

**CONTRACT AMENDMENT**

This Amendment (the "Amendment") is made this 27th day of May 2020 by and between:

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

and

CONNETQUOT CENTRAL SCHOOL DISTRICT ("CUSTOMER")  
780 OCEAN AVENUE  
BOHEMIA, NY 11716

**RECITALS**

**WHEREAS**, JCI and Customer are parties to a Performance Contract, dated April 16, 2019 (the "Agreement");

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

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

1. The Agreement shall be amended in accordance with the following:
  - a. **On Page 2, under "Agreement Documents" of the Agreement, replace Attachment 4 – Lighting line-by-line with the following:**

Attachment 4 – Line by Line for Connetquot School District (1-16-2020)

- b. **On Page 15 of the Agreement, under ECM 1- Lighting – Fixture Retrofit with Integrated Controls remove the table in its entirety and replace with the following:**

<b>Summary by Building:</b>	<b># of Pre-Fixtures</b>	<b># of Post Fixtures</b>	<b># of "NO" Retrofits</b>
Connetquot High School	3720	3518	208
Oakdale-Bohemia Middle School	1711	1546	165
Ronkonkoma Middle School	1821	1584	237
Bosti Elementary School	1048	944	104
Cherokee St. Elementary School	1250	970	280
Duffield Elementary School	705	585	120
Idle Hour Elementary School	923	629	294

Pearl Elementary School	811	775	36
Slocum Elementary School	705	670	35
Sycamore Avenue Elementary School	1026	968	58
Admin/Transportation Building	467	435	32
Arthur E. Premm Learning Center	567	518	49
<b>Lighting Project</b>	<b>14754</b>	<b>13142</b>	<b>1618</b>

- c. On Page 15 of the Agreement, under ECM 2- Lighting – Exterior Fixture Retrofit remove the table in its entirety and replace with the following:

Summary by Building:	# of Pre-Fixtures	# of Post Fixtures	# of "NO" Retrofits
Connetquot High School	161	77	84
Oakdale-Bohemia Middle School	136	110	26
Ronkonkoma Middle School	127	99	28
Bosti Elementary School	91	73	18
Cherokee St. Elementary School	106	91	15
Duffield Elementary School	50	27	23
Idle Hour Elementary School	71	60	11
Pearl Elementary School	65	53	12
Slocum Elementary School	62	39	23
Sycamore Avenue Elementary School	54	36	18
Admin/Transportation Building	47	19	28
Arthur E. Premm Learning Center	40	31	9
<b>Lighting Project</b>	<b>1010</b>	<b>715</b>	<b>295</b>

- d. On Pages 30 - 34 of the Agreement, under ECM 11: Renewable Energy – Photovoltaic Electric Generation, remove the contents of the pages and replace with the following.

