If part of JCI's Work depends for proper execution or results upon construction or operations by Customer or a Separate Contractor, JCI shall, prior to proceeding with that portion of the Work, promptly notify Customer of known discrepancies or defects in the construction or operations by Customer or Separate Contractor of which JCI has actual knowledge and that would render it unsuitable for proper execution and results of JCI's Work. JCI shall not be responsible for discrepancies or defects in the construction or operations by Customer or Separate Contractor that are not known. Customer shall be responsible to JCI for costs JCI incurs because of Separate Contractor's delays, improperly timed activities, damage to the Work, or defective construction. JCI shall promptly remedy damage that JCI wrongfully causes to completed or partially completed construction or to property of the Customer or Separate Contractor. Otherwise, Customer assumes all risk of loss or damage to Customer's Separate Work.

- 6. 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 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 (unless JCI should have discovered those conditions through reasonable visual inspection of the property and/or facilities and/or through a reasonable review of specifications, drawings, and/or plans regarding the Project); a Force Majeure (as defined below) condition; a change in Law; 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, price and payment terms, and the Assured Performance Guarantee shall be made, pursuant to the mutual written agreement of the parties.

7. **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. JCI shall not perform the Work in areas where classes or student activities are in progress while such classes or student activities are in progress, except as agreed to by both parties. 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, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access, pursuant to the mutual written agreement of the parties.

8. **PERMITS, TAXES, AND FEES.**

JCI shall comply with and be responsible for obtaining, at its expense, all licenses and building permits required by Federal, State and local laws, rules, and ordinances in connection with the Work. Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. 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 expressly 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. Customer 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, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, duties, tariffs, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

9. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI shall ensure that the Work is free from defects, errors, and/or omissions, including, but not limited to, design defects, errors and/or omissions (subject to Paragraph 3 herein), and fulfills its essential function to provide the energy savings described hereunder while not substantially disrupting the Customer's educational environment. JCI will promptly re-perform any non-conforming or defective Work for no charge, as long as Customer provides written notice to JCI within the shorter of two (2) years following Substantial Completion or such other period identified in Schedule 1, provided that any warranty work shall extend the warranty as to that non-conforming or defective Work starting from the date that the warranty work is Substantially Complete, as determined by the Architect/Engineer and approved by Customer ("Warranty Period"). If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer, provided that such transfer shall not relieve JCI of its obligations hereunder. JCI shall provide Customer with such manufacturer's warranties. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers pass through to the Customer, shall be Customer's sole and exclusive remedies for warranty claims, provided that in the event JCI fails to re-perform any non-conforming work, the Customer reserves the right to bring a claim for breach of warranties, in which case the Customer shall be entitled to attorneys' fees and expert fees in the event it is determined that JCI breached the warranty. Customer agrees that the two (2) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment, provided that JCI's warranty shall cover any defects or errors related to performance of the Work, including, but not limited to, the installation of goods and equipment.

Notwithstanding any provision herein to the contrary, JCI agrees and acknowledges that it is the intention of the parties that the Work shall not interfere with or affect the validity of the existing warranty(ies) on the Customer's properties and that the Work shall be performed using existing manufacturer standards to maintain current warranty(ies). JCI agrees that the Work will not interfere with or affect the validity of such warranty(ies) and that upon completion of the Work, if requested JCI shall obtain an assurance on behalf of the District from the provider of such warranty(ies) that the such warranty(ies) remain in effect. In the event JCI is unable to obtain such assurance as a result of the work JCI agrees to assure full responsibility for the warranty(ies).

10. CLEANUP. JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials and restore the premises to its condition as of the commencement of the Work.

11. 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. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, tariffs, duties, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder. JCI shall comply with any applicable licensing requirements in the jurisdiction where the Project is located. JCI shall ensure all JCI authorized workers have OSHA 30 Training Cards and require such OSHA 30 Training Cards be submitted with prevailing wage sheets. JCI shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities including, but not limited to any prevailing wage requirements. If JCI performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, JCI shall correct such Work and shall bear the costs attributable to correction.

12. ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.

A. JCI shall be responsible for removing or disposing of any JCI Hazardous Materials, Non-JCI Hazardous Materials (where noted in Schedule 1), and for the remediation of any areas to the extent impacted by the release of JCI Hazardous Materials. For any asbestos abatement of Non-JCI Hazardous Materials indicated in Schedule 1, pre-inspections of all potentially impacted Work areas must be documented by the architectural team, which shall be comprised of the Architect of record, and the District's independent consultant. The inspections and sampling, if required, will be coordinated and performed by the Architect of record and the District's independent consultant. Customer shall supply JCI with any information in its possession relating to the presence of Non-JCI Hazardous Materials if their presence may affect JCI's performance of the Work. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no asbestos containing materials are present, and Customer shall provide such certification for buildings it owns or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work in the facility that could disturb such asbestos containing materials, the cost of which shall be included in the Price and Payment Terms contained in Schedule 4 for abatement scope indicated in Schedule 1. If Customer becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may be disturbed by JCI's work or M&V Services, it will immediately provide notice to JCI. Upon such notice, or if JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may be disturbed by JCI's Work or M&V Services, JCI shall promptly stop the Work in the affected area and immediately notify Customer. Except as to any abatement scope specified within Schedule 1 (which would be performed through JCI-subcontracted forces), as between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by JCI's disturbance of the ACM and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed. Customer shall be responsible for paying, at its sole expense, for

independent monitoring and oversight of Hazardous Materials during any removals required to be completed to carry out the Work.

- B. To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and its directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all 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 Customer's negligent use, storage, release, discharge, handling or presence of Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Article 11. This environmental indemnity shall not apply to any claims, causes of action, and/or suits to the extent they arise out of JCI's handling, removing and/or disposing of ACM or any Hazardous Materials pursuant to this Agreement.
- C. Definitions Applicable to this Article 10:
 - a. "Hazardous Materials" – Hazardous Materials are 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 Laws 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, or polychlorinated biphenyls. Hazardous Materials specifically includes without limitation mold, lead-based paint and asbestos containing materials.
 - b. "JCI Hazardous Materials" – JCI Hazardous Materials are any Hazardous Materials brought onto Customer's premises by JCI in providing the Work. JCI shall provide one (1) week's written notice to Customer prior to JCI bringing any JCI Hazardous Materials on to Customer's property.
 - c. "Non-JCI Hazardous Materials" – Non-JCI Hazardous Materials are any Hazardous Materials located on, about or under Customer's premises, other than JCI Hazardous Materials.

13. 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, may be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual written agreement of the parties. JCI may reasonably delay performance relating to the Work subject to the Change Order until adjustments arising out of the Change Order are clarified and agreed upon, if the Customer requests such Change Order. Any Change Order must be signed by an authorized representative of each party and the Architect/Engineer and acceptable to SED. 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, or of which JCI could not have become aware during a reasonable visual inspection of the conditions, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, must be equitably adjusted upon mutual written agreement of the parties. Claims for equitable adjustment may be asserted in writing within a reasonable time, but no later than thirty days, from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

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;
 - (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement;
- and

- (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or architectural/engineering opinions or reviews required or obtained in connection with this Agreement.

- 15. INSURANCE AND BONDS.** A. JCI shall maintain insurance in amounts no less than those set forth in Attachment "5" of this Agreement, which is incorporated by reference herein and made a part of this Agreement, in full force and effect at all times until the Work has been completed, and shall provide certificates naming the Customer (including its Board, officers, employees, and volunteers) and the Architect/Engineer, as an additional insured on the commercial General Liability, Automobile Liability, and umbrella policies. Said coverage shall be primary coverage for the Customer, its Board, officers, employees, and volunteers for loss due to Contractors sole negligence. Certificates evidencing such coverage shall be provided upon the parties' execution of this Agreement and prior to commencement of the Work:

SEE ATTACHMENT "5"

B. Payment and Performance Bond. JCI shall, prior to commencement of construction, secure and deliver to the Customer a Performance Bond to cover the Work to be performed under this Agreement and a Payment Bond guaranteeing prompt payment of moneys due to all persons furnishing labor or materials to JCI or any subcontractors in the prosecution of the Work provided for in this Agreement in accordance with New York State Finance Law § 137, in a sum equal to the Contract Price guaranteed by a Surety licensed in the State of New York and satisfactory to the Customer conditioned upon the faithful performance by JCI. Such bonds shall be in such form and otherwise contain such provisions which are reasonably satisfactory to the Customer.

The Performance Bonds shall specify that the Surety agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Agreement, or a forbearance on the part of either the Owner or JCI to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matter is hereby waived.

Surety further agrees that in the 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 the Customer.

Insurance coverage shall be evidenced by a CERTIFICATE OF INSURANCE in a form acceptable to the Customer.

- 16. INDEMNIFICATION.** To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such claim, damages, liabilities and expenses, loss, injury or damage arises out of or is related to this Agreement to the extent such claim, action, damage, liabilities and expense is caused by the negligence or willful misconduct of the indemnifying party. JCI shall also indemnify and hold harmless Customer, its Board of Education, employees, agents, and/or assigns against all loss, damages, liabilities, and expenses, including reasonable attorneys' fees, 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.

To the fullest extent permitted by law, JCI shall indemnify and hold harmless the Customer, its Board of Education employees, agents, officers, directors, Board members and/or assigns from and against any and all third-party claims, suits, actions, fines, charges, penalties, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and expert fees, arising out of or related to the performance of the Work and/or this Agreement to the extent such claims, suits, actions, fines, charges, penalties, costs, damages, losses, liabilities and expenses are caused by the negligence, willful or intentional misconduct of JCI's employees, contractors,

consultants, agents, officers, subcontractors and/or assigns.

Neither party's indemnification obligation hereunder shall be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Customer, JCI, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts, other employee benefit acts.

A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 15 shall be for the indemnified party to advise the indemnifying party within a reasonable time of the claim pursuant to the notice provision of this Agreement.

- 17. TERMINATION.** Subject to the other terms and conditions of the Agreement Documents, including without limitation, Schedule 2 attached hereto, Customer may terminate this Agreement for any reason, or no reason whatsoever, upon thirty (30) days' prior written notice to JCI, and except for as provided for herein, JCI shall be entitled to recover from Customer payment for work properly performed and authorized by Customer pursuant to this Agreement upon such termination.

If at any time prior to the issuance of the Notice to Proceed, JCI discovers that the Project Benefits (as such term is used in Schedule 2) cannot be attained as set forth in Schedule 2, JCI shall promptly notify Customer in writing of such determination. In such event, Customer shall have the right to terminate this Agreement upon written notice to JCI, given within ten (10) working days of Customer's receipt of notice from JCI, whereupon this Agreement shall terminate, and Customer shall have no obligation to pay any cost or expense associated with the Work. If Customer fails to timely exercise this termination right, such termination right shall be deemed to be waived.

- 18. LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNTS PAID TO JCI UNDER SCHEDULE 4 HEREIN, PROVIDED, HOWEVER, THAT THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO DAMAGES CAUSED BY JCI'S GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations and would not have entered into this Agreement without such waivers and limitations.

- 19. 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; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

- 20. JCI'S PROPERTY.** All materials furnished or 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 and/or JCI's subcontractor(s) and/or agent(s) or third parties, as applicable. 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. Notwithstanding the above, all software furnished or installed as part of the Work and which is needed to operate the systems installed as part of the Work or any part thereof shall remain in place and shall not be removed from the site except upon the mutual written agreement of the parties. Notwithstanding the above, Customer shall have access to all software furnished or installed as part of the Work and which is needed to operate the systems installed as part of the Work. All data generated as a result of the M & V services shall be the property of the Customer. 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.

- 21. DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith.
- 22. GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state of New York. Venue shall only be proper in either the New York State Courts located in Nassau County, New York, or the U.S. District Court for the Eastern District of New York, Central Islip Courthouse.
- 23. MODIFICATIONS.** Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing subject to SED review and approval where necessary. 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 phases of work or modifications to the original scope of Work or Services.
- 24. CONSENTS; APPROVALS; COOPERATION.** JCI shall designate in writing a representative who is authorized to act on JCI's behalf with respect to the Project. 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 JCI's consent shall be required or permitted under this Agreement, and this Agreement does not expressly state that JCI may act in its sole discretion, such consent 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. Whenever JCI's cooperation is required by Customer in order to carry out Customer's obligations hereunder, JCI agrees that it shall act in good faith and reasonably in so cooperating with Customer and/or Customer's designated representatives or assigns.

With respect to the Work, JCI shall not utilize personnel, or contract with Contractors or suppliers to whom Customer has made timely and reasonable objections. JCI shall not be permitted to contract with anyone to whom Customer has made timely objections. JCI, as soon as practicable, shall furnish in writing to Customer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Customer may reply within ten (10) business days to JCI in writing stating: (1) whether Customer has an objection to any such proposed person or entity; or (2) that Customer requires additional time for review. Failure of Customer to reply within the ten (10) business day period shall constitute notice of no objection.

With respect to the Work, if JCI changes any of the personnel, Contractors or suppliers, JCI shall notify Customer and provide the name and qualifications of the new personnel, Contractor or supplier. Customer may reply within

ten (10) business days to JCI in writing, stating: (1) whether Customer has an objection to the proposed personnel, Contractor or supplier; or (2) that Customer requires additional time to review. Failure of Customer to reply within the ten (10) business day period shall constitute notice of no objection.

If Customer has an objection to a person or entity proposed by JCI, JCI shall propose another to whom Customer has no objection.

25. 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.

26. INDEPENDENT CONTRACTOR. The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

Neither JCI nor any other person performing any duties or engaged in any work on Customer's property on behalf of JCI shall be deemed an employee or agent of the Customer.

Nothing in this Section shall be deemed to be a waiver of the Customer of the right to use its property. The 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 omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

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 school property as well as any and all Federal, State, and local laws, rules, ordinances, and Customer policies and procedures applicable to construction projects on school premises.

27. 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.

28. 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.

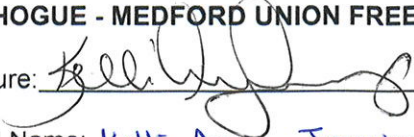
29. COMPLETE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement 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.

