***CONTRACT AMENDMENT TWO***

This Amendment (the "Amendment") is made this _____ day of _____20___ by and between:

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

and

MASSAPEQUA UNION FREE SCHOOL DISTRICT ("CUSTOMER" or "DISTRICT")
4925 MERRICK ROAD
MASSAPEQUA, NY 11758

## RECITALS

**WHEREAS,** JCI and Customer are parties to a Performance Contract, dated January 18, 2024 (the "Original Agreement"); and Contract Amendment One, dated June 26, 2025 ("Amendment One"), and together with Original Agreement, the "Agreement");

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

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

1. The Agreement shall be amended in accordance with the following:

   a. **This Amendment Two will replace Amendment One in its entirety.**

   b. **On Page 2 of the Agreement, replace "Attachment 4 – Lighting Line x Line (Massapequa - Rev-E (Flat Panels, Troffer Kits & Type-B TLEDS) 11-3-23)" with "Attachment 4 – Lighting Line x Line (Massapequa - Rev-G1 9-8-2025)".**

   c. **On page 17 of the Agreement, under ECM 3.2: Energy Management System – Kitchen Hood Exhaust Fan Control, remove the table in its entirety and replace with the following:**

| Building | Kitchen Hood Fans |
|---|---|
| Massapequa High School | 1 |
| MHS Ames Campus | 1 |
| Alfred G. Berner Middle School | 1 |
| Birch Lane Elementary | 1 |
| East Lake Elementary | 1 |
| Fairfield Elementary | 1 |
| Lockhart Elementary | 1 |
| McKenna Elementary | 1 |
| Unqua Elementary | 1 |
| Hawthrone Building | 1 |
| Total | 10 |

d. **On page 21 of the Agreement, remove ECM 6: Heating System – Boilers Replacement in its entirety and replace with the following:**

***ECM 6: Heating System – Boilers Replacement***

At Massapequa High School, Johnson Controls shall remove the existing three (3) boilers and three (3) burners and install three (3) new high efficiency three-pass firetube Industrial Steam (or equal) boiler with Power Flame Burner (or equal) according to the following specifications.

| Existing Equipment | Existing Manufacturer | Existing Model Number | Existing Capacity |
|---|---|---|---|
| Boiler 1 | Iron Fireman | 302A-L-200 | 200 hp |
| Boiler 2 | Iron Fireman | 302A-L-200 | 200 hp |
| Boiler 3 | Iron Fireman | 302A-L-100 | 100 hp |

- Assemble and install boiler-burner unit in compliance with manufacturer's installation instructions. All work must be done in a neat and workman like manner.
- Shall be hydrostatically pressure tested at factory in accordance with ASME requirements.
- Disconnect and reconnect existing oil and natural gas lines.
- Install new make-up water regulator and backflow preventer.
- New piping will be installed from the new boiler and tied into the existing header.
- New One (1) header isolation valve and One (1) boiler non-return valve will be installed.
- Impacted piping and appurtenances will be abated as needed within the boiler room and insulated with appropriate fiberglass insulation.
- Plant start up and testing will be performed and report will be provided.
- Provide Pipe Supports, Hangers and Brackets
- Provide Valve Tags and ID Chart
- Provide Pipe Labeling and Directional Arrows
- Remove existing feedwater storage tank and replace with new feed water tank to match existing.
- Remove existing Oil Pump Set and replace with new Oil Pump Set to match existing.
- Boilers will be equipped with lead lag control performed by the new DDC control system.

Regulatory Requirements

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

<u>Boiler foundation(s):</u>

- Construct needed support and level concrete foundation(s) (under the new boiler) where boiler room floor may be found to be uneven or will not support the weight of the boiler(s), if needed.

<u>Boiler trim:</u>

All electrical components to be of high quality and bear the U.L. label.

Low water cut-off

- Boiler to be furnished with U.L. labeled low water cut-off with ASME working pressure rating equal to the ASME rating of the relief valve.
- Install cut-off according to manufacturer's instructions.

- Locate so burner shuts down if boiler water level falls below allowable safe waterline.
- Boiler primary low water cut-off shall be a float type – auto reset.
- Boiler secondary low water cut-off shall be float or probe – manual reset.

Start-up and Service

- JCI shall obtain the services of a factory-authorized agent to provide burner light off and adjustment. JCI's start-up agent shall provide a burner light-off report as written proof that the burner was adjusted to optimum performance.