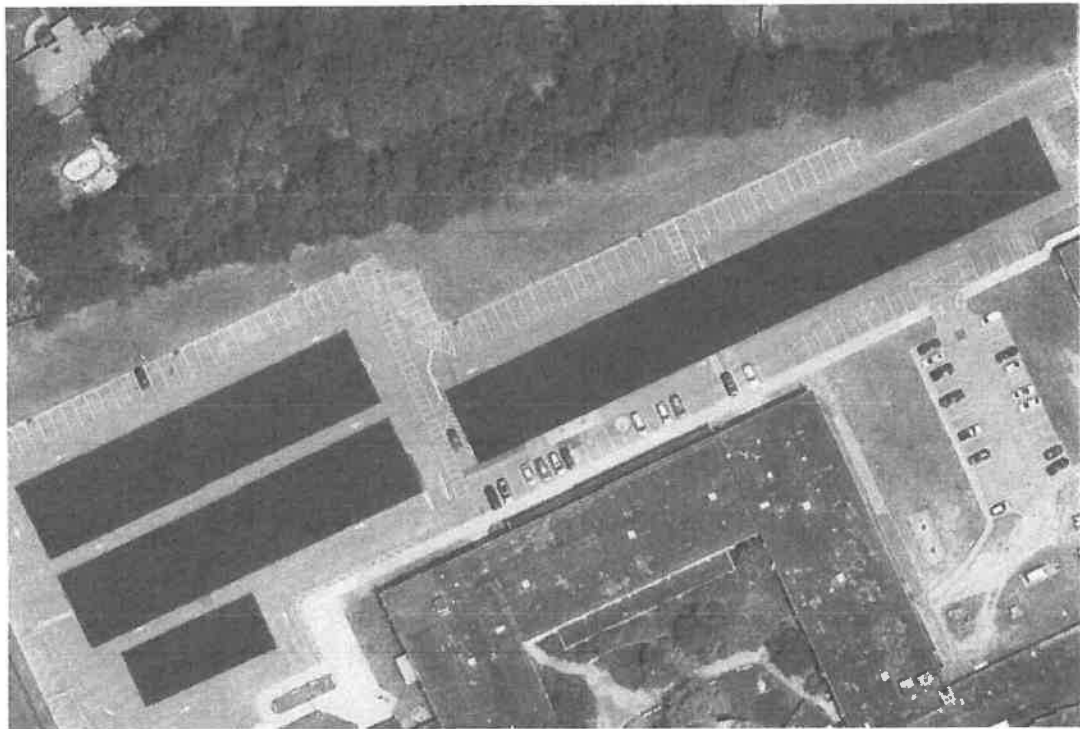
The new photovoltaic electrical generation systems that will interconnect with the existing electrical distribution systems at each location specified below.

Johnson Controls will furnish and install 3.303 MW of photovoltaics system throughout the district per the table below.

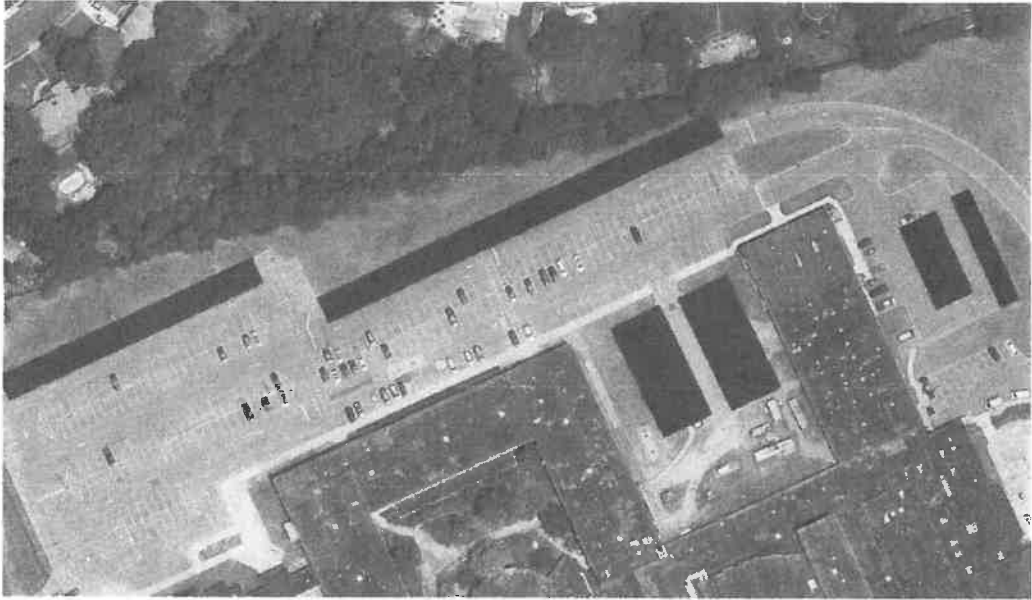
Building	Roof Type	Roof Mount (kW)	Carport (kW)	Total (kW)
Connetquot High School	Johns Manville EPDM	-	1,701.1	1,701.1
Oakdale-Bohemia Middle School	Wind Vented 90Mil / 60 Mil EPDM	-	286.4	286.4
Ronkonkoma Middle School	Wind Vented 90Mil / 60 Mil EPDM	-	239.0	239.0

Bosti Elementary School	Wind Vented 90Mil EPDM	-	239.0	239.0
Cherokee St. Elementary School	Wind Vented 90Mil EPDM	155.2	-	155.2
Idle Hour Elementary School		22.4	-	22.4
Pearl Elementary School	Johns Manville EPDM	152.7	-	152.7
Slocum Elementary School	Wind Vented 90Mil EPDM	197.5	-	197.5
Sycamore Avenue Elementary School	Johns Manville EPDM		310.0	310.0
<b>Total</b>		<b>527.8</b>	<b>2,775.5</b>	<b>3,303.3</b>

The following depictions are the preliminary solar layouts for each location.



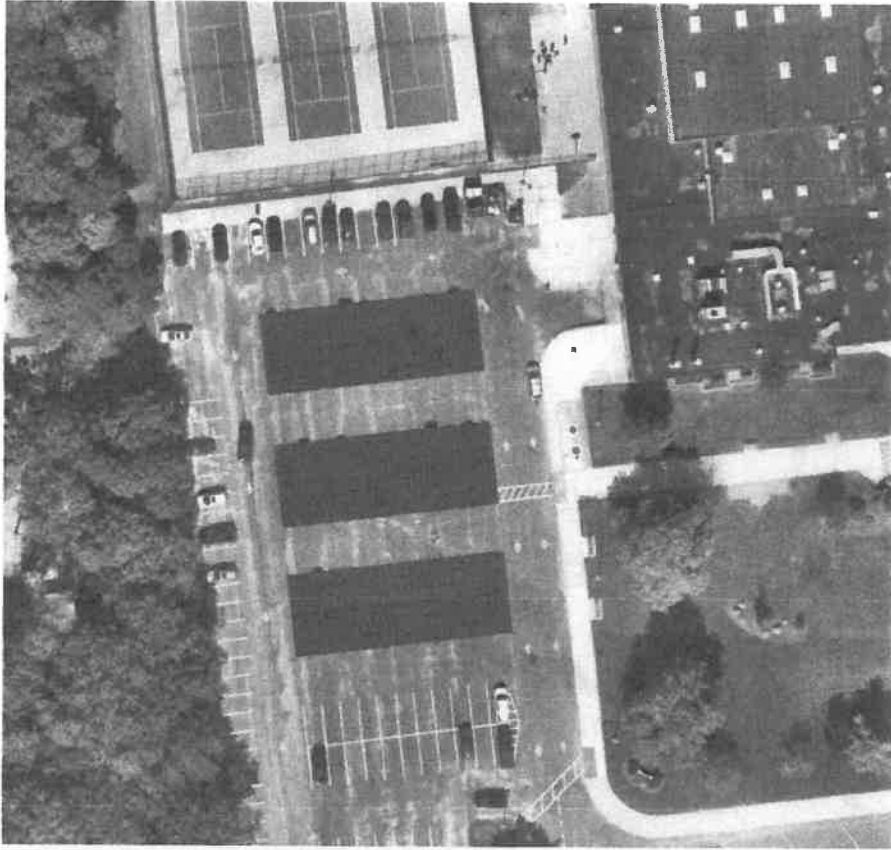
**Connetquot High School (998.5 KW)**



**Connetquot High School (702.6 KW)**



**Oakdale - Bohemia Middle School (286.4 kW)**



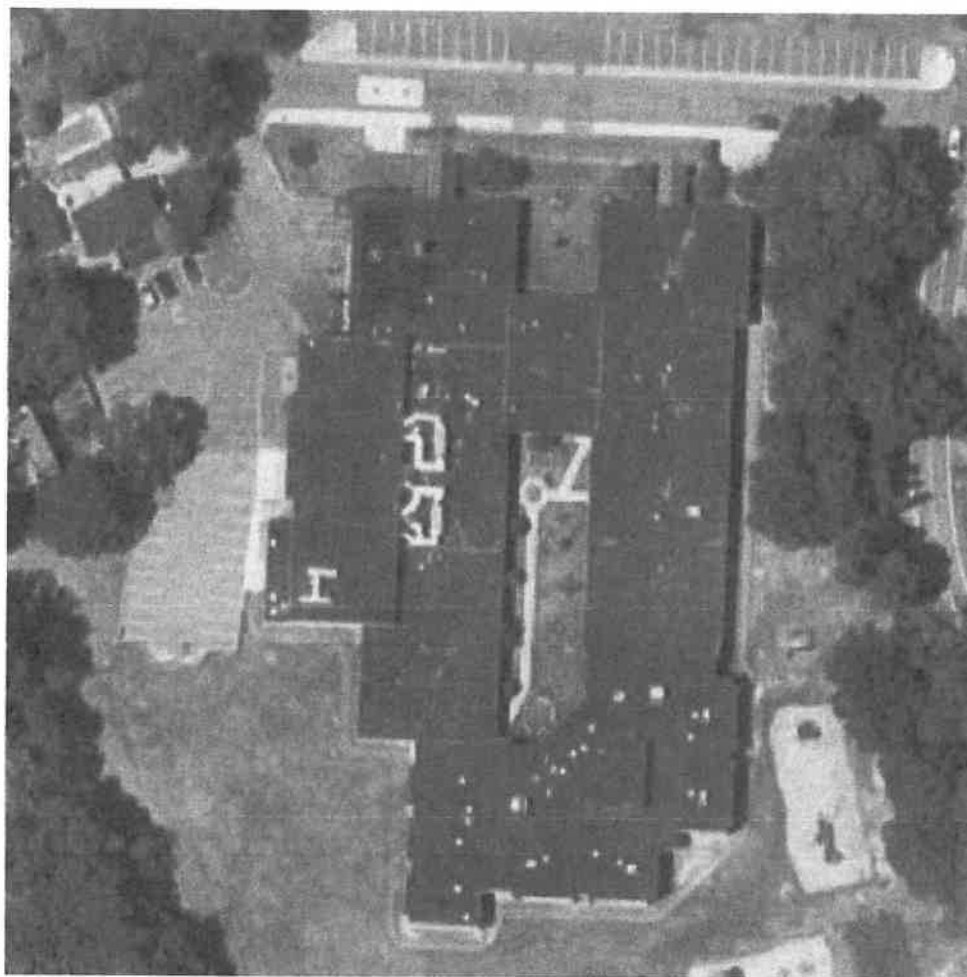
**Ronkonkoma Middle School (239 kW)**



**Bosti Elementary School (239 kW)**



**Cherokee Street Elementary School (155.2 kW)**

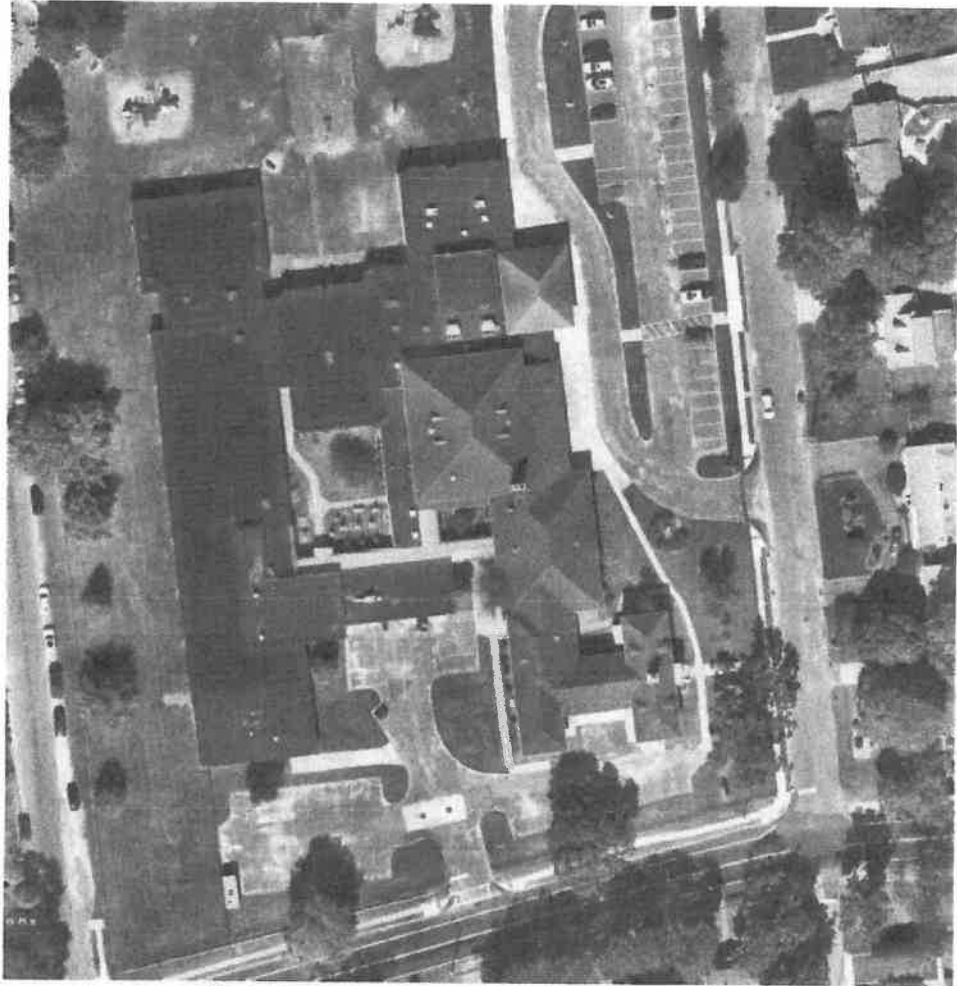


**Idle Hour Elementary School (22.4 kW)**

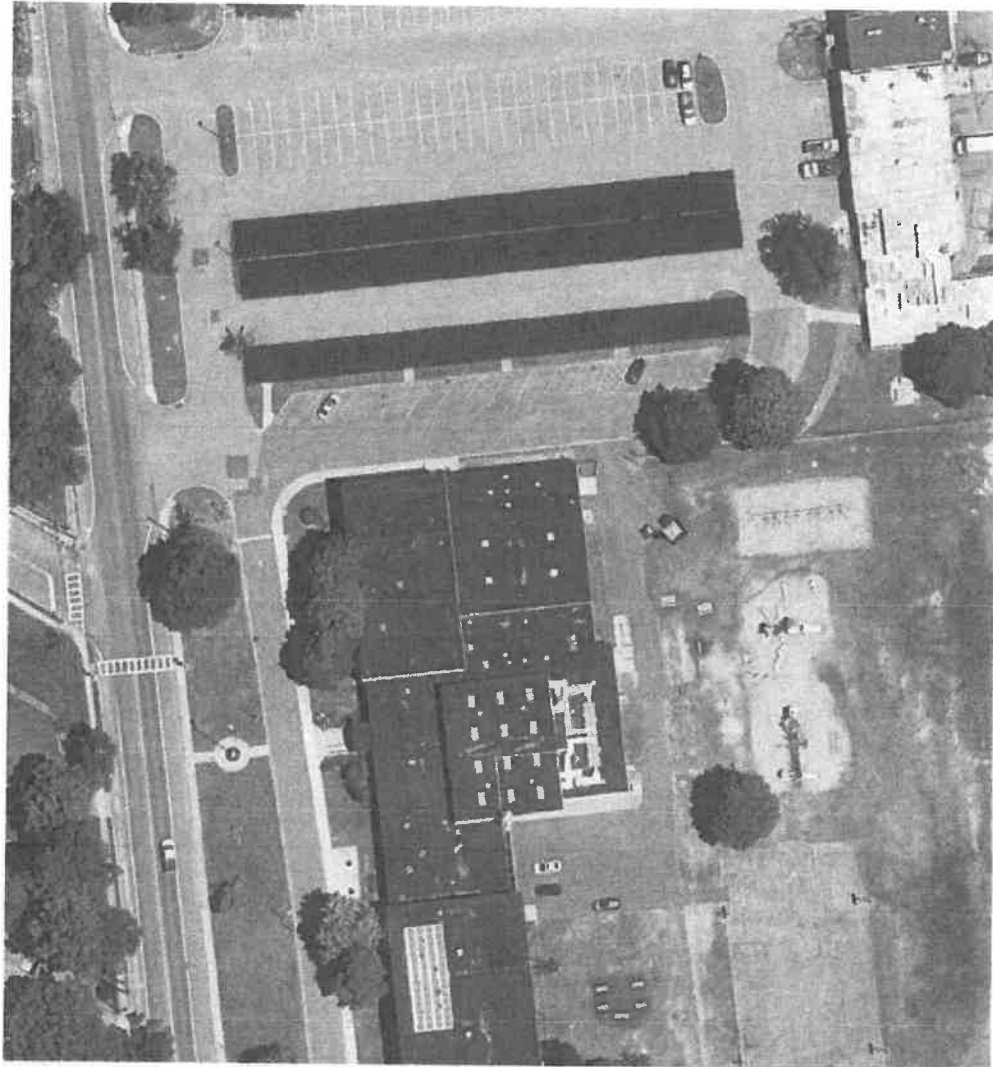


**Pearl Elementary School (152.7 kW)**





**Slocum Elementary School (197.5 kW)**



**Sycamore Ave Elementary School (310 kW)**

- e. **On Page 35 of the Agreement, under ECM 11: Renewable Energy – Photovoltaic Electric Generation, in the last sentence in the first paragraph remove the value 3.742 MW and replace with the following:**

**3.303 MW**

- f. **On Page 49 of the Agreement, under Exhibit 1: Total Project Benefits delete the paragraph and Table 2.1.2 in its entirety and replace with following:**

Subject to the terms and conditions of this Agreement JCI guarantees that Customer will achieve a total of \$22,144,392 in Measured Project Benefit (Utility Cost Avoidance Measurable Savings), \$2,313,865 in Operations and Maintenance Cost Avoidance, and \$368,523 in Energy Rebates during the term of this Agreement, for Total Guaranteed Project Benefits of \$24,826,780 as set forth in the Total Project Benefits Table below.

**Total Project Benefits**

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate-Non-Recurring Savings	Total Guaranteed Project Benefits
1	\$1,034,190	\$128,548	\$368,523	\$1,531,260
2	\$1,054,873	\$128,548		\$1,183,422
3	\$1,075,971	\$128,548		\$1,204,519
4	\$1,097,490	\$128,548		\$1,226,038
5	\$1,119,440	\$128,548		\$1,247,988
6	\$1,141,829	\$128,548		\$1,270,377
7	\$1,164,666	\$128,548		\$1,293,214
8	\$1,187,959	\$128,548		\$1,316,507
9	\$1,211,718	\$128,548		\$1,340,266
10	\$1,235,952	\$128,548		\$1,364,500
11	\$1,260,671	\$128,548		\$1,389,220
12	\$1,285,885	\$128,548		\$1,414,433
13	\$1,311,603	\$128,548		\$1,440,151
14	\$1,337,835	\$128,548		\$1,466,383
15	\$1,364,591	\$128,548		\$1,493,139
16	\$1,391,883	\$128,548		\$1,520,431
17	\$1,419,721	\$128,548		\$1,548,269
18	\$1,448,115	\$128,548		\$1,576,663
<b>Totals</b>	<b>\$22,144,392</b>	<b>\$2,313,865</b>	<b>\$368,523</b>	<b>\$24,826,780</b>

\*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated 2% increase in unit energy costs as set forth in the table in Exhibit 6.

- g. **On Page 66 of the Agreement, under EXHIBIT 3: MEASURED PROJECT BENEFITS remove Table 2.3: Measured Project Benefits Summary in its entirety and replace with following:**

ECM #	PROPOSED MEASURES	Electricity Savings			Thermal		Total Savings
		kW	kWh/yr	\$/yr	MMBtu/yr	\$/yr	\$/yr
ECM 1	Lighting - Fixture Retrofit	611	1,581,216	\$275,156	-1,810	-\$14,284	\$260,872
ECM 2	Lighting - Exterior Lighting	0	304,452	\$42,725	0	\$0	\$42,725
ECM 3.1	Energy Management System - Temperature Setback	0	0	\$0	258	\$2,469	\$2,469
ECM 3.2	Energy Management System - Exhaust Fan/Relief Damper Control	0	1,588	\$234	179	\$1,710	\$1,944
ECM 3.3	Energy Management System - Demand Controlled Ventilation	0	7,423	\$999	421	\$3,306	\$4,305
ECM 3.4	Energy Management System - Optimal Start	0	0	\$0	98	\$934	\$934
ECM 4	Heating Distribution System - Pipe and Valve Insulation	0	0	\$0	1,628	\$13,766	\$13,766
ECM 5	Boiler - Replacements	0	0	\$0	2,382	\$14,804	\$14,804
ECM 6	Boiler/DHW Heater/Furnace - Burner Controllers	0	0	\$0	788	\$7,413	\$7,413
ECM 7	Windows - Window Film	0	8,460	\$1,172	2,990	\$22,766	\$23,938
ECM 8	Kitchen Hood - Exhaust Fan Control	0	8,466	\$1,246	84	\$804	\$2,050
ECM 9	Computers - Power Management	0	7,747	\$1,140	0	\$0	\$1,140
ECM 10	Vending Machine Controllers	0	1,757	\$259	0	\$0	\$259
ECM 11	Renewable Energy- Photovoltaic Electric Generation	0	4,281,984	\$592,683	0	\$0	\$592,683
ECM 12	Chiller Replacement	0	116,164	\$15,631	0	\$0	\$15,631
ECM 13	Pool Dehumidifier Unit Replacement	0	12,053	\$1,622	911	\$5,661	\$7,283
ECM 14	Plug Load Controllers	0	66,711	\$9,342	0	\$0	\$9,342
ECM 15	Air Conditioning Compressor Controllers	0	45,367	\$6,422	0	\$0	\$6,422
ECM 16	Transformers - Replacements	18	161,232	\$24,876	0	\$0	\$24,876
ECM 17	Refrigeration Compressor Controllers	0	9,467	\$1,334	0	\$0	\$1,334
	<b>TOTALS</b>	<b>629.7</b>	<b>6,614,087</b>	<b>\$974,841</b>	<b>7,928</b>	<b>\$69,349</b>	<b>\$1,034,190</b>

- h. On Page 67 of the Agreement, under EXHIBIT 4: OPERATIONAL & MAINTENANCE (O&M) & REBATE PROJECT BENEFITS remove Operational and Maintenance Cost Avoidance in its entirety and replace with the following.

**Operational and Maintenance Cost Avoidance:**

**M&V Option: NEMVP-A**

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

Lighting Operational Cost Avoidance is calculated by comparing the existing lamp and ballast average failure rate and replacement cost with the proposed project replacement lamp and ballast average failure rate and replacement cost. Measure operating hours are not expected to change. The Average annual savings for all schools is determined to be \$59,825.

Boiler Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing boilers versus the newly installed boilers. The reduction in repairs of the new boilers is deemed to be the cost avoidance. The average annual savings for the new boilers is determined to be \$14,000.

Chiller and Pool dehumidification unit Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing chiller and dehumidification unit versus the newly installed equipment. The reduction in repairs of the new equipment is deemed to be the cost avoidance. The average annual savings for the new chiller and dehumidification unit is determined to be \$54,723.

**Total Operational Cost Avoidance: \$128,548**

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

installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such O&M Project Benefits.

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

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

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

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

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

**CONNETQUOT CENTRAL SCHOOL DISTRICT**

Signature: Lynda G Adams

Printed Name: Lynda G. Adams

Title: Superintendent

Date: 1/12/2021

**JOHNSON CONTROLS, INC.**

Signature: Maureen G Blase

Printed Name: Maureen G. Blase

Title: VP Field Operations - PI

Date: 12/10/2020