30. HEADINGS. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

- 31. 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.
- 32. NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Area General Manager - Sustainable Infrastructure, with a copy to Johnson Controls, Inc., ATTN: VP & General Counsel – Building Solutions North America, 5757 N. Green Bay Avenue, Milwaukee, Wisconsin, 53209, and to Customer at the address listed on the first page of this Agreement.
- 33.** Pursuant to NYS Energy Law § 9-103, 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.
- 34.** According to the Regulations of the Commissioner of Education, Section 155.20(d), this Agreement shall not be executory until approval of the Commissioner is obtained in writing. The Customer's obligations within this Agreement are contingent upon and subject to prior review and written approval of SED, pursuant to the laws and regulations of the State of New York and are also contingent upon and subject to the Customer's securing of financing, terms and conditions of financing and other means of payment acceptable to Customer in its sole discretion. In the event approval of the Agreement or said financing or other means of payment has not been secured by the Customer within a period of time to allow JCI to satisfy the requirements of Schedule 2, Exhibit 4, the provisions of Schedule 2, Exhibit 4 shall apply.
- 35.** It is understood and agreed that, except as otherwise provided in this Agreement, the Customer shall not be responsible for any costs incurred by JCI, including, but not limited to, costs associated with the audit and/or costs associated with the Architect/Engineer of record and/or costs incurred by JCI in attempting to obtain SED approval, should SED not approve this Agreement.
- 36.** Except in the case of a corporate restructuring, neither party shall assign, transfer or otherwise dispose of this Agreement or its rights, title or interests as set forth herein or its power to execute this Agreement to any other person, entity or corporation without the prior written permission of the other party. Nothing within this provision shall be construed to limit, restrict and/or preclude the subrogation rights of any insurer(s) of either the Customer or JCI.
- 37.** This Agreement is subject to prevailing wage requirements. All workers will be paid according to the prevailing wage rates set forth by the New York Department of Labor
- 38. NON-DISCRIMINATION.** JCI agrees not to discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, including the Work and M&V Services, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to the employment, because of age, sex, race, disability, color, religion, national origin, military service, sexual orientation, gender, gender identity or expression, or ancestry in accordance with applicable Federal, New York State or local laws, rules, and ordinances.
- 39. WAIVER.** The failure of either party to require compliance with the provisions of this Agreement shall not affect the 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 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.

- 40. THIRD PARTY BENEFICIARIES.** Except as may be specifically provided for in this Agreement, the parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.
- 41. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, JCI agrees, as a material condition of the Agreement, 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 U.S.C. 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 U.S. Commerce Department or any other appropriate agency of the United States subsequent to the execution of this Agreement, such Agreement, amendment or modification thereto shall be rendered forfeit and void. JCI shall notify the Customer within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).
- 42. SET-OFF RIGHTS.** The Customer shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the 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 the Customer with regard to this Agreement, any other contract between Customer and JCI, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due owing to the Customer for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Customer shall exercise its set-off rights in accordance with normal school district practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
- 43. RECORDS.** JCI will maintain cost accounting records on the Work performed under actual costs for labor and material. JCI shall establish and maintain complete and accurate books, records, documents, 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. If requested by the State Comptroller, the Attorney General or the Commissioner of Education, then JCI will, subject to Section 87 of the New York Public Officer's Law, produce the Records for examination, and fully disclose all costs relating to the Work, including all costs of any subcontractors during the normal business hours at an office of JCI within the State of New York for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect the Customer's right to discovery in any pending or future litigation.
- 44. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), JCI hereby consents to service of process upon it by registered or certified mail, return receipt requested, in lieu of any service of process required under the CPLR. Service hereunder shall be complete upon JCI's actual receipt of process or upon the Customer's receipt of the return thereof by the United States Postal Service as refused or undeliverable. JCI must promptly notify the Customer, in writing, of each and every change of address to which service of process can be made. Service by the Customer to the last known address shall be sufficient. JCI shall have thirty (30) calendar days after service hereunder is complete in which to respond.

PATCHOGUE - MEDFORD UNION FREE SCHOOL DISTRICT

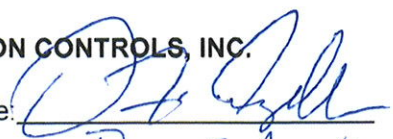
Signature: 

Printed Name: Kelli Anne Jennings

Title: President, Board of Education

Date: 8/4/2025

JOHNSON CONTROLS, INC.

Signature: 

Printed Name: Paul F. Angello

Title: Area Gen'l Mgr

Date: 7/30/25

CONSTRUCTION MANAGEMENT

All work set forth in the Agreement shall be coordinated with the Customer and approved by the Architect and the Construction Manager as set forth in the Agreement and attachments thereto.

1. JCI will prepare and maintain an overall Project Management Plan and Construction Schedule. Updates will be provided to the district on an on-going basis. JCI shall hold, at a minimum, bi-weekly construction project meetings with Customer representatives.
2. JCI will maintain a staff to administer the contract terms and conditions with project subcontractors.
3. JCI will provide coordination and supervision of the work of separate ECMs ensuring enforcement of contract provisions, compliance with energy initiatives, and timely completion of the project.
4. JCI will establish and maintain coordination procedures, e.g. project meetings, documentation process.
5. JCI will coordinate site accessibility with Customer and contractors with the goal of continuous operation of school services and activities.
6. JCI will perform inspection work necessary to assure the conformity to the plans and specifications until final completion and acceptance of the project by Customer.
7. JCI will coordinate post-completion activities including the assembly of guarantee, manuals, as-built drawings of trade and subcontractors, and Customer's final acceptance. Coordinate training of Customer's personnel by installers and vendors for the operations of the project ECMs. A maximum of eight (8) hours of training in total will be provided one time at the construction completion.
8. JCI shall subcontract with a District-approved Architectural/engineering firm BBS to prepare and submit necessary design work to the New York State Education Department for approval.
9. JCI and its subcontractors will be required to wear photo identification at all times while on District property. Work will commence upon SED approval. Hours of work are 7AM to 4PM Monday thru Friday or after school hours as directed by the District and the work will not interfere with the operations of Patchogue-Medford Union Free School District.
10. Construction phase services will be performed by JCI according to the terms and conditions of the Agreement.
11. The District will provide JCI with at least an eight (8) hour day at least 5 days per week to perform all construction activities at no cost to JCI, except when the District is closed for school or custodial holidays.

SCOPE OF WORK

SUMMARY OF WORK: The following energy conservation measures (ECM) matrix summarizes the Work to be provided by JCI under this Agreement, as further defined below:

ECM #	Proposed Measures	Patchogue-Medford High School	Oregon Middle School	Saxton Middle School	South Ocean Middle School	Barton Elementary School	Bay Elementary School
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x	x	x	x	x
ECM 3	Building Envelope - Weatherization	x	x	x	x	x	x
ECM 4.1	Energy Management System - Temperature Setback / Optimal Start	x	x	x	x	x	x
ECM 4.2	Energy Management System - Kitchen Hood Exhaust Fan Control		x				
ECM 5	Condensing Unit/RTU Replacement	x	x	x		x	
ECM 6	Pumping System - VFD on HW Pumps	x	x			x	
ECM 7	Energy Efficient Motors Replacement	x				x	
ECM 8	Heating System - Burners Replacement	x	x	x	x	x	
ECM 9	Heating System - DHW Controllers	x		x	x	x	x
ECM 10	Heating System - Steam Trap Replacement		x	x			x
ECM 11	Heating System - Pipe and Valve Insulation	x	x		x	x	
ECM 12	AC Compressor Controllers	x	x	x		x	x
ECM 13	Refrigeration Compressor Controllers	x	x	x			
ECM 14	Roof Upgrades		x	x	x	x	x
ECM 15	Renewable Energy- Photovoltaic Electric Generation		x	x	x	x	x
ECM 16	Renewable Energy- Photovoltaic Electric Generation VDER	x					
ECM 17	Plug Load Controllers	x	x	x	x	x	x

Schedule 1

ECM #	Proposed Measures	Canaan Elementary School	Eagle Elementary School	Medford Elementary School	River Avenue Elementary School	Tremont Elementary School	District Office
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x	x		x	x
ECM 3	Building Envelope - Weatherization	x	x	x	x	x	x
ECM 4.1	Energy Management System - Temperature Setback / Optimal Start	x	x	x	x	x	
ECM 4.2	Energy Management System - Kitchen Hood Exhaust Fan Control	x					
ECM 5	Condensing Unit/RTU Replacement			x	x		x
ECM 6	Pumping System - VFD on HW Pumps	x					
ECM 7	Energy Efficient Motors Replacement		x	x			
ECM 8	Heating System - Burners Replacement	x	x	x	x	x	
ECM 9	Heating System - DHW Controllers	x	x	x	x	x	
ECM 10	Heating System - Steam Trap Replacement	x		x	x	x	
ECM 11	Heating System - Pipe and Valve Insulation	x	x	x	x	x	
ECM 12	AC Compressor Controllers			x	x		
ECM 13	Refrigeration Compressor Controllers						
ECM 14	Roof Upgrades	x	x	x	x	x	
ECM 15	Renewable Energy- Photovoltaic Electric Generation	x	x	x	x	x	
ECM 16	Renewable Energy- Photovoltaic Electric Generation VDER						
ECM 17	Plug Load Controllers	x	x	x	x	x	x

GENERAL

The following scope of work is included in this Agreement and shall be provided by JCI:

ECM 1: Lighting – Interior Retrofit

JCI will furnish and install energy efficient LED lighting in specified areas in the facilities listed above in the ECM Matrix and detailed in the Attachment 4 - Line by Line by retrofitting the existing fixture with new lamps and/or ballasts or by replacing with new light fixtures. Please refer to the detailed lighting survey in Attachment 4 for the retrofit type and locations.

Demolition and Removal Work

Existing lamps, ballasts, and fixtures associated with the above-referenced scope of work will be removed and properly disposed according to applicable, laws, rules and regulations in effect at the time of SED approval of the Agreement.

New Installation Work

JCI will furnish necessary materials, labor, and necessary equipment to complete the above Interior LED Retrofits. No reconfiguration of lighting systems is included. No repair, replacement, or upgrade of existing indoor emergency and/or egress lighting system is included unless otherwise noted in the Scope of Work.

Exclusions:

- Repair or replacement of defective equipment, other than the equipment specifically described in the ECM description. JCI will identify the location of defective equipment and notify Customer in writing.
- Repair or upgrades required to rectify existing lighting or electrical system code violations unless specifically described in this scope of work. JCI will identify the location of the existing violation and notify Customer in writing.
- Repair, replacement, or calibration of damaged or defective motion sensors, time clocks, switches, breakers, and wiring unless otherwise noted in the Scope of Work.
- Repair, replacement or upgrade of existing indoor or exterior emergency and/or egress lighting system unless otherwise noted in the Scope of Work.
- Reconfiguration of existing lighting system layout, except where noted herein.

ECM 2: Lighting – Exterior Retrofit

JCI will furnish and install energy efficient LED lighting in specified areas at the facilities listed in the Line by Line either by retrofitting the existing fixture with new lamps and ballasts or by replacing with new light fixtures. Please refer to the detailed lighting survey in Attachment 4 for the retrofit type and locations.

Sports Lights: JCI will replace existing metal halide sports lights with Musco LED Sports Lights on existing poles at the High School ball fields per the lighting survey in Attachment 4. The new Musco lights will be tied into the existing control panel. The new light levels shall be 50 footcandle average; 2:1 uniformity.

Demolition and Removal Work

Existing lamps, ballasts and fixtures associated with the above-referenced scope of work will be removed and properly disposed according to applicable, laws, rules and regulations in effect at the time of approval of the Agreement.

New Installation Work

JCI will furnish necessary materials, labor and necessary equipment to complete the above exterior LED lighting scope. No reconfiguration of lighting systems is included. No repair, replacement, or upgrade of existing exterior emergency and/or egress lighting system is included unless otherwise noted in the Scope of Work.

Exclusions:

1. Repair or replacement of defective equipment, other than the equipment specifically described in the ECM description. JCI will identify the location of defective equipment and notify Customer in writing.
2. Repair or upgrades required to rectify existing lighting or electrical system code violations unless specifically described in this scope of work. JCI will identify the location of the existing violation and notify Customer in writing.
3. Repair, replacement, or calibration of damaged or defective motion sensors, time clocks, switches, breakers, and wiring unless otherwise noted in the Scope of Work.
4. Repair, replacement or upgrade of existing indoor or exterior emergency and/or egress lighting system unless otherwise noted in the Scope of Work.
5. Reconfiguration of existing lighting system layout, except where noted herein.
6. Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
7. Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair and replacement throughout the term of the guarantee.
8. Lighting Poles will be checked for contact voltage. If any hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company be notified immediately to correct the fault before any work will be performed.
9. Repair or replacement of defective equipment, other than the equipment specifically described above. Johnson Controls will identify the location of defective equipment and notify the owner.

ECM 3: Building Envelope - Weatherization

Johnson Controls will furnish and install the following scope of work to reduce structural leakage per specifications, where appropriate as outlined below:

Patchogue-Medford High School

582'	Buck Frame Air Sealing
48	Door – Install Jamb Spacer
58	Door Weather Stripping – Doubles
42	Door Weather Stripping – Singles
1	Overhead Door Weather Stripping
1,182'	Roof-Wall Intersection Air Sealing

Oregon Middle School

1,101'	Buck Frame Air Sealing
20'	Caulking
1,177'	Roof-Wall Intersection Air Sealing

Saxton Middle School

1	Door – Install Jamb Spacer
13	Door Weather Stripping – Doubles
13	Door Weather Stripping – Singles
21'	Overhang Air Sealing
24 SF	Overhang Air Sealing
1	Roll-Up Door Weather Stripping

2,033' Roof-Wall Intersection Air Sealing

South Ocean Middle School

245' Buck Frame Air Sealing
 2 Door Weather Stripping – Doubles
 44 SF Overhang Air Sealing
 1 Roll-Up Door Weather Stripping
 371' Roof-Wall Intersection Air Sealing

Barton Elementary School

24 SF Overhang Air Sealing
 564' Roof-Wall Intersection Air Sealing

Bay Elementary School

56' Buck Frame Air Sealing
 2 Door Weather Stripping – Doubles
 491' Roof-Wall Intersection Air Sealing

Canaan Elementary School

1 Door Weather Stripping – Doubles
 1 Overhead Door Weather Stripping
 958' Roof-Wall Intersection Air Sealing

Eagle Elementary School

40' Caulking
 2 Door Weather Stripping – Doubles
 219' Roof-Wall Intersection Air Sealing

Medford Elementary School

13 Door Weather Stripping – Doubles
 2 Door Weather Stripping – Singles

Tremont Elementary School

1 Door Weather Stripping – Singles
 819' Roof-Wall Intersection Air Sealing

Administration Building

132' Basement Air Sealing
 2 Door Weather Stripping – Doubles
 1 Door Weather Stripping – Singles
 56' Wall Air Sealing

Exclusions:

1. Repair or replacement of existing exterior doors and windows is excluded in this scope of work other than as described in the scope of work and unless said repair or replacement is required due to the acts or omissions of JCI. If any doors are found to be inoperable, or windows are found to be broken, JCI will report the deficiency to the Customer in writing for repair or replacement prior to JCI retrofitting the seals.
2. Repair or replacement of existing brick or other masonry materials/systems is excluded in this scope of work, unless said repair or replacement is required due to the acts or omissions of JCI.
3. The scope of work does not include the repair or installation of any structural systems.