At Grounds Operations Center, Johnson Controls shall remove one (1) existing oil-fired boiler and supply and install the following:

- Demo and remove existing boiler, unit heaters, baseboard, and associated piping.
- Cap Existing Oil Supply.
- Cap existing roof flue pipe.
- Recover refrigerant and remove two (2) Outside condensing unit and associated heads.
- Supply and install two (2) new four-ton heat pumps and install a total of six (6) heads.
    - Break Room:
        - One (1) 4-ton Heat Pump
        - Three (3) wall mount AHUs
    - Office & Shop:
        - One (1) 4-ton Heat Pump
        - Three (3) wall mount AHUs
- Supply and install one (1) bathroom baseboard heater.
- Supply and install one (1) tankless electric hot water heater.
- Provide associated line and low voltage electric
- Provide Startup and testing

**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.
- Repairs or upgrades to the existing oil system.
- 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 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.
- Modifications to existing chemical feed systems.

e. **On page 31 of the Agreement, remove ECM 13: Renewable Energy – Photovoltaic Electric Generation in its entirety and replace with the following:**

***ECM 13: Renewable Energy – Photovoltaic Electric Generation***

Johnson Controls will furnish, install, and commission a total of 3,647.1 kW roof mounted photovoltaic electrical generation systems as detailed in the table below that will interconnect with the existing electrical distribution system at the associated schools.

At the Hawthorne Building, Johnson Controls will also furnish and install one digital kWh production meter with revenue grade Current Transducer (CTs).

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

| Building | Roof Mounted PV (kW-DC) |
|---|---|
| Massapequa High School | 395.4 |
| MHS Ames Campus | 426.3 |
| Alfred G. Berner Middle School | 673.3 |
| Birch Lane Elementary | 299.9 |
| East Lake Elementary | 308.2 |
| Fairfield Elementary | 147.0 |
| Lockhart Elementary | 325.9 |
| McKenna Elementary | 517.9 |
| Unqua Elementary | 348.9 |
| Grounds Operations Center | 51.0 |
| Hawthorne Building | 153.4 |
| **Total** | **3647.1** |

Installation includes the following specifications for new Roof Ballasted Systems:

- UL Certificate
- New wiring to meet the requirements of the 2017 National Electric Code (“NEC”), as amended.
- Solar Modules to be 72 cell 400 watt JA Solar or equal and as approved by Customer’s Architect/Engineer and Johnson Controls.
- Inverters to be SMA or equal and as approved by Customer’s Architect/Engineer and Johnson Controls.
- Balance of new system to meet 2017 NEC Code, as amended.
- Required Interconnection to building system located as per 2017 NEC Code, as amended, lineside tap or load side tap as determined by the utility(ies) having jurisdiction.
- Unirac RM, Ecofoot or equal self-ballasted racking system or rails with fasteners in area where roof slops don’t allow for non-penetrating systems.
- Furnish and install required ballast block as per design.
- One time training for 4 hours to the District
- District to support monitoring by supplying an IT drop to gateway locations and necessary IP addresses that the District will maintain for 18 years.
- 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, Johnson Controls will attempt to move the arrays or portions of the arrays to another location that is suitable at any of the other buildings outlined above, subject to all necessary review and approvals.

Johnson Controls shall install the new PV systems with existing roof manufacturer standards to maintain current and any new roof warranty(ies) as it relates to the solar panel installation. At impacted locations, existing structural steel, joists, roof decks, walkways are anticipated to be adequate for solar panel installation. If during the design phase the Architect / Engineer of record, H2M, encounters structural issues, geo-tech 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 3,647.1 kW DC of total system size. An adjustment to the guarantee will occur if the new location is on a different electric rate.

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

The weather station monitoring (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. Johnson Controls will install one (1) weather-station at the District due to system sizes listed above. 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 monitory 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

f. **On Page 36 of the Agreement, under Exhibit 1: PROJECT BENEFITS delete the section up to "Measurement and Verification (M&V) Services" 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 $24,235,910 in Measured Project Benefit (Utility Cost Avoidance Measurable Savings), $993,210 in Operations and Maintenance Cost Avoidance, and $2,330,000 in Rebates/IRA Direct Pay during the term of this Agreement, for Total Guaranteed Project Benefits of $27,559,120 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 | $1,131,868 | $46,385 | $30,000 | $1,208,253 |
| 2 | $1,154,505 | $47,313 | | $1,201,818 |
| 3 | $1,177,595 | $48,259 | $2,300,000 | $3,525,854 |
| 4 | $1,201,147 | $49,224 | | $1,250,371 |
| 5 | $1,225,170 | $50,209 | | $1,275,379 |
| 6 | $1,249,674 | $51,213 | | $1,300,886 |
| 7 | $1,274,667 | $52,237 | | $1,326,904 |
| 8 | $1,300,160 | $53,282 | | $1,353,442 |
| 9 | $1,326,164 | $54,347 | | $1,380,511 |
| 10 | $1,352,687 | $55,434 | | $1,408,121 |
| 11 | $1,379,741 | $56,543 | | $1,436,284 |
| 12 | $1,407,335 | $57,674 | | $1,465,009 |
| 13 | $1,435,482 | $58,827 | | $1,494,310 |
| 14 | $1,464,192 | $60,004 | | $1,524,196 |
| 15 | $1,493,476 | $61,204 | | $1,554,680 |
| 16 | $1,523,345 | $62,428 | | $1,585,773 |
| 17 | $1,553,812 | $63,677 | | $1,617,489 |
| 18 | $1,584,888 | $64,950 | | $1,649,839 |
| **Totals** | **$24,235,910** | **$993,210** | **$2,330,000** | **$27,559,120** |