ECM 4.1: Energy Management System - Temperature Setback / Optimal Start

JCI shall furnish and install the following as part of the Energy Management System (EMS) or Building Management System (BMS):

Supervisory Controllers

Johnson Controls will provide supervisory controllers at each school of the District and upgrade District-wide FX server.

- Provide new web-enabled (JCI FX-90) 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 and additional sequences as required by owner or engineer.
- Provide all alarming and trending as specified by Architect/Engineer.
- Network supervisory controllers shall be integrated into a single, cohesive, district-wide temperature control network running on remote server at owner-specified location.
- Owner IT department to provide addresses and permissions for integration to site LAN.

Exclusions

- Resolution of existing design, service, and or distribution conditions known or unknown.
- 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.
- Test and balance of existing air and water HVAC systems unless otherwise noted in a specification ECM Scope of Work.
- Repair or replacement of defective mechanical, controls, and electrical equipment and electrical distribution system, including the kitchen hoods, 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).
- Repairs/replacement of electrical found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network, Connection to the Owners Wide-Area Network to be coordinated with Client's IT Services.
- The Owner will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment.
- Phone line use or new fiber installation, if required.
- Non-Johnson Controls software upgrades (such as Microsoft, Norton Antivirus, etc.) for the Customer's front-end unless otherwise noted in the Scope of Work.
- Ongoing annual fees associated with licenses and access fees.

Boiler Room Automatic Temperature Control

- Design, fabricate, install, wire and program new central control panels for each boiler room identified in the table below.
- Incorporate new control panels into the new site-wide building automation network to tie-in existing equipment and new equipment proposed under this project..
- Boiler Room work to include warm-up/cool-down, trending, and alarms.
- Includes control of pumps, mixing valves, steam zone valves, pneumatic zones and start/stop/status/alarm points for each boiler.
- Install new combustion air damper actuators on existing dampers in all boiler rooms that shall interlock with existing boiler and existing domestic hot water heater operation.
- The new control panel will include control of the following equipment:
 - Heating/Cooling Pumps: Start-Stop/Status/Alarm

- Boilers: Start-Stop/Status/ Alarm
- Heat Exchangers: Temperature control with unoccupied set back, OA Reset
- Hot Water Mixing Valves: Temperature control with unoccupied set back, OA Reset
- Occupancy: Day/Night control for new and existing occupancy zones
- Zone Valves: Open/close based on occupancy and demand.

Building	No. of Boiler Rooms
Patchogue-Medford High School	2
Oregon Middle School	1
Saxton Middle School	1
Barton Elementary School	1
Bay Avenue Elementary School	1
Canaan Elementary School	1
Eagle Elementary School	1
Medford Elementary School	1
River Ave Elementary School	1
Tremont Elementary School	1

Boiler Room Valve Replacement

Steam Zone Valves:

- Provide, install, and wire new full-line-size Bray/JCI steam-rated butterfly-type control valves with electronic actuators (two-position / open/close)
- Replace existing steam zone valves
- Wire new valves to new control panels
- Program control panel and valves to control steam flow based on:
 - BMS occupancy schedules
 - Outdoor air temperature
 - Unoccupied set points
- Trend BMS output of each valve for system performance analysis

Three-way Hydronic Mixing Valves:

- Provide, install, and wire new full-line-size three-way mixing valves with electronic actuators (modulating control)
- Replace existing pneumatic mixing valves
- Wire new valves to new control panels
- Program control panel and valves to provide hot water reset control based on:
 - BMS occupancy schedules
 - Outdoor air temperature
 - Unoccupied set points
- Trend BMS output of each valve and hot water temperature for system performance analysis

Hydronic Differential Pressure Control Valves:

- Provide, install, and wire new straight-through normally closed valves with electronic actuators (modulating control)

- Replace existing pneumatic differential pressure control valves
- Wire new valves to new control panels
- Program control panel and valves to control system differential pressure based on differential pressure based on differential pressure senses across supply and return in boiler room.
- Trend BMS output of each valve and system differential pressure for system performance analysis

Building	Steam Zone Valves	3-way Mixing Valves	Steam/HW HEX	Differential Pressure Control Valves
Patchogue-Medford High School		2		
Oregon Middle School	4		2	
Saxton Middle School	2			
Barton Elementary School		2		
Bay Avenue Elementary School	4			
Canaan Elementary School	2			
Eagle Elementary School		1		2
Medford Elementary School	4			
River Ave Elementary School	2			
Tremont Elementary School	3			

Air Handling Unit DDC Retrofit

- Convert air-handling units to Direct Digital Controls (DDC), including replacement of existing pneumatic end devices with electronic type. All converted units will be fully electronic and will no longer require a compressed air supply.
- This includes the following points and sequences:
 - Supply & Return Fan Start / Stop and Status Monitoring
 - Economizer control, including outdoor air enthalpy change-over on cooling equipment.
 - Mixed air/low-limit control
 - Heating (discharge or room control as specified by Architect/Engineer)
 - Cooling (discharge or room control as specified by Architect/Engineer)
 - Discharge control
 - Freeze protection.
 - Remote set point control from BMS front-end
 - Warm-up/Cool-down

Building	# of AHUs
Patchogue-Medford High School	1
Oregon Middle School	3
Saxton Middle School	1
South Ocean Middle School	2
Tremont Elementary School	2

DDC Retrofit

Cabinet Heaters / Unit Heaters / Finned Tube Radiation in Occupied Spaces:

Convert the existing pneumatic controls on equipment listed below to new JCI FX DDC control, including electronic end-devices. These units will be converted to full DDC and will no longer require a compressed air supply. JCI will remove pneumatic thermostat, safe-off the air lines, and install a blank plate.

This includes the following points and sequences:

- Space temperature control
- Supply fan start/stop & status monitoring (CUHs Only)
- Control of Heating coils/FTR elements
- Remote set point control via BMS front-end

Cabinet Heaters in Common Areas:

These units will operate standalone and not to be tied to the BMS.

- Supply and install Thermostatic Radiator Valves (TRVs).
- TRV includes valves with operator on terminal heating units in unoccupied spaces with products manufactured by Barnes and Jones.
- Supply, install and wire a unit mounted return air thermostat to control fan.
- Adjustment will require opening/removing the unit's cover.
- Remove the pneumatic thermostats, safe-off the air lines and install a blank plate.

Finned Tube Radiation / Convectors in Common Areas:

These units will operate standalone and not to be tied to the BMS.

- Supply and install Thermostatic Radiator Valves (TRVs).
- TRV includes valves with operator on terminal heating units in unoccupied spaces with products manufactured by Barnes and Jones.
- Adjustment will require opening/removing the unit's cover.
- Remove the pneumatic thermostats, safe-off the air lines and install a blank plate.

Building	Cabinet Heaters	FTR/Rad/Conv.	Unit Heaters	Thermostatic Radiator Valves
Patchogue Medford High School	9	8	1	15
Oregon Middle School	2	32	1	21
Saxton Middle School	11	36	2	38
South Ocean Middle School	8	25		33
Barton Elementary School	4	18		19
Bay Elementary School	23	18		33
Canaan Elementary School	1	18		12
Eagle Elementary School	9	15	2	21
Medford Elementary School		29		18
River Avenue Elementary School		12		10
Tremont Elementary School	12	19	1	17
Totals	79	230	7	237

Unit Ventilators: There is no work related to the unit ventilators in the scope of this EPC.

Optimal Start

Provide programming to all BMS-controlled HVAC equipment in each school to allow optimal start warm-up cycle.

Building
Patchogue-Medford High School
Oregon Middle School
Saxton Middle School
Barton Elementary School
Bay Avenue Elementary School
Canaan Elementary School
Eagle Elementary School
Medford Elementary School
River Ave Elementary School
Tremont Elementary School

EPC and Bond Work Coordination:

- The EPC shall include the upgrade of all existing BMS front-end/supervisory systems as well as a new district-wide BMS server. The new/upgraded BMS systems shall be expandable to allow the new equipment and controls being installed by the upcoming bond work projects to be seamlessly integrated.
 - Exception: Bay Avenue Elementary School - the upgrade of the front-end will be part of the bond project because the bond project will occur before the EPC begins.
- The new BMS FX-90 controllers and the district-wide central BMS server provided and installed under the EPC shall include licenses to accommodate all existing equipment currently (prior to the bond work) mapped to the BMS system, as well as any HVAC equipment and/or points added to the BMS by the EPC.
- The bond projects will not require upgrades to the BMS systems but will include any expansion to the new/upgraded BMS systems required to accommodate new equipment added by the bond projects.
- The EPC shall include new central boiler room DDC/BMS control panels in all schools. These new panels will completely replace the existing aging/obsolete central DDC/BMS panels. The new boiler room control panels shall be fully expandable to accommodate any new boiler room equipment being added by the bond projects.
- The bond projects will include any expansion of the new central boiler room DDC/BMS control panels required for new boiler room equipment being installed under the bond projects (steam converters, pumps, etc.).

Exclusions

- Resolution of existing design, service, and or distribution conditions known or unknown.
- 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.
- Test and balance of existing air and water HVAC systems unless otherwise noted in a specification ECM Scope of Work.
- Repair or replacement of defective mechanical, controls, and electrical equipment and electrical distribution system, including the kitchen hoods, 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).

- Repairs/replacement of electrical found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network, Connection to the Owners Wide-Area Network to be coordinated with Client's IT Services.
- The Owner will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment.
- Phone line use or new fiber installation, if required.
- Non-Johnson Controls software upgrades (such as Microsoft, Norton Antivirus, etc.) for the Customer's front-end unless otherwise noted in the Scope of Work.
- Ongoing annual fees associated with licenses and access fees.
- Removal of existing Air Compressors.

ECM 4.2: Energy Management System - Exhaust Fan Control

Johnson Controls will tie in existing general exhaust fans and kitchen hood exhaust fans to the BMS system.

Exhaust Fans

Provide DDC control for exhaust fans to the buildings listed below.

- Provide start/stop, status, and alarm.
- Provide occupancy programming/control as per District requirements.
- Tie in the units to the new BMS.

Kitchen Hood - Exhaust Fans

Provide DDC control for Kitchen hood exhaust fans at locations in the buildings listed

- Provide start/stop, status and alarm
- Provide local timed (4 hour) user override, with feedback to BMS
- Integrate into workstation and provide individual system graphic.
- Provide alarming and trending as per project requirement.

Building	Roof Exhaust Fans	Kitchen Hood Exhaust Fans
Oregon Middle School	35	1
Canaan Elementary School	39	1
Total	74	2

Exclusions:

- Resolution of existing design, service, and or distribution conditions known or unknown.
- 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.
- Temporary space conditioning unless otherwise identified in a FIM Scope of Work.
- Test and balance of existing air and water HVAC systems unless otherwise noted in a specification FIM Scope of Work.
- Duct cleaning and coil cleaning unless otherwise identified in a FIM Scope of Work.
- Repair or replacement of defective mechanical, controls, and 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).
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network.

- Connection to the Customer's Wide-Area Network to be coordinated with Client's IT Services.
- The Customer will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment.
- Phone line use or new fiber installation, if required.
- Non-JCI software upgrades (such as Microsoft, Norton Antivirus, etc.) for the Customer's front-end unless otherwise noted in the Scope of Work.

ECM 5: Condensing Unit (CU) / Rooftop Unit (RTU) Replacement

Johnson Controls will furnish and replace the existing units listed in the table below with new, York units or equal with SEER meeting or exceeding NYS energy code, at the time of NYSED Approval.

Building	# of RTUs	# of CUs	Location Served
High School	2		Main Office
High School	1		Server Room
Saxton Middle School	1		Library
Barton Elementary School	2		Library
Barton Elementary School	2		Music Room
Medford Elementary School	1		Main Office
Oregon Middle School	1		Chorus
Oregon Middle School	1		Band
River Elementary School	1		Library
River Elementary School	1		Main Office
Administration Building	0	1	Office Area
Total	13	1	

Scope of Work:

- Properly remove and dispose of existing RTUs to be replaced and match existing capacity.
- Replace with Energy Efficient units. Administration building will get new refrigerant line set, new AHU in attic and new condenser on side of building.
- Electrical disconnect and reconnect.
- Startup and testing, adjusting and balancing of units only
- Provide new space thermostats at existing locations and connect to the BMS system.
- Existing duct detectors shall remain, if applicable.

Exclusions:

- Repair or replacement of defective equipment, other than the equipment specifically described in the ECM description. Johnson Controls will identify the location of defective equipment and notify Customer in writing.
- Repair or replacement of defective mechanical, controls, and 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).
- Repairs/replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- Resolution of existing design, service, and or distribution conditions known or unknown.

- 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.
- Temporary space conditioning unless otherwise identified in FIM Scope of Work.
- Test and balance of existing air and water HVAC systems unless otherwise noted in a specification FIM Scope of Work.
- Duct cleaning and coil cleaning unless otherwise identified in FIM Scope of Work.

ECM 6: Pumping System – VFD on HW Pumps

Johnson Controls to provide, install and wire new variable frequency drives (VFD's) on existing energy efficient motors.

The new variable frequency drives that will be installed near the existing motor location and the new VFD control panels will be in the same locations replacing the existing motor control panels.

- Replace motors, if not VFD compatible.
- A new DDC control panel and differential pressure sensor will be provided and installed to regulate the speed of the pumps and fan according to the load requirements.

Building	Location	Equipment Type	Equipment Name	HP
High School	Gym-Aud Fan Room	HV Unit	HV6	20
Oregon Middle School	Boiler Room	Hot Water Pump	HWP 1	3
Oregon Middle School	Boiler Room	Hot Water Pump	HWP 2	3
Barton Elementary	Boiler Room	Hot Water Pump	HWP 2	10
Barton Elementary	Boiler Room	Hot Water Pump	HWP 3	10
Barton Elementary	Boiler Room	Hot Water Pump	HWP 3	5
Barton Elementary	Boiler Room	Hot Water Pump	HWP 4	5
Canaan Elementary School	Boiler Room	Hot Water Pump	HWP 1	5
Canaan Elementary School	Boiler Room	Hot Water Pump	HWP 2	5

ECM 7: Energy Efficient Motors Replacement

Johnson Controls will provide and install the following motors with new premium efficiency units, installing new fan sheaves where applicable.

The scope of work will be as follows:

- Remove and dispose of existing motor(s)
- Provide new premium efficiency open drip-proof type motors.
- Provide precision alignment for motors, sheaves & pulleys.
- Provide new belts to match existing.

Building	Location	Equipment Type	Equipment Name	Horsepower
High School	Gym-Aud Fan Room	HV Unit	HV5	10
High School	Boiler Room 2	Hot Water Pump	HWP 1	5

High School	Boiler Room 2	Hot Water Pump	HWP 2	5
High School	Boiler Room 2	Hot Water Pump	HWP 2nd Floor	5
High School	Boiler Room 2	Hot Water Pump	HWP 3rd Floor	5
High School	Fan Room	Exhaust Fan	E6A	7.5
High School	Boiler Room 1	Hot Water Pump	HWP 1	7.5
High School	Boiler Room 1	Hot Water Pump	HWP 2	7.5
High School	Boiler Room 2	Hot Water Pump	HWP Standby	7.5
High School	Roof	Rooftop Unit	EC10	7.5
High School	Roof	Rooftop Unit	EC9	7.5
Barton Elementary	Boiler Room	Hot Water Pump	HWP 2	10
Barton Elementary	Boiler Room	Hot Water Pump	HWP 3	10
Barton Elementary	Boiler Room	Hot Water Pump	HWP 3	5
Barton Elementary	Boiler Room	Hot Water Pump	HWP 4	5
Eagle Elementary	Fan Room	HV Unit	HV1	7.5
Eagle Elementary	Fan Room	HV Unit	HV2	7.5
Medford Elementary	Fan Room	Air Handling Unit	AHU-H8	10
Medford Elementary	Mechanical Room	Hot Water Pump	HWP 1	7.5

ECM 8: Heating System - Burners Replacement

Johnson Controls shall remove existing burners and install new linkageless (Non-Honeywell) Type C PowerFlame Burners at the following locations.

The scope of work includes:

- Provide and install new dual fuel power flame burner.
- Disconnect line voltage, oil line, from existing oil-fired burners.
- Remove and discard old oil-fired burners.
- Reconnect existing gas lines to new dual fuel burners
- Perform pressure test on gas piping

Building	Burner Replacement
High School	4
Oregon Middle School	2
Saxton Middle School	2
South Ocean Middle School	2
Barton Elementary School	2
Bay Elementary School	-
Canaan Elementary School	2
Eagle Elementary School	2
Medford Elementary School	2
River Elementary School	2
Tremont Elementary School	2
District Office	-
Total	22

ECM 9: Heating System – DHW Controllers

Johnson Controls shall furnish and install Intelligent Control Systems Domestic Hot Water (DHW) heater controllers at the following locations as outlined below:

Building	DHW Controllers
High School	5
Oregon Middle School	-
Saxton Middle School	1
South Ocean Middle School	2
Barton Elementary School	1
Bay Elementary School	1
Canaan Elementary School	1
Eagle Elementary School	1
Medford Elementary School	1
River Elementary School	1
Tremont Elementary School	1
District Office	-
Total	15

Exclusions:

- Resolution of existing design, service, and or distribution conditions known or unknown.
- Modifications to address non-compliance with existing codes, including but not limited to the Americans with Disabilities Act (ADA) and egress, are excluded.
- Temporary space conditioning unless otherwise identified in an ECM Scope of Work.
- Test and balance of existing air and water HVAC systems unless otherwise noted in a specification ECM Scope of Work.
- 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).

ECM 10: Heating System – Steam Trap Replacement

Johnson Controls shall replace the steam traps located in the buildings listed below. The scope and quantity of the steam traps identified are listed in the table below.

Building	Thermostatic Rebuild (QTY)	Mechanical Retrofit (QTY)
Patchogue Medford High School	0	0
Oregon Middle School	122	30
Saxton Middle School	181	48
South Ocean Middle School	0	0
Barton Elementary School	0	0
Bay Elementary School	100	23
Canaan Elementary School	69	17
Eagle Elementary School	0	0
Medford Elementary School	101	18
River Avenue Elementary School	93	8
Tremont Elementary School	63	29
District Office	0	0
Totals	729	173

Johnson Controls will also provide attic stock for future replacements.

Thermostatic Rebuilds includes steam traps with cage units manufactured by Barnes and Jones. Existing covers will be reused where possible and replaced where necessary. If a rebuild is not possible, the trap will be entirely replaced.

Mechanical Retrofit includes new steam trap faceplate repair kits and gaskets manufactured by Barnes and Jones. Existing strainers, isolation valves, check valves, and fittings are assumed to be in good condition will be reused.

In areas where new UV's are being installed, Johnson Controls shall provide steam traps manufactured by Barnes and Jones (material only) to school district for installation by bond project so that entire steam trap population district-wide remains B&J for future maintenance.

As part of this measure, JCI will also replace condensate tanks and vacuum pumps to match the existing, at the buildings identified below.

Building	Condensate Tank Size (gal)	# of Vacuum Pumps
Medford ES	300	2
River ES	200	2

ECM 11: Heating System – Pipe and Valve Insulation

Johnson Controls shall supply and install pipe and valve insulation and/or thermal jackets on non-leaking existing hot water and steam systems to reduce heat loss according to the following table below.

The fiberglass pipe insulation shall be manufactured by Johns Manville or a manufacturer of equivalent type and quality, and with PVC fitting covers where applicable. The removable insulated fiberglass pads on serviceable connections shall be made with Silicone Impregnated Fiberglass Cloth manufactured by GLT Products or a manufacturer of equivalent type and quality.

The following table lists the items that were found to be uninsulated.

Schedule 1

Task	Patchogue -Medford HS	Oregon MS	Saxton MS	South Ocean MS	Barton ES	Bay Ave ES	Canaan ES	Eagle ES	Medford ES	River Ave ES	Tremont ES	Total
Ball Valve Insulation (Units)	6	1	0	2	3	0	7	0	1	2	0	22
Bonnet Insulation (Units)	1	5	0	0	0	1	4	0	7	1	0	19
Butterfly Valve Insulation (Units)	2	0	0	3	5	0	4	0	3	1	7	25
Check Valve Insulation (Units)	0	0	0	2	3	6	2	0	3	2	3	21
Control Valve Insulation (Units)	0	1	0	0	0	0	0	0	2	0	1	4
End Cap Insulation (Units)	1	3	0	0	1	2	2	1	3	0	1	14
Flange Insulation (Units)	73	17	0	36	18	4	14	37	25	2	21	247
Flex Fitting Insulation (Units)	20	4	0	4	6	0	4	13	0	0	4	55
Gate Valve Insulation (Units)	4	0	0	0	0	11	0	0	4	1	0	20
Pipe Fitting Insulation (Units)	24	6	0	8	11	46	37	0	63	16	8	219
Pipe Reducer Insulation (Units)	10	2	0	8	3	0	2	8	3	0	2	38
Pump Insulation (Units)	18	5	0	2	3	5	5	11	7	5	3	64
Steam Trap Insulation (Units)	0	4	0	0	0	5	2	0	4	1	1	17
Straight Pipe Insulation (LF)	85	23	0	13	20	77	77	0	149	24	31	499
Strainer Insulation (Units)	1	3	0	0	0	2	2	0	2	2	1	13
Suction Diffuser Insulation (Units)	10	2	0	4	3	0	2	9	2	0	2	34
Tank Insulation (Units)	2	1	0	0	0	2	3	0	3	2	0	13
Triple Duty Valve Insulation (Units)	5	0	0	4	0	0	2	1	0	0	0	12

ECM 12: AC Compressor Controllers

Johnson Controls shall furnish and install thirty (30) Intelligent Control Systems ICON-2400 controllers on the air conditioning compressor units located in the buildings listed below:

Location	No. of Compressors
High School	10
Saxton Middle School	8
Barton Elementary School	4
Bay Elementary School	1
Medford Elementary School	2
Oregon Elementary School	2
River Elementary School	4
Total	31

Building	Location	Area Served	Equipment Type	Manufacturer	Model Number	No. of Compressors
High School	Roof	East Unit	AHU	Seasons-4	SA020/6MJI21-0242-HW5.5-10SE	2
High School	Roof	Central Unit	AHU	Seasons-4	SA020/6MJI21-0242-HW5.5-10SE	2
High School	Roof	West Unit	AHU	Seasons-4	LA030/6MJK22-0302-HW5.5-12SE	2
High School	Roof	Main Office	RTU	Carrier	48HJD012-571HY	2
High School	Roof	Main Office	RTU	Carrier	48HJD012-571HY	2
Saxton Middle School	Roof	Auditorium	CU	YORK	J20YDC00A2LC2A	2
Saxton Middle School	Roof	Auditorium	CU	YORK	J20YDC00A2LC2A	2
Saxton Middle School	Roof		CU	YORK	YCD120C00A2AAA2A	2
Saxton Middle School	Roof	Library	RTU	McQuay	RPS018CSA	2
Barton Elementary School	Roof	Library	RTU	Carrier	50HJ-007---541HY	1
Barton Elementary School	Roof	Library	RTU	Carrier	50HJ-007---541HY	1
Barton Elementary School	Roof	Music Room	RTU	Carrier	50HJ-005---541HY	1
Barton Elementary School	Roof	Music Room	RTU	Carrier	50HJ-005---541HY	1
Bay Elementary School	Roof	Main Office	RTU	Carrier	50PG-M04-D-50LTH	1
Medford Elementary School	Roof	Main Office	RTU	TRANE	THC120A3EGA15D00 0A1000000	2
Oregon Elementary School	Roof	Chorus	RTU	TRANE	YHC072A3RYA27E10 0C1B0A0A0	1
Oregon Elementary School	Roof	Band Room	RTU	TRANE	YHC072A3RYA27E10 0C1B0A0A0	1
River Elementary School	Roof	Library	RTU	Carrier	50HJ-008-M-531HS	2
River Elementary School	Roof	Main Office Area	RTU	Carrier	50HJ-005-M-541HS	1

Exclusions:

- 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).
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Modifications to address non-compliance with existing codes, including but not limited to the Americans with Disabilities Act (ADA) and egress, are excluded.
- Temporary cooling.

ECM 13: Refrigeration Compressor Controllers

Johnson Controls shall furnish and install Intelligent Control Systems ICON-2500 controllers on the existing individual compressor units located in the buildings listed below.

Building	Location	No. of Compressors
High School	Kitchen Cooler	1
High School	Kitchen Freezer	1
Saxton Middle School	Basement Cooler	1
Saxton Middle School	Basement Freezer	1
Oregon Middle School	Kitchen Cooler	1
Oregon Middle School	Kitchen Freezer	1

Exclusions:

- 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).
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Modifications to address non-compliance with existing codes, including but not limited to the Americans with Disabilities Act (ADA) and egress, are excluded.
- Removal and/or replacement of food from the units.
- Temporary refrigeration.

ECM 14: Roof Upgrades

Prior to installation of roof-mounted solar PV, JCI will install roof coating for solar arrays.

JCI shall recoat roofs under solar arrays as outlined below:

- IR Scan - Supply the District with thermal imaging scan of the existing roofing where solar is being installed. Anomalies will be marked in paint on the roof, and the District will receive a report of the findings.
- Removal and Infill - Spot removal and infill of existing non-asbestos roofing in accordance with local and state law. All debris will be properly disposed of offsite. No more than 3% is anticipated since roofs are in very good decision but if during the design phase it's determined that more is needed an Amendment will be prepared.
- Clean and Prepare - Clean and prepare existing roof surface per manufacturer's recommendations and requirements.

- Silicone Base Coat: Supply and install silicone base construction coating per manufacturer's recommendations and requirements.
- Silicone Top Coat Supply and install silicone top construction coating per manufacturer recommendations and requirements.
- Granule - Supply and install roofing granules to entire roof surface applied at a rate of 40 lbs. per 100 sf.
- Warranty - 15 Years: Supply District with 15-year manufacturer's full system warranty.
- Expansion Joint - Supply and install new Area Divider(s) to divorce roof areas as needed.
- Adjustable Drain Dome -Supply and install adjustable drain domes on existing roof drains.

Exclusions:

- Premium Time Labor Rates
- Asbestos/Lead Abatement
- Scarification
- Deck Replacement
- Wood Blocking
- Metal Edge Flashings

ECM 15: Renewable Energy – Photovoltaic Electric Generation

JCI will furnish, install, and test a total of 835.7 kW-DC roof mounted photovoltaic (PV) 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 Mounted PV (kW-DC)
Oregon Middle School	133.3
Saxton Middle School	302.4
South Ocean Middle School	50
Barton Elementary School	50
Bay Elementary School	50
Canaan Elementary School	50
Eagle Elementary School	50
Medford Elementary School	50
River Avenue Elementary School	50
Tremont Elementary School	50
Total	835.7

Installation includes the following specifications for new Roof Ballasted Systems:

- UL Certificate
- New wiring to meet the requirements of the 2020 National Electric Code ("NEC"), as amended.
- Solar Modules to be Hanwha Q Cell 610W or equal and as approved by Customer's Architect/Engineer and JCI.
- Inverters to be SMA or equal and as approved by Customer's Architect/Engineer and JCI.
- Balance of new system to meet 2020 NEC Code, as amended.

- Required interconnection to building system located as per 2020 NEC Code, as amended, lineside tap or load side tap as determined by the utility(s) having jurisdiction.
- Unirac RM, Ecofoot or equal self-ballasted racking system or rails with fasteners in area where roof slopes don't allow for non-penetrating systems.
- Furnish and install required ballast block as per design.
- One time training for four(4) hours to the District
- District to support monitoring by supplying an IT drop to gateway locations and necessary IP addresses that the District will maintain for the contract term.
- Protective slip sheet to meet roofing warranty certifications and requirements.

In the event that any of the building roofs are determined to be unsuitable for roof mounted PV arrays, JCI 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.

JCI 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, walkways are anticipated to be adequate for solar panel installation. If during the design phase the Architect / Engineer of record, encounters structural issues, drainage issues with any of roofs, roof framing, and walkways, JCI shall relocate the problem areas of solar arrays to a different location in order to maintain the of total system size in the table above. An adjustment to the guarantee will occur if the new location is on a different electric rate.

Utility and Interconnections: The scope of this measure is reliant on utility completion of utility required work to allow for the District power output connection to the utility power grid.

On behalf of the District, JCI has applied for the interconnections applications and have received utility responses back with associated Coordinated Electric System Interconnection Review (CESIR) costs and required site work costs. For the Oregon Middle School and Saxton Middle School, these costs are \$105,648. Other locations have no costs (\$0) associated due to system sizes of 50 kW-DC. These costs are included in Schedule 4. If the interconnection costs exceed these costs, JCI and District agree that the price to be paid for the work set forth on Schedule 4 shall be adjusted based on revised interconnection costs.

Additionally, if the interconnection costs increase to a value resulting in overall Agreement simple payback greater than 18 years, JCI and District agree that the scope of this measure and/or entire Agreement will be modified to adjust entire Agreement simple payback to 18 years or below, through an Amendment.

In the event that any of the proposed locations are determined to not be a viable option, if the interconnection costs increase, the scope of work for this measure or entire EPC shall be reduced, subject to Customer's written approval, by a change order or Amendment and the costs associated with the scope shall be adjusted. The guaranteed savings and/or any other monetary costs or benefits shall also be adjusted accordingly by a formal written amendment to the Agreement. All adjustments require Customer's written approval.

The weather station monitoring (cloud-based platform) is provided by the inverter manufacturer with lifetime free access with the installation of inverter hardware data manager as long as the internet IP address is maintained to allow access to the cloud-based portal where the information is stored and displayed. JCI will install one (1) weather-station at the District due to system sizes listed above. The weather station will be installed at the location as specified by the Architect. The proposed system will include the pyranometer, weather-station, ambient temperature sensor, and module temperature with the data displayed on cloud-based portal. The irradiance value will be trended and logged into the cloud.

Power to each 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:

- Repair or replacement of defective electrical equipment and electrical distribution system, except the equipment described in the Scope of Work, unless said repair or replacement is required due to the acts or omissions of JCI. (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer in writing).
- Resolution of existing design, service, and or distribution conditions known or unknown.
- 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.
- Hazardous material abatement or removal, such as but not limited to asbestos, lead paint mold/mildew, etc. unless noted otherwise in the ECM Scope of Work.
- 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).
- Repairs/replacement of electrical found to be corroded or rusted or otherwise unacceptable for installation other than what is specified in the Scope of Work.
- Temporary power during tie in.
- Structural Upgrades
- Repair or replacement of the roof.
- Delays caused by the utility company or other third parties, and the impact on any savings, ITC Direct Pay, and/or any other monetary benefits.
- 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 Customer to mitigate or address at additional cost.
- Tree Removals, Tree Trimming, and/or Pruning

ECM 16: Renewable Energy – Photovoltaic Electric Generation (VDER System)

JCI will furnish, install and commission a total of 1,272 kW in front of the meter carports that will tie-in with the utility using Value of Distributed Energy Resources (VDER).

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

Building	Carports (kW-DC)
Patchogue Medford High School	1,272
Total	1,272

The installation includes the following specifications for Carport Systems:

- Carport system to have a minimum height of 13.6' in roadway areas
- Carport systems to be installed with modified "T" canopies facing south, east and west modules with nearly flat 5-degree tilt. Due to 5 degree tilt, no snowguards are necessary.
- Carport panels to be spaced to allow for weather / temperature related expansion and contractions, allowing water to drain between the panels.
- Solar Module to be 72 cell Hanwha 590-watt Q-Cell or equal as approved by Customer's Architect/Engineer and JCI.
- Inverters to be SMA or equal and as approved by Customer's Architect/Engineer and JCI.
- 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 lockable exterior switchgear. If subject to physical damage, JCI will install 5-inch steel bollards, 5 ft tall with yellow protective sleeves.

- 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 non-painted 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 Customer 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 non-contaminated soil at its cost and expense in accordance with all applicable laws, rules, regulations, and codes in effect at the time of signing of contract.
- 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 2020 code, as amended and updated.
- Electrical conduit will be installed inside of concrete piers and/or baseplates.
- JCI will provide a web-based dashboard through inverter manufacturer for PV production for students and staff to use and access.
- Customer to support monitoring by supplying an IT drop to a gateway location and all necessary IP addresses that the Customer will maintain for 18 years.
- SED approved system design drawings

In the event that any of the parking lots or walkways are determined to be unsuitable for carport and/or canopy PV arrays, JCI 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, encounter structural issues, geo-tech issues, drainage issues, underground condition issues, septic system issues with parking lots and walkways, JCI shall relocate the problem areas of solar arrays to a different location in order to maintain the total system size in the table above. An adjustment to the guarantee will occur of the new location is on a different electric rate.

Utility and Interconnections: The scope of this measure is reliant on utility completion of utility required work to allow for the District power output connection to the utility power grid.

On behalf of the District, JCI has applied for the interconnections applications and have received utility responses back with associated CESIR costs and required site work costs. For the High School, these costs are \$252,177. These costs are included in Schedule 4. If the interconnection costs exceed these costs, JCI and District agree that the price to be paid for the work set forth on Schedule 4 shall be adjusted based on revised interconnection costs.

Additionally, if the interconnection costs increase to a value resulting in overall Agreement simple payback greater than 18 years, JCI and District agree that the scope of this measure and/or entire Agreement will be modified to adjust entire Agreement simple payback to 18 years or below, through an Amendment.

In the event that any of the proposed locations are determined to not be a viable option, if the interconnection costs increase, the scope of work for this measure or entire EPC shall be reduced, subject to Customer's written approval, by a change order or Amendment and the costs associated with the scope shall be adjusted. The guaranteed savings and/or any other monetary costs or benefits shall also be adjusted accordingly by a formal written amendment to the Agreement. All adjustments require Customer's written approval.

Exclusions:

- Repair or replacement of defective electrical equipment and electrical distribution system, except the equipment described in the Scope of Work, unless said repair or replacement is required due to the acts or omissions of JCI. (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer in writing).
- Resolution of existing design, service, and or distribution conditions known or unknown.
- 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.
- Hazardous material abatement or removal, such as but not limited to asbestos, lead paint mold/mildew, etc. unless noted otherwise in the ECM Scope of Work.
- 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).
- Repairs/replacement of electrical found to be corroded or rusted or otherwise unacceptable for installation other than what is specified in the Scope of Work.
- Temporary power during tie in.
- Structural Upgrades
- Repair or replacement of the roof.
- Delays caused by the utility company or other third parties, and the impact on any savings, ITC Direct Pay, and/or any other monetary benefits.
- 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 Customer to mitigate or address at additional cost.
- Tree Removals, Tree Trimming, and/or Pruning

ECM 17: Plug Load Controllers

Johnson Controls shall furnish and install plug load management controllers that will gain control of specified plug load equipment listed below. The system will use an existing Wi-Fi network that will communicate to an energy management user interface. Through the user interface, equipment shall be monitored, scheduled and turned on / off. In areas where no Wi-Fi connection exists, plugs shall be programmed one time with the intended schedule for the equipment.

Buildings	Projector	Printer	Smartboard	Smartboard Combo	Window AC	Copier	PC Charging Carts	Total
Patchogue-Medford High School	88	0	3	0	0	0	15	106
Oregon Middle School	29	4	11	0	0	0	5	49
Saxton Middle School	31	8	12	0	0	1	7	59
South Ocean Middle School	8	8	17	20	0	2	7	62
Barton Elementary School	33	1	10	0	1	0	5	50
Bay Ave Elementary School	1	6	15	10	0	0	5	37
Canaan Elementary School	26	1	12	0	0	0	5	44
Eagle Elementary School	22	2	17	0	0	0	5	46
Medford Elementary School	15	0	18	0	0	1	5	39
River Ave Elementary School	13	7	10	2	0	0	5	37
Tremont Elementary School	15	1	19	0	2	0	4	41
Administration Building	0	9	0	0	10	0	0	19
Total	281	47	144	32	13	4	68	589

Following is the scope of work for the plug load controllers:

- Provide plug load control devices as per final schedule of outlets
- Install and connect devices
- Load and configure software on an owner designated head custodian PC
- Start, test, and checkout the system

Exclusions:

- Repair or replacement of defective plug load equipment, and the electrical distribution system and components, unless said repair or replacement is required due to the acts or omissions of JCI.
(Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer in writing).
- Expansion of the existing IT network

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 Period.

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

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 Period.

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 Period.

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 Schedule 2, Exhibit 6 below.

Guarantee Period will commence on the first day of the next month following the Substantial Completion date and will continue for eighteen (18) years or the useful life of the equipment being installed pursuant to this Agreement, whichever is less.

M&V Services means the services performed to monitor and report the performance relative to the guarantee defined in the Assured Performance Guarantee set forth in Schedule 2.

M&V Services Period will commence on the first day of the next month following the Substantial Completion date and will continue for 5 years, unless extended by the parties, 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 Period.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Schedule 2, Exhibit 2 below.

Operational & Maintenance Project Benefits are the savings achieved through material reduction and the reduction in maintenance of the new equipment that were installed as set forth in Schedule 2, Exhibit 4.

Project Benefits are the Measured Project Benefits plus the Operational and Maintenance Project Benefits and Non-Recurring Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire 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.

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 Non-Recurring 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 guarantees that Customer will achieve a total of \$31,078,449 in Measured Project Benefit (Utility Cost Avoidance Measurable Savings), \$5,670,972 in Operations and Maintenance Cost Avoidance, and \$1,991,246 in Rebates/IRA Direct Pay during the term of this Agreement, for Total Guaranteed Project Benefits of \$38,740,667 as set forth in the Total Project Benefits Table below.

Table 2.1.2: Total Project Benefits

Performance Year	Measured Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance**	Non-Recurring Benefits (Rebates and IRA Direct Pay***)	Total Guaranteed Project Benefits
Installation				\$0
1	\$1,268,524	\$315,054	\$101,246	\$1,684,825
2	\$1,312,922	\$315,054		\$1,627,976
3	\$1,358,875	\$315,054	\$1,890,000	\$3,563,929
4	\$1,406,435	\$315,054		\$1,721,489
5	\$1,455,661	\$315,054		\$1,770,715
6	\$1,506,609	\$315,054		\$1,821,663
7	\$1,559,340	\$315,054		\$1,874,394
8	\$1,613,917	\$315,054		\$1,928,971
9	\$1,670,404	\$315,054		\$1,985,458
10	\$1,728,868	\$315,054		\$2,043,922
11	\$1,789,379	\$315,054		\$2,104,433
12	\$1,852,007	\$315,054		\$2,167,061
13	\$1,916,827	\$315,054		\$2,231,881
14	\$1,983,916	\$315,054		\$2,298,970
15	\$2,053,353	\$315,054		\$2,368,407
16	\$2,125,220	\$315,054		\$2,440,274
17	\$2,199,603	\$315,054		\$2,514,657
18	\$2,276,589	\$315,054		\$2,591,643
Totals	\$31,078,449	\$5,670,972	\$1,991,246	\$38,740,667

Values in table above are rounded to the nearest dollar.

* Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on an anticipated 3.5% increase in unit energy costs as set forth in the table in Exhibit 6.

** Operation & Maintenance (O&M) Project Benefit. O&M cost Avoidance figures in the table above are based on an anticipated 0% increase in O&M costs as set forth in the table in Exhibit 4.

*** Timing and nature of Customer's receipt of Non-Recurring Benefits including ITC Direct Pay are subject to considerations specified in terms of this Agreement and are indicative.

Measurement and Verification (M&V) Services

JCI shall provide M&V Services for a period of five (5) years starting on the first day of the month next following the Substantial Completion Date (the "Initial M&V Service Period"). The cost of the M&V Services provided during the Initial M&V Services Period is included in the Total Project Costs stated in Schedule 4. Within sixty (60) days of the commencement of the M&V Services Period, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Operations & Maintenance Project Benefits and Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may be allocated to the Annual Project Benefits for the first year of the Guarantee Period at JCI's discretion. Within sixty (60) days of each anniversary of the commencement of the Guarantee Period, for so long as the M&V Services Period is in effect, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Operations & Maintenance Project Benefits and Non-Measured Project Benefits applicable to such period and advise Customer of same.

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 initial 5-year period of M&V Services or any subsequent year in which Customer has elected to continue M&V Services, it (i) cancels or terminates receipt of M&V Services, other than due to JCI's material breach of its Assured Performance Guarantee or this Agreement, 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 in accordance with Schedule 4 – Price and Payment Terms, (ii) fails to substantially fulfill any of Customer's material responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, including but not limited to Customer's failure to reasonably operate and maintain the equipment and/or systems substantially as stipulated by JCI, or (iii) otherwise materially breaches this Agreement, JCI may issue a written notice to the Customer stating the nature of the alleged breach and will provide Customer with a thirty (30) calendar day period to cure such breach. If the Customer fails to cure such breach within such thirty (30) calendar day period or such greater time as is commercially reasonable in the event such breach cannot be cured within such thirty (30) calendar day period, Customer acknowledges and agrees that the Assured Performance Guarantee shall automatically terminate, unless otherwise agreed to in writing by the parties.

Project Benefits Shortfalls or Surpluses.

- (1) During the Initial M&V Services Period, the following shall apply:

(a) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Initial M&V Services Period, JCI shall, subject to Customer's agreement, which shall not be unreasonably withheld, (a) pay to Customer the amount of such shortfall, and/or (b) subject to Customer's 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 Initial M&V Services Period, such Annual Project Benefits Surplus shall accrue to the benefit of the Customer and shall not be applied to any shortfall during any year of the Initial M&V Services Period.

(c) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, in addition to the payment due Customer, JCI may, subject to Customer and NYSED approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Period.

- (2) Following the conclusion of the Initial M&V Services Period, 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 at the end of the Initial M&V Services Period and such Shortfall is the result of the equipment not operating in accordance with specified criteria, then, subject to the Customer's agreement, either: (a) the M&V Services will be renewed for a minimum of one (1) year, subject to Schedule 4 – Price and Payment Terms; and/or (b) Customer will 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, it shall be assumed (based upon the equipment continuing to operate during each subsequent year of the Guarantee Period in accordance with the specified criteria) that the Annual Project Benefits will be met during each subsequent year of the Guarantee Period. If a Shortfall continues to exist notwithstanding the equipment operating in accordance with the specified criteria, JCI shall pay the amount of such Shortfall to Customer for each remaining year of the Guarantee Period.

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.

NEMVP Option A

Potential to Perform Verification and Performance Calculation

Option A is a verification approach designed for projects where the potential to perform needs to be verified, but the actual performance (savings) can be calculated based on the results of the “potential to perform and generate savings” verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined.
- The equipment and/or systems that were contracted to be installed have been installed.
- The installed equipment/systems meet the specifications of the Agreement in terms of quantity, quality and rating.
- The installed equipment is operating and performing in accordance with the specifications in the Agreement and meeting all functional tests.
- The installed equipment/systems continue, during the term of the Agreement, to meet the specifications of the Agreement in terms of quantity, quality and rating, operation and functional performance.

The potential to perform may be verified through inspections and/or spot or short-term metering conducted immediately before and/or immediately after project installation. Annual (or some other regular interval) inspections may also be conducted to verify an ECM's continued potential to perform and generate savings. With Option A, actual achieved energy or cost savings are not verified; they are predicted using engineering or statistical methods that do not involve long-term measurements. Reference: NEMVP Version 1.0

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

Table 2.2.1: Option A Measures

ECM #	Measure	M&V Option
ECM 1	Lighting - Interior Retrofit	A
ECM 2	Lighting - Exterior Retrofit	A
ECM 3	Building Envelope - Weatherization	A
ECM 5	Condensing Unit/RTU Replacement	A
ECM 6	Pumping System - VFD on HW Pumps	A
ECM 7	Energy Efficient Motors Replacement	A
ECM 8	Heating System - Burners Replacement	A
ECM 9	Heating System - DHW Controllers	A
ECM 10	Heating System - Steam Trap Replacement	A
ECM 11	Heating System - Pipe and Valve Insulation	A
ECM 12	AC Compressor Controllers	A
ECM 13	Refrigeration Compressor Controllers	A
ECM 14	Roof Upgrades	A

ECM #	Measure	M&V Option
ECM 15	Renewable Energy- Photovoltaic Generation	A
ECM 16	Renewable Energy- Photovoltaic Generation (VDER)	A
ECM 17	Plug Load Controllers	A

ECM 1: Lighting - Interior Retrofit

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

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

Measured Key Parameter: kilowatt (kW)

Estimated Parameter: Standard hours of operation as set forth in the lighting line by line

Interaction: Lighting power 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-lighting installation and post-lighting installation 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-lighting installation measurement. Annual inspection checks for remainder of M&V Services Period

Measurement and Verification Details:

Sampling Procedure:

To reduce M&V cost, all fixtures installed will not be measured, and an effective NEMVP recommended sampling method will be used. Lighting fixture types that account for greater than 10% of the total fixtures installed will be measured. Lighting fixtures will be separated into homogenous groups and sampled to achieve $\pm 20\%$ precision with 80% confidence.

An initial sample size will be used based on an assumption of 0.5 for coefficient of variance. 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 lighting installation 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-Installation Activities:

Pre-lighting installation 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-lighting installation savings calculation. Pre-kw will be sampled and measured to validate the line by line. Light level will be measured to understand existing conditions which will be compared to post condition levels.

Post-Installation Activities:

Post-kw measurements will be sampled and measured once after installing the new lighting and will be used for remainder of the M&V Services Period. Light level will be quality checked one time. Inspection results and JCI warranty commitments will be communicated to the Customer in writing to maximize warranty benefits. Warranty claim procedure will be the responsibility of the Customer with the assistance of JCI. Visual inspections of a sample of fixtures will occur annually during the term of M&V services.

Formulas in the Detailed Energy Audit (DEA) and operating hours found in the lighting as built line by lines will be used to calculate the savings

ECM 2: Lighting - Exterior Retrofit

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: kilowatt (kW)

Estimated Parameter: Standard hours of operation as set forth in the lighting line by line

Measuring Equipment: True-RMS Wattmeter (kW 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 remainder of M&V Services 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. 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 $\pm 20\%$ precision with 80% confidence with an assumed 0.5 coefficient of variance.

Measurement Procedure:

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

Quality Check Procedure:

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 of sample fixtures for documentation.

Pre-Installation Activities:

Pre-retrofit lighting utilizes fixture wattage power in kilowatts (kW) through industry-standard wattage tables developed by NYSEDA (New York State Energy Research & Development Authority). These 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 measured to understand existing conditions which will be compared to post condition levels.

Post-Installation Activities:

Post-kw measurements will be sampled and measured once after retrofit and will be used for remainder of the M&V Services Period. 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 with the manufacturer. Visual inspections of a sample of fixtures will occur annually.

Formulas and run hours in the Detailed Energy Audit (DEA) and operating hours found in the lighting as built line by lines will be used to calculate the savings

ECM 3: Building Envelope – Weatherization

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

Measurement 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: All thermal ECMs.

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.

Pre-Installation Activities:

A digital camera will primarily be used to document the pre-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.

Post-Installation Activities:

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 post retrofit thermal leaks. Linear footage of weatherization will be measured using a measuring tape. Visual inspections of a sample set for the remainder of the M&V services period.

Formulas and values in the DEA will be used to calculate the savings

ECM 5: Condensing Unit /RTU Replacement

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 Condensing Unit/RTU Replacement project.

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

Pre-Installation Activities:

A digital camera will primarily be used to document the pre-retrofit conditions.

Post- Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed Condensing Unit/RTU Replacement to see if they meet the specifications of the contract in terms of quantity. Verify if they perform in accordance with functional tests.

Formulas and values in the DEA will be used to calculate the savings

ECM 6: Pumping System - VFD on HW Pumps

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 VFD on HW Pumps project.

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

Pre-Installation Activities:

A digital camera will primarily be used to document the pre-retrofit conditions.

Post- Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed VFD on HW Pumps to see if they meet the specifications of the contract in terms of quantity. Verify if they perform in accordance with functional tests.

Formulas and values in the DEA will be used to calculate the savings

ECM 7: Energy Efficient Motors Replacement

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

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the motors that are subject to this measure.

Verification Period & Frequency: One time during both pre-retrofit period and post-retrofit period.

Pre-Installation Activities:

Document with the digital camera the existing condition of the old motors.

Post-Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed motors to see if they meet the specifications of the DEA in terms of quantity, and rating.

Formulas and values in the DEA will be used to calculate the savings

ECM 8: Heating System - Burners Replacement**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 burner replacement project.**Verification Period & Frequency:** One time during both pre-retrofit period and post-retrofit period**Pre-Installation Activities:** A combustion efficiency test using a combustion analyzer will be performed to measure the existing operating efficiency of the boilers at a minimum 80% load.**Post- Installation Activities:**

A digital camera will be used to document the post- retrofit conditions. Inspect and verify the installed boilers to see if they meet the specifications of the DEA in terms of quantity. Verify if they perform in accordance with the functional specifications in the DEA and meeting all functional tests and provide commissioning report for each unit. A combustion efficiency test using a combustion analyzer will be performed on the new boilers at a minimum 80% load to confirm that it meets specified efficiency specified in the calculations.

ECM 9: Heating System - DHW 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 DHW controller project.**Verification Period & Frequency:** One-time the first post-retrofit year.**Pre-Installation Activities:**

Verify that the DHW does not have any controllers installed on them.

Post- Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed DHW controllers to see if they meet the specifications of the contract in terms of quantity. Verify if they perform in accordance with functional tests.

Formulas and values in the DEA will be used to calculate the savings**ECM 10: Heating System - Steam Trap Replacement****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.**Pre-Installation Activities:**

A digital camera will primarily be used to document the pre-retrofit conditions. An infrared camera will be used to capture the thermographic image of pre-retrofit leaking or failed traps. A sample of 5 traps per building will be measured.

Post-Installation Activities:

A digital camera will primarily be used to document the post-retrofit conditions. An infrared camera will be used to capture the thermographic image of a working trap. A sample of 5 traps per building will be measured.

Formulas and values in the DEA will be used to calculate the savings

ECM 11: Heating System - Pipe and Valve Insulation

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

Measurement Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this Pipe and Valve Insulation project.

Verification Equipment: Thermal gun (or infrared camera) and measuring tape

Verification Frequency & Period: One time during both pre-retrofit period and post-retrofit period

Pre-Installation Activities:

A thermal gun will be used to measure surface temperatures, or an infrared camera will be used to capture the thermo graphic image of pre-retrofit thermal leaks.

Post- Installation Activities:

Accuracy of the as built will be verified. A digital camera will be used to document the post-retrofit conditions. A thermal gun or an infrared camera will be used to verify installation. Visual inspections of a sample of insulation will occur annually.

Formulas and values in the DEA will be used to calculate the savings

ECM 12: AC 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 this AC Compressor controller project.

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

Pre-Installation Activities:

Verify that the AC Compressor does not have any controllers installed on them.

Post- Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed AC Compressor controllers to see if they meet the specifications of the contract in terms of quantity. Verify if they perform in accordance with functional tests.

Formulas and values in the DEA will be used to calculate the savings

ECM 13: 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 this Refrigeration Compressor controller project.

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

Pre-Installation Activities:

Verify that the Refrigeration Compressor does not have any controllers installed on them.

Post- Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed Refrigeration Compressor controllers to see if they meet the specifications of the contract in terms of quantity. Verify if they perform in accordance with functional tests.

Formulas and values in the DEA will be used to calculate the savings

ECM 14: Roof 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 this roof upgrade project.

Interaction: All thermal ECMs.

Verification Equipment: camera

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

Pre-Installation Activities:

A digital camera will primarily be used to document the pre-retrofit conditions of the existing roof.

Post-Installation Activities:

A digital camera will primarily be used to document the post-retrofit conditions of the roof. Visual inspections of a sample set for the remainder of the M&V services period.

Formulas and values in the DEA will be used to calculate the savings

ECM 15: Renewable Energy- Photovoltaic Generation

M&V Option: NEMVP-A (Short term)

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

Measuring Equipment: PV dashboard will log 15-minute interval data for kW, kWh and solar irradiance.

Interaction: Electrical System

Key Parameter	Measurement Frequency	Measurement Description (including sampling plan)
Electricity Generated (kW and kWh)	30-day period in the summer during performance year 1	The amount of electricity generated (kW and kWh) will be verified using data from the inverter. Measurements from all the panels installed by the project will be used.
Sunshine for Normalization (Measured as irradiance (kWh/m ²))	30-day period in the summer during performance year 1	Average expected Irradiance data for Long Island, NY is used to calculate the contract savings.

Month	Expected Irradiance in Long Island, NY Area (kWh/m ²)
January	61.6
February	80.3
March	129.7
April	147.1
May	169.3
June	178.4
July	185.4
August	162.8
September	133.4
October	99.4
November	61.0
December	53.8
Annual	1462.2

The energy production guarantee shall assume the monthly baseline (reference) solar irradiance as shown above. On a monthly basis, the average amount of electricity produced per kWh/m² of solar irradiance will be calculated and the savings will be adjusted accordingly:

$$kWh_{Adjusted} = (kWh_{measured}) \left(\frac{kWh/m^2_{contract}}{kWh/m^2_{measured}} \right) (\%RSS_{adjusted})$$

Where kWh/m² is the irradiance. The achieved dollar savings shown in Table 2.3 are based on the rates shown in Exhibit 6.

$$\%RSS_{Month} = \left(\frac{Irradiance (kWh/m^2)_{Month}}{Irradiance (kWh/m^2)_{Total}} \right)$$

Where %RSS_{month} = Percentage of the total annual solar resource for that month

Days_{month} = number of days in that month, Days_{offline} = number of days each inverter is offline

Panels_{offline} = number of panels offline, Panels_{total} = total number of panels installed

kWh impact of any production factors that occur during the measurement period will be accounted for with adjustments. Production factors are defined as events outside JCI control that has the effect of reducing kWh generation or failures in system operation due to maintenance that influences data collection and recording for complete and accurate data pertaining to production and weather. Other production factors include, but are not limited to, physical obstructions or interference with the solar irradiation of each array (i.e. over shadowing or shading), snow-frost-ice, utility grid outages, outages directed by the owner-customer, casualty events, Force Majeure events, theft, vandalism, equipment failure, DAS failure (lost connection or data), or utility system permit events (system disabled).

ECM 16: Renewable Energy- Photovoltaic Generation (VDER System)

M&V Option: NEMVP-A (Short term)

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

Measuring Equipment: PV dashboard will log 15-minute interval data for kW, kWh and solar irradiance.

Interaction: Electrical System

Key Parameter	Measurement Frequency	Measurement Description (including sampling plan)
Electricity Generated (kW and kWh)	30 day period in the summer during performance year 1	The amount of electricity generated (kW and kWh) will be verified using data from the inverter. Measurements from all the panels installed by the project will be used.
Sunshine for Normalization (Measured as irradiance (kWh/m ²))	30 day period in the summer during performance year 1	Average expected Irradiance data for Long Island, NY is used to calculate the contract savings.

Month	Expected Irradiance in Long Island, NY Area (kWh/m ²)
January	61.6
February	80.3
March	129.7
April	147.1
May	169.3
June	178.4
July	185.4
August	162.8
September	133.4
October	99.4
November	61.0
December	53.8
Annual	1462.2

The energy production guarantee shall assume the monthly baseline (reference) solar irradiance as shown above. On a monthly basis, the average amount of electricity produced per kWh/m² of solar irradiance will be calculated and the savings will be adjusted accordingly:

$$kWh_{Adjusted} = (kWh_{measured}) \left(\frac{kWh/m^2_{contract}}{kWh/m^2_{measured}} \right) (\%RSS_{adjusted})$$

Where kWh/m² is the irradiance. The achieved dollar savings shown in Table 2.3 are based on the rates shown in Exhibit 6.

$$\%RSS_{Month} = \left(\frac{Irradiance (kWh/m^2)_{Month}}{Irradiance (kWh/m^2)_{Total}} \right)$$

Where %RSS_{month} = Percentage of the total annual solar resource for that month

Days_{month} = number of days in that month, Days_{offline} = number of days each inverter is offline

Panels_{offline} = number of panels offline, Panels_{total} = total number of panels installed

kWh impact of any production factors that occur during the measurement period will be accounted for with adjustments. Production factors are defined as events outside JCI control that has the effect of reducing kWh generation or failures in system operation due to maintenance that influences data collection and recording for complete and accurate data pertaining to production and weather. Other production factors include, but are not limited to, physical obstructions or interference with the solar irradiation of each array (i.e. over shadowing or shading), snow-frost-ice, utility grid outages, outages directed by the owner-customer, casualty events, Force Majeure events, theft, vandalism, equipment failure, DAS failure (lost connection or data), or utility system permit events (system disabled).

ECM 17: Plug Load 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 Plug Load Controller project.

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

Pre-Installation Activities:

Verify that the equipment does not have any controllers installed on them.

Post- Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify installed Plug Load Controllers to see if they meet the specifications of the contract in terms of quantity. Verify if they perform in accordance with functional tests.

Formulas and values in the DEA will be used to calculate the savings

NEMVP Option B**Potential to Perform Verification and Continuous Performance Measurement**

Option B is for projects where: i) the potential to perform and generate savings needs to be verified, and ii) actual performance during the term of the Agreement needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus actual achieved energy savings during the term of the Agreement. Performance verification techniques involve engineering calculations with metering and monitoring. Option B:

- Confirms that the proper equipment/systems were installed and that they have the potential to generate the predicted savings
- Determines an energy (and cost) savings value using measured data taken as needed throughout the M&V term.

Methods employed in this option will involve the use of short or long-term measurement of one or more variables. Reference: NEMVP Version 1.0

Measured Project Benefits from the following Conservation Measures will be calculated using Option B.

Table 2.2.2: Option B Measures

ECM #	ECM	M&V Option
ECM 4.1	Energy Management System - Temperature Setback / Optimal Start	B
ECM 4.2	Energy Management System - Kitchen Hood Exhaust Fan Control	B

ECM 4.1: Energy Management System - Temperature Setback / 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 space temperatures and unit statuses affected by the energy project.

Measured Parameter: Continuous measurement of a sample set of space temperatures, space temperature set points, outdoor air temperature, and equipment on/off schedules and statuses.

Measuring Equipment: Energy Management System

Measurement Period: 15-minute samples

Measurement Frequency: Continuous measurement

Measurement and Verification Details:

Pre-Installation Activities:

A digital camera will primarily be used to document the pre-retrofit conditions.

Post-Installation Activities:

Energy Management system will continuously monitor a sample set of post-retrofit space temperatures, space temperature set points, outdoor air temperature, and equipment on/off schedules and statuses. The date-time stamp will be included to differentiate occupied/unoccupied and summer/winter periods.

Formulas and values in the DEA will be used to calculate the savings

ECM 4.2: Energy Management System - Kitchen Hood Exhaust Fan 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 Fan affected by this project.

Measured Parameter: Continuous measurement of time stamp and fan status.

Interaction: None..

Measuring Equipment: Energy Management System

Measurement Period: 15-minute samples

Measurement Frequency: Continuous measurement

Measurement and Verification Details:

Pre-Installation Activities:

A digital camera will primarily be used to document the pre-retrofit conditions.

Post-Installation Activities:

Energy Management system will continuously monitor time stamp and fan off/status..

Formulas and values in the DEA will be used to calculate the savings

EXHIBIT 3: MEASURED PROJECT BENEFITS

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

Table 2.3: Measured Project Benefits Summary

ECM#	ECM	Savings						
		Electric Use		Elect. Demand		Thermal		Total (\$)
		\$	kWh	\$	kW	\$	MMBtu	
ECM 1	Lighting - Interior Retrofit	\$296,186	1,673,534	\$91,031	578	(\$33,931)	(3,039)	\$353,287
ECM 2	Lighting - Exterior Retrofit	\$13,685	78,840	\$0	-	\$0	-	\$13,685
ECM 3	Building Envelope - Weatherization	\$2,866	16,128	\$0	-	\$23,312	2,090	\$26,178
ECM 4.1	Energy Management System - Temperature Setback / Optimal Start	\$62,193	348,596	\$0	-	\$62,347	5,557	\$124,540
ECM 4.2	Energy Management System - Kitchen Hood Exhaust Fan Control	\$6,105	34,490	\$0	-	\$16,118	1,390	\$22,223
ECM 5	Condensing Unit/RTU Replacement	\$51,520	287,826	\$0	-	\$0	-	\$51,520
ECM 6	Pumping System - VFD on HW Pumps	\$18,114	105,077	\$0	-	\$0	-	\$18,114
ECM 7	Energy Efficient Motors Replacement	\$7,965	46,373	\$942	57	\$0	-	\$8,907
ECM 8	Heating System - Burners Replacement	\$0	-	\$0	-	\$62,408	5,566	\$62,408
ECM 9	Heating System - DHW Controllers	\$0	-	\$0	-	\$4,007	358	\$4,007
ECM 10	Heating System - Steam Trap Replacement	\$0	-	\$0	-	\$62,468	5,433	\$62,468
ECM 11	Heating System - Pipe and Valve Insulation	\$0	-	\$0	-	\$22,722	2,003	\$22,722
ECM 12	AC Compressor Controllers	\$14,577	82,320	\$0	-	\$0	-	\$14,577
ECM 13	Refrigeration Compressor Controllers	\$1,383	7,715	\$0	-	\$0	-	\$1,383
ECM 14	Roof Upgrades	\$1,583	8,722	\$0	-	\$10,209	892	\$11,792
ECM 15	Renewable Energy- Photovoltaic Electric Generation	\$198,504	1,083,067	\$0	-	\$0	-	\$198,504
ECM 16	Renewable Energy- Photovoltaic Electric Generation VDER	\$228,025	1,600,176	\$0	-	\$0	-	\$228,025
ECM 17	Plug Load Controllers	\$44,183	248,915	\$0	-	\$0	-	\$44,183
	Total	\$946,889	5,621,779	\$91,973	636	\$229,662	20,249	\$1,268,524

EXHIBIT 4: OPERATIONAL & MAINTENANCE (O&M) & REBATE PROJECT BENEFITS**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 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. The operating hours are not expected to change. The average annual savings for all schools is determined to be \$57,354.

Energy Management System Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing controls system and all associated components versus the controls. The average annual savings for the Energy Management System is determined to be \$110,000.

Burner Operational Cost Avoidance is calculated by comparing the cost of repairing the existing burners versus the newly installed burners. The reduction in repairs of the new burners is deemed to be cost avoidance. The average annual savings for all schools is determined to be \$101,200.

Condensate receiver and vacuum pumps Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing receiver and pumps versus the newly installed receiver and pumps. The reduction in repairs of the new receiver and pump is deemed to be cost avoidance. The average annual savings for all schools is determined to be \$2,000.

RTU Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing RTUs versus the newly installed RTUs. The reduction in repairs of the new RTUs is deemed to be cost avoidance. The average annual savings for all schools is determined to be \$19,500.

Roof Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing roofs versus the updated roofs. The reduction in repairs of the updated roof is deemed to be cost avoidance. The average annual savings for all schools is determined to be \$25,000.

Total Operational and Maintenance Cost Avoidance: \$315,054.

The O&M savings are based on the scope of work as well as discussions with the customer. The customer agrees that the O&M Project Benefits are reasonable and supportable, and that the installation of the Improvement Measures will enable the Customer to take actions that will result in the achievement of such O&M Project Benefits.

Energy Rebates/Incentives:

Rebates: \$96,490

Total Rebates: \$96,490

JCI hereby guarantees that the customer will receive a total rebate amount of \$96,490, and if the Customer receives a rebate less than the guaranteed amount then JCI will pay the difference to the customer. All rebates and incentives shall inure to the benefit of Customer. These rebates include rebates/incentives/credits that are awarded by the utility companies or the government to the customer as a result of the installation of this Energy Performance Contract. All rebates and/or incentives shall be payable to Customer. JCI shall be responsible for assuring that

said rebates/incentives are distributed to Customer. JCI anticipates the rebates will be secured during the implementation period however due to the program structure some of the money may be procured during Year 1. No shortfall will be paid if the total rebates match the guaranteed amount, regardless of when they are received.

Solar Investment Tax Credit Direct Pay ("ITC") under Inflation Reduction Act ("IRA"): \$1,840,000
 ("ITC Amount")

The parties agree the solar photovoltaic scope of Work is eligible for the ITC under the Inflation Reduction Act of 2022, as amended; and pursuant to the IRA, Customer as a tax-exempt entity, may elect to receive direct payment in exchange for the ITC.

As may be reasonably requested, JCI agrees to assist Customer by providing information on project implementation for claiming an ITC and pursuing a direct payment. The submittal and contents of documentation to claim an ITC and pursue a direct payment, including, but not limited to, pre-registration, tax, or compliance documentation, are the responsibility of Customer. Customer agrees Customer is responsible for computing and verifying the ITC Amount it ultimately claims.

JCI agrees Customer shall be entitled to an ITC Amount as outlined in Schedule 2 attributable to implementation of the solar photovoltaic scope of the Work, provided Customer timely satisfies its responsibilities and conditions to eligibility under this Agreement, the IRA, and other applicable Law. The ITC Amount is subject to an equitable adjustment in the event of any material changes in the scope of the Work or applicable Law, including without limitation new or changed interpretations of law and administrative guidance; Customer, third-party or inter-governmental delays, acts, or omissions; or revised appropriation of funds by the federal government. For avoidance of doubt, JCI is not responsible for delays in Customer's receipt of an ITC direct payment, ITC recapture, unavailability of federal funds, or changes in the ITC program or other applicable Laws, regulations, guidance, or interpretations.

Customer agrees to take such action necessary for achievement of an ITC direct payment and provide JCI information regarding Customer's receipt of ITC funds upon request for measurement and verification. Customer acknowledges that its receipt of an ITC direct payment as a result of the project may vary from guaranteed amounts based on certain factors that include, without limitation, Customer's eligibility for bonus amounts, use of tax-exempt financing, Customer's receipt of other incentives, tax deductions, or tax credits associated with the Work, and forthcoming federal guidance, which are not the responsibility of JCI and shall not constitute a Project Benefits Shortfall or an obligation of JCI to make a Project Benefits Shortfall payment. Notwithstanding any provision to the contrary in this Agreement, including Schedule 2, no Project Benefits Shortfall will be paid if the total direct payment ITC Amount as a result of the project and received by Customer, equals or exceeds the ITC Amount regardless of when the federal government distributes such funds.

The parties acknowledge in the event the Project does not begin construction, as proscribed by the IRA or applicable Law, prior to December 31, 2025 ("Safe Harbor"), certain IRA requirements may apply to the ITC that the parties acknowledge and agree are not currently contemplated by or part of the Project, including certain foreign entity of concern requirements ("FEOC") associated with the solar photovoltaic scope of Work. In the event construction does not begin and satisfy the Safe Harbor as proscribed by the IRA or applicable Law, including any changes to the Safe Harbor enacted after entry into this Agreement, prior to December 31, 2025, JCI is not responsible for and has no liability associated with Customer not qualifying for or receiving the ITC Amount, and for purposes of clarity, no Project Benefits Shortfall will be owed by JCI.

In such event, Customer and JCI shall meet to review an acceptable resolution to any reduction or elimination in the ITC Amount, which may, as mutually agreed to, take the form of a reduction in the scope of Work and price of the project, implementing changes to the scope of Work, including, but not limited to, meeting FEOC and/or domestic content requirements to qualify for the ITC subject to any equitable adjustment in price to reflect price increases, or other mutually agreed to resolutions, which shall be reflected in an amendment to the Agreement, schedules, or exhibits. In the event the parties do not reach an agreeable resolution after sixty (60) days, either

Schedule 2

party may terminate the Agreement for convenience, in which event JCI will be paid for costs and expenses incurred in connection with the Work and reasonable costs and expenses attributable to such termination.

The parties acknowledge JCI is not providing tax, accounting, legal, or municipal security advice. All funds received from an ITC direct payment from the project, including amounts in excess of the ITC Amount, shall be included in the Annual Project Benefits Realized.

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 material change, whether before or during the Guarantee Period, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual material 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 Period that reasonably could be expected to have a material change in the amount of Project Benefits realized under this Agreement.

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

Such a change or condition need not be identified in the Baseline in order to permit JCI to propose an adjustment to the Baseline and/or the Annual Project Benefits, subject to mutual agreement of the parties. If JCI: (1) does not receive the notice within the time period specified above and JCI notifies the Customer of a suspected material change, expansion, addition or condition that may require an adjustment to the baseline; and (2) is required to travel to either Customer's location or the project site to determine the nature and scope of such changes because Customer did not respond to the notification within ten (10) business days; and (3) JCI can prove a proposed material change(s) exists, as set forth above that warrants an equitable adjustment to the Baseline and/or Annual Project Benefits, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the proposed change(s), plus all reasonable and documented out-of-pocket expenses, including travel costs. 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, only if there has been the mutual agreement of the parties. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the proposed impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and propose a change to the Baseline and/or Annual Project Benefits, provided, however, no change in the Baseline or Annual Project Benefits may be made without Customer's express written agreement, such agreement not to 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 for each type of utility represents the 12-month average utility costs from January 2022 to December 2022.

Table 2.6.1: Baseline Electrical Consumption Data & Rates

Name	Electric Usage and Cost					
	Demand kW	Avg kW Cost	Electric Usage kWh	Usage kWh Cost	Unblended \$/kWh	Total Electric Cost
High School	592	\$16.30	2,593,220	\$440,274	\$0.17	\$556,044
Oregon Middle School	130	\$15.80	455,340	\$82,645	\$0.18	\$107,267
Saxton Middle School	183	\$16.78	717,668	\$133,923	\$0.19	\$170,813
South Ocean Middle School	138	\$16.28	498,040	\$93,946	\$0.19	\$120,932
Barton Elementary School	127	\$16.09	528,320	\$93,448	\$0.18	\$117,890
Bay Elementary School	85	\$17.78	281,599	\$49,806	\$0.18	\$67,857
Canaan Elementary School	101	\$17.84	358,960	\$58,493	\$0.16	\$80,039
Eagle Elementary School	95	\$15.69	371,100	\$67,661	\$0.18	\$85,460
Medford Elementary School	88	\$17.93	352,814	\$58,660	\$0.17	\$77,496
River Avenue Elementary School	66	\$16.85	225,708	\$45,610	\$0.20	\$58,919
Tremont Elementary School	64	\$16.14	242,526	\$47,156	\$0.19	\$59,504
District Office	23	\$17.87	53,400	\$9,994	\$0.19	\$14,838
	1,689		6,678,695	\$1,181,617	\$0.18	\$1,517,059

The above rates shown in Table 2.6.1 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 3.5% escalated floor rates 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

$$DR = \Sigma TKC_{1-12} \div \Sigma TKWH_{1-12}$$

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 Value of Energy Distribution Resources (VDER) Rates

Building	VDER Rate (\$/kWh)
High School	\$0.14

The above rates shown in Table 2.6.2 will be known as **Floor VDER Rates** for the purpose of the Assured Performance Guarantee. Utility's VDER rates are expected to increase every year. In the event that the VDER rates are lower than the above baseline VDER rates, the 3.5% escalated floor VDER rates will be substituted for the annual calculated rate.

Table 2.6.2: Baseline Gas Consumption Data & Rates

Name	Nat Gas Usage and Cost		
	Gas Usage Therms	Gas Cost	Cost per Therm
High School	254,453	\$266,624	\$1.05
Oregon Middle School	62,016	\$71,393	\$1.15
Saxton Middle School	102,411	\$113,809	\$1.11
South Ocean Middle School	62,877	\$71,729	\$1.14
Barton Elementary School	45,983	\$54,230	\$1.18
Bay Elementary School	63,459	\$73,914	\$1.16
Canaan Elementary School	48,276	\$56,556	\$1.17
Eagle Elementary School	58,027	\$66,237	\$1.14
Medford Elementary School	79,508	\$89,563	\$1.13
River Avenue Elementary School	40,646	\$48,841	\$1.20
Tremont Elementary School	41,079	\$49,209	\$1.20
District Office	5,631	\$8,709	\$1.55
	864,366	\$970,812	\$1.12

The above rates shown above in Table 2.6.2 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 3.5% escalated floor rates 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

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

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.

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:**Daily occupied hours

School/Building	Existing			Proposed		
	Midnight - 8 AM	8 AM - 4 PM	4 PM - Midnight	Midnight - 8 AM	8 AM - 4 PM	4 PM - Midnight
High School	2	8	8	1	8	8
Oregon Middle School	2	8	8	1	8	8
Saxton Middle School	2	8	8	1	8	8
South Ocean Middle School	2	8	8	1	8	8
Barton Elementary School	2	8	8	1	8	8
Bay Elementary School	2	8	8	1	8	8
Canaan Elementary School	2	8	8	1	8	8
Eagle Elementary School	2	8	8	1	8	8
Medford Elementary School	2	8	8	1	8	8
River Avenue Elementary School	2	8	8	1	8	8
Tremont Elementary School	2	8	8	1	8	8
District Office	2	8	8	1	8	8

Weekly occupancy schedule

Day	Existing											
	Days of the Week											
	High School	Oregon Middle School	Saxton Middle School	South Ocean Middle School	Barton Elementary School	Bay Elementary School	Canaan Elementary School	Eagle Elementary School	Medford Elementary School	River Avenue Elementary School	Tremont Elementary School	District Office
Monday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Tuesday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Wednesday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Thursday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Friday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Saturday	Occupied	Occupied	Occupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Occupied	Unoccupied	Unoccupied	Unoccupied
Sunday	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied

Day	Proposed											
	Days of the Week											
	High School	Oregon Middle School	Saxton Middle School	South Ocean Middle School	Barton Elementary School	Bay Elementary School	Canaan Elementary School	Eagle Elementary School	Medford Elementary School	River Avenue Elementary School	Tremont Elementary School	District Office
Monday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Tuesday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Wednesday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Thursday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Friday	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied	Occupied
Saturday	Occupied	Occupied	Occupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Occupied	Unoccupied	Unoccupied	Unoccupied
Sunday	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied	Unoccupied

Monthly occupancy schedule

Month	Existing											
	Weeks Per Month											
	High School	Oregon Middle School	Saxton Middle School	South Ocean Middle School	Barton Elementary School	Bay Elementary School	Canaan Elementary School	Eagle Elementary School	Medford Elementary School	River Avenue Elementary School	Tremont Elementary School	District Office
Jan	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Feb	4.00	4	4	4	4	4	4	4	4	4	4	4
Mar	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Apr	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29
May	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Jun	2	2	2	2	2	2	2	2	2	2	2	2
Jul	0	0	0	0	0	0	0	0	0	0	0	0
Aug	0	0	0	0	0	0	0	0	0	0	0	0
Sep	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29
Oct	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Nov	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29
Dec	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43

Month	Proposed											
	Weeks Per Month											
	High School	Oregon Middle School	Saxton Middle School	South Ocean Middle School	Barton Elementary School	Bay Elementary School	Canaan Elementary School	Eagle Elementary School	Medford Elementary School	River Avenue Elementary School	Tremont Elementary School	District Office
Jan	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Feb	4.00	4	4	4	4	4	4	4	4	4	4	4
Mar	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Apr	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29
May	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Jun	2	2	2	2	2	2	2	2	2	2	2	2
Jul	0	0	0	0	0	0	0	0	0	0	0	0
Aug	0	0	0	0	0	0	0	0	0	0	0	0
Sep	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29
Oct	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Nov	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29	4.29
Dec	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43

Space temperature setpoints

School/Building	Summer Inside Setpoint (°F)			
	Existing Occupied	Existing Unoccupied	Proposed Occupied	Proposed Unoccupied
High School	72	78	76	80
Oregon Middle School	72	78	76	80
Saxton Middle School	72	78	76	80
South Ocean Middle School	72	78	76	80
Barton Elementary School	72	78	76	80
Bay Elementary School	72	78	76	80
Canaan Elementary School	72	78	76	80
Eagle Elementary School	72	78	76	80
Medford Elementary School	72	78	76	80
River Avenue Elementary School	72	78	76	80
Tremont Elementary School	72	78	76	80
District Office	72	78	76	80

School/Building	Winter Inside Setpoint (°F)			
	Existing Occupied	Existing Unoccupied	Proposed Occupied	Proposed Unoccupied
High School	72	65	68	60
Oregon Middle School	72	65	68	60
Saxton Middle School	72	65	68	60
South Ocean Middle School	72	65	68	60
Barton Elementary School	72	65	68	60
Bay Elementary School	72	65	68	60
Canaan Elementary School	72	65	68	60
Eagle Elementary School	72	65	68	60
Medford Elementary School	72	65	68	60
River Avenue Elementary School	72	65	68	60
Tremont Elementary School	72	65	68	60
District Office	72	65	68	60

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 to Customer within 60 days of the commencement of the Guarantee Period.
2. Within 60 days of each anniversary of the commencement of the Guarantee Period, JCI will provide Customer with an annual 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 M&V Services Period, 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. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final 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 JCI in connection with Project Benefit calculations. JCI 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, JCI 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 timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing the following information with respect to the project and project site as soon as practicable following JCI's written request:
 - a) surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 - b) geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
 - c) temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
 - d) a legal description of the project site;
 - e) as-built and record drawings of any existing structures at the project site; and
 - f) environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;
7. 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;
8. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within seven (7) days of Customer receipt and/or generation or JCI's request therefor;
9. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
10. Providing and installing utility sub-meters on all new construction and/or additions built during the M&V Services Period as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
11. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment, including any requirements by PSEG for any communication lines for the Solar PV measure;
12. 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; and
13. If any equipment that is being controlled under this contract is changed out, ensuring any controls and controls programming is moved to the new equipment.

PRICE AND PAYMENT TERMS

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

1. **Total Agreement Price.** The total cost of the project, including payment for JCI, the Architect/Engineer and the Construction Manager is **\$30,203,165**.

Johnson Controls, Inc.:	\$28,526,824
Architect/Engineer:	\$1,426,341
Construction Manager:	\$250,000
Total	\$30,203,165

The total price to be paid by Customer for the Work, including payment for JCI (\$28,526,824) and the Engineer (\$1,426,341) is **\$29,953,165**.

Customer is responsible to make payments directly to the Construction Manager. The payment to the Construction Manager is **\$250,000**.

Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due: 30% down payment or \$8,985,950 due upon SED approval, customer's securing of acceptable financing, and the issuance of the Notice to Proceed. Balance shall be invoiced monthly using AIA Invoice format.

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 Invoice format. JCI must attach certified payrolls to each application for payment, together with supporting documents as required by the Customer and Architect.

JCI understands that, due to District cycles, payment timelines must be flexible. Therefore, payments are due upon Customer's receipt of JCI's invoice and shall be paid within forty-five (45) days. Invoicing disputes must be identified in writing within thirty (30) days of the date of the invoice. Payment of disputed amounts are due and payable upon resolution. All other amounts remain due within forty-five (45) days. Payment is a condition precedent to JCI's obligation to perform the Work hereunder.

Customer's failure to make payments when due, after written notice thereof to Customer and an additional thirty (30) day period to cure, will give JCI, without prejudice to any other right or remedy, the right to stop performing any Work or M&V Services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement.

2. **Payments for Architectural/Engineering Services.** JCI shall be responsible for making payments directly to the BBS Architects + Engineers (BBS) as set forth herein. The total fee to be paid to the Architect/Engineer is \$1,426,341. JCI will make payments to BBS according to the following schedule:

- a. 25% upon full execution of this Agreement;
- b. 25% upon submittal of plans and specifications to SED;
- c. 25% upon approval of plans and specifications by the SED; and
- d. 25% upon full execution of the Certificate of Final Completion.

Each of the payments shall be made to BBS within forty-five (45) days of receipt of the invoice for payment from BBS.

Schedule 4

3. **Payments for Construction Manager Services.** Customer shall be responsible for making payments directly to Park East Construction Corp ("PEC") as set forth herein. The total fee to be paid to the PEC is \$250,000. Customer will make payments to PEC, following JCI's receipt of the Notice to Proceed.
4. **M&V Services.** M&V Services for the project from the construction period through Year 5 are included at no additional cost. M&V Services will be performed as detailed in Schedule 2. For M&V Services beyond Year 5, the Customer can request a proposal for additional years of M&V Services for which the price will be negotiated at that time.

NOTICE TO PROCEED

Johnson Controls, Inc.
35 Arkay Drive, Suite 100
Hauppauge, NY 11788.

ATTN: Kieran Moran

Re: **Notice to Proceed for PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT**

This Notice to Proceed is being issued by PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT ("Customer" or "District") 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.

The parties' obligations under the Performance Contract are contingent upon written approval of the New York State Education Department ("SED"), the requirements of the Regulations of the Commissioner of Education, Section 155.20 and the Customer securing financing as set forth within Paragraph 33 of the Agreement. The Customer acknowledges that in executing this Notice to Proceed the Customer is representing that it has received written approval from SED and secured financing in accordance with Paragraph 33 of the Agreement.

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.

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CHANGE ORDER

Performance Contract dated _____, 20____ between Johnson Controls, Inc. and Customer	Change Order No. _____	Date (mo/day/yr) _____
Customer Patchogue-Medford Union Free School District		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
Total amount of this Change Order	\$ _____	
Total Performance Contract amount as revised by this Change Order		
Total Performance Contract amount as revised by this Change Order		\$ _____
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:		(mo, day, yr) _____
[check if applicable] Assured Performance Guarantee changed as follows:		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
JOHNSON CONTROLS, INC.	Patchogue-Medford Union Free School District	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
35 ARKAY DRIVE, SUITE 100
HAUPPAUGE, NY 11788.

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT ("CUSTOMER" or "DISTRICT")
241 SOUTH OCEAN AVENUE
PATCHOGUE, NY 11772

PROJECT: Patchogue-Medford Union Free School District Performance Contract dated _____, 202_ between JCI and Customer

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

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
 - ☐ punch list attached
 - ☐ punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 20__.

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
 35 ARKAY DRIVE, SUITE 100
 HAUPPAUGE, NY 11788

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT ("CUSTOMER" or "DISTRICT")
 241 SOUTH OCEAN AVENUE
 PATCHOGUE, NY 11772

PROJECT: PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT ; 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: _____

BBS Architects + Engineers

By: _____ Date: _____

Printed Name: _____

Dated _____, 20__ .

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT 4 – Lighting Line x Line
(Patchogue – Medford Schools Rev B1 (9-30-24))**

ATTACHMENT 5 – INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, JCI hereby agrees to effectuate the naming of the Patchogue-Medford Union Free School District ("District") and the Architect/Engineer as an Additional Insured on JCI's insurance policies for Commercial General Liability, Automobile Liability, and umbrella policies required by the Agreement, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District and the Architect/Engineer as Additional Insureds shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted or licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers and the Architect/Engineer including a waiver of subrogation to the extent of JCI's negligence in favor of the District for all coverages including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by JCI (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
 - b. At the District's request, JCI shall provide a copy of the declaration page of the commercial general liability a with a list of endorsements and forms. If requested, JCI will provide a copy of the policy endorsements and forms.
 - c. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - d. No policies containing escape clauses or exclusions contrary to the District's interests will be accepted.
 - e. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted.
4. Deductibles or self-insured retentions are the sole accountability of JCI.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
 \$2,000,000 per Occurrence/\$4,000,000 Aggregate
 \$2,000,000 Products and Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$100,000 Fire Damage
 \$10,000 Medical Expense
 The general aggregate shall apply on a per-project basis.

b. **Districts Contractors Protective (OCP) Insurance**

For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only; \$1,000,000 per occurrence, \$2,000,000 aggregate with the District as the Named Insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet); \$2,000,000 per occurrence, \$4,000,000 aggregate with the District as the Named Insured.

If the District chooses to accept a non-admitted or non-licensed carrier in NYS for General Liability, Auto or Umbrella/Excess Coverages, the required limits of coverage for the OCP is \$2,000,000 per occurrence, \$4,000,000 aggregate.

The District will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

c. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

e. **Builder's Risk**

Must be purchased and maintained by the District to include interest of the District, JCI, Subcontractors and Sub-subcontractors jointly. The limit must reflect the total completed value (all material and labor costs) and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood. Coverage will remain in effect until the District is the only entity that has an insurable interest in the property.

f. **Umbrella/Excess Insurance**

\$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000.

\$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

g. **Asbestos/Lead Abatement/Pollution Liability Insurance**

If the Project involves JCI Hazardous Materials, \$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for JCI'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 clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If JCI is using motor vehicles for transporting hazardous materials, JCI shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

h. **Testing Company Errors and Omission Insurance**

Attachment 5

\$1,000,000 per claim/\$2,000,000 aggregate for the testing and other professional acts of JCI performed under the Contract with the District.

6. JCI acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. JCI is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.
7. **Subcontractors are subject to the same terms and conditions as stated above and must submit same to the District for approval prior to the start of any work.**
8. In the event the JCI fails to obtain the required certificates of insurance from its subcontractors and a claim is made or suffered, JCI shall indemnify, defend, and hold harmless the District, its Board, employees and volunteers 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 provided in the Agreement.**