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 anticipated 2% 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 anticipated 2% increase in O&M costs as set forth in the table in Exhibit 4.

g. **On Page 37 of the Agreement, under Schedule 2, Project Benefits Shortfalls or Surpluses, remove the clause "(1) (a) Project Benefits Shortfalls" in its entirety and replace with the following:**

(1) (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, pay to Customer the amount of such shortfall.

h. **On Page 37 of the Agreement, under Schedule 2, Project Benefits Shortfalls or Surpluses, remove the clause "(1) (c) Additional Improvements" in its entirety.**

i. **On Page 49 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 # | ECM | Savings | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Electric Use | | Elect. Demand | | Thermal Usage | | Total ($) |
| | | $ | kWh | $ | kW | $ | MMBtu | |
| 1 | Lighting - Interior Retrofit | $179,106 | 1,119,527 | $57,294 | 350 | -$26,389 | (2,147) | $210,010 |
| 2 | Building Envelope - Weatherization | $919 | 5,765 | $0 | - | $11,436 | 929 | $12,355 |
| 3.1 | Energy Management System - Temperature Setback / Optimal Start | $5,719 | 36,950 | $0 | - | $7,469 | 583 | $13,189 |
| 3.2 | Energy Management System - Kitchen Hood Exhaust Fan Control | $2,987 | 18,744 | $0 | - | $13,577 | 1,098 | $16,564 |
| 4 | Condensing Unit/RTU Replacement | $3,161 | 20,125 | $0 | - | $0 | - | $3,161 |
| 5 | Energy Efficient Motors Replacement | $2,469 | 15,404 | $392 | 23 | $0 | - | $2,861 |
| 6 | Heating System - Boiler Replacement | -$1,416 | (8,005) | -$1,128 | (62) | $26,744 | 2,096 | $24,201 |
| 7 | Heating System - Boiler/DHW/Furnace Controllers | $0 | - | $0 | - | $38,915 | 3,183 | $38,915 |
| 8 | Heating System - Steam Trap Replacement | $0 | - | $0 | - | $29,794 | 2,445 | $29,794 |
| 9 | Heating System - Pipe and Valve Insulation | $0 | - | $0 | - | $9,954 | 819 | $9,954 |
| 10 | AC Compressor Controllers | $16,598 | 104,289 | $0 | - | $0 | - | $16,598 |
| 11 | Refrigeration Compressor Controllers | $3,711 | 23,146 | $0 | - | $0 | - | $3,711 |
| 12 | Energy Efficient Transformers | $7,328 | 45,902 | $1,368 | 7 | $0 | - | $8,696 |
| 13 | Renewable Energy-Photovoltaic Generation | $741,862 | 4,656,498 | $0 | - | $0 | - | $741,862 |
| | **Totals** | **$962,443** | **6,038,345** | **$57,926** | **317** | **$111,499** | **9,007** | **$1,131,868** |

j. **On page 50 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 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 $39,385.

Boiler Operational Cost Avoidance is calculated by comparing the cost of maintaining the existing boilers versus the newly installed boilers/heating system. The reduction in repairs of the new boilers/heating system is deemed to be the cost avoidance. The average annual savings for all schools is determined to be $7,000.

**Total Operational and Maintenance Cost Avoidance: $46,385**

*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.*

k. **On page 51 of the Agreement, under Exhibit 4: Operational & Maintenance (O&M) & Rebate Project Benefits, under ITC Direct Pay under the IRA, add the following at the end of section:**

In the event that ITC direct pay funds are denied, reduced, or otherwise materially altered due to changes in federal or state programs, regulations, or eligibility determinations, and such changes would result in the project failing to meet 18-year simple payback period, JCI and Customer shall work cooperatively to develop scope modifications necessary to maintain project simple payback under 18 years. All such scope changes and revisions shall be subject to prior written approval by the School District and shall be resubmitted to NYSED for review and approval.

l. **On Page 62 of the Agreement, under Schedule 4 PRICE AND PAYMENT TERMS, remove 1. Total Agreement Price in its entirety and replace with the following:**

**Total Agreement Price.** The total cost of the project, including payment for JCI and the Architect/Engineer is **$23,500,006**.

| | |
|---|---|
| Johnson Controls, Inc.: | $22,608,639 |
| Architect/Engineer (H2M): | $891,367 |
| **Total** | **$23,500,006** |

The total price to be paid by Customer for the Work, including payment for JCI ($22,608,639) and the Engineer ($891,367) is **$23,500,006.**

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 $7,050,002 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. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Agreement.

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

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

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

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

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

| **MASSAPEQUA UNION FREE SCHOOL DISTRICT** | **JOHNSON CONTROLS, INC.** |
|---|---|
| Signature:_____ | Signature:_____ |
| Printed Name:_____ | Printed Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |