HONEYWELL
AGREEMENT

CUSTOMER NAME: CROTON-HARMON UFSD
HONEYWELL PROPOSAL NUMBER: CHUFSD072426
DATE OF SUBMISSION: 07-24-2026
VALIDITY PERIOD: 08-31-2026

TABLE OF CONTENTS

ARTICLE		PAGE
1.	GENERAL PROVISIONS	1
2.	HONEYWELL'S RESPONSIBILITIES	1
3.	CUSTOMER'S RESPONSIBILITIES	3
4.	SUBCONTRACTS	5
5.	INSTALLATION AND ACCEPTANCE	5
6.	PRICE AND PAYMENT	6
7.	CHANGES IN THE PROJECT	6
8.	INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY	7
9.	TERMINATION OF THE AGREEMENT	9
10.	ASSIGNMENT AND GOVERNING LAW	10
11.	MISCELLANEOUS PROVISIONS	10
12.	DISPUTE RESOLUTION	14

ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	RESERVED
ATTACHMENT C	THE INSTALLATION SCHEDULE
ATTACHMENT D	GUARANTEE AND SUPPORT SERVICES AGREEMENT
ATTACHMENT E	PAYMENT SCHEDULE
ATTACHMENT F	RESERVED
ATTACHMENT G	RESERVED
ATTACHMENT H	RESERVED
ATTACHMENT I	RESERVED
ATTACHMENT J	PROJECT ACCEPTANCE
EXHIBITS	D-5 THROUGH D-7 (EXHIBITS D-1 THROUGH D-4 RESERVED)

ARTICLE 1
GENERAL PROVISIONS

1.1 This Agreement, including all attachments, exhibits, and schedules referenced herein (hereinafter the "Agreement") is made by and between Honeywell International Inc. ("Honeywell"), a Delaware Corporation, acting through its Honeywell Building Technologies business unit, with a principal place of business at 300 South Tryon Street, Charlotte, North Carolina 28202, and Croton-Harmon Union Free School District ("Customer," and together with Honeywell, the "Parties") with a principal place of business at 10 Gerstein Street, Croton-on-Hudson, New York 10520. The Agreement is effective as of the date of the later signature of the respective Parties (the "Effective Date").

1.2 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents (as defined below), whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Honeywell to fulfill Honeywell's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The "Contract Documents" consist of this Agreement, its attachments, exhibits, schedules, addenda and the plans and specifications for the Work that are prepared by Kaeyer, Garment & Davidson Architects, P.C. ("KG+D") as the Engineer and Architect of Record and, to the extent required, approved by the New York State Education Department ("NYSED"). The "Project" is the total construction of the Work as well as the services to be performed by Honeywell under this Agreement.

1.3 "Support Services" means those services and obligations to be undertaken by Honeywell in support of CUSTOMER as set forth in Attachment D – Guarantee and Support Services Agreement.

ARTICLE 2
HONEYWELL'S RESPONSIBILITIES

2.1 Honeywell Work

2.1.1 Honeywell shall be responsible for the construction of the Work.

2.1.2 Honeywell shall comply with and obtain, at its expense, all licenses and permits required by Federal, State and local laws, rules, and ordinances necessary for the Work. In the event Honeywell cannot procure any such license or permit due to a requirement that Customer is required to do so, Customer will secure the permit or license, with the assistance of Honeywell.

2.2 Responsibilities with Respect to the Work

2.2.1 Honeywell will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.

2.2.2 Honeywell shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If Honeywell damages property not needed for the Work, Honeywell shall repair the property to its pre-existing condition unless Customer directs otherwise. At the completion of the Work, Honeywell shall remove waste material supplied by Honeywell under this Agreement as well as all its tools, construction equipment, machinery and surplus material. Honeywell shall dispose of all waste materials or rubbish caused by its operations. Waste shall be disposed of as follows:

(a) Construction Waste and/or Non-hazardous Waste: Construction waste (cardboard, metal, wood crates, plastic, wiring, etc.), and/or non-hazardous waste (non-PCB ballast's, lamps, batteries, etc.), shall be removed offsite by Honeywell or its subcontractors for disposal and/or recycling. The Customer's name and address shall be listed on the shipping documents as the owner/generator of the waste solely to the extent such waste was removed from the Customer's facilities. The transportation of waste materials will meet local regulatory requirements.

(b) Hazardous Waste: If and to the extent Honeywell is responsible for removal of hazardous waste pursuant to the express provisions of the Attachment A Scope of Work, Honeywell or its subcontractors shall contract with a licensed transporter for the removal of the applicable hazardous waste (PCB's, mercury, asbestos, etc.). The Customer's name and address shall be listed on the shipping documents as the owner/generator of the waste solely to the extent such waste was removed from the Customer's facilities. The transportation of waste materials will meet local regulatory requirements.

2.2.3 Honeywell shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that Honeywell shall not be

responsible nor liable for the violation of any code, law or ordinance caused by Customer or existing in Customer's property prior to the commencement of the Work.

2.2.4 Honeywell shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to any Site (as defined in Section 3.8.4). It is understood and agreed, however, that Honeywell shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at any Site carried on by persons not in a contractual relationship with Honeywell, including Customer, Customer's contractors or subcontractors, Customer's tenants or Customer's visitors, apart from the scope of work identified in Attachment A. Customer shall endeavor to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of Honeywell for the elimination or abatement of any such health or safety hazards at any Site.

2.3 Patent Indemnity

2.3.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware manufactured and provided by Honeywell under this Agreement, provided that: (a) such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder; (b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit provided that counsel represents Customer's interests as well; and (c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

2.3.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: (a) obtain for Customer the right to continue using such hardware; (b) replace, correct or modify it so that it is not infringing; or (c) remove such hardware and grant Customer a credit therefor, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

2.3.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER. IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH ACTUAL OR ALLEGED INFRINGEMENT, EXCEPT AS SET FORTH IN THIS SECTION 2.3.

2.4 Warranties and Completion

2.4.1 Honeywell warrants Customer good and clear title to all equipment and materials furnished to Customer pursuant to this Agreement, free and clear of liens and encumbrances. Honeywell hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the earlier of the date of first beneficial use, or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by Honeywell or with Honeywell's written permission, and provided that after delivery such equipment or materials have not been subjected by non-Honeywell personnel to accident, neglect, misuse, or use in violation of any instructions supplied by Honeywell. Honeywell's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at Honeywell's option and at Honeywell's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of Customer and the exclusive liability of Honeywell for any breach of any warranty related to the equipment and materials furnished by Honeywell pursuant to this Agreement.

2.4.2 In addition to the warranty set forth in Section 2.4.1 above, Honeywell shall assign to Customer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Honeywell and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year .limited warranty set forth in Section 2.4.1.

2.4.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR

STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

ARTICLE 3
CUSTOMER'S RESPONSIBILITIES

3.1 Customer shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.

3.2 Customer shall furnish to Honeywell all information regarding legal limitations pertinent to this Agreement, the Work and the Project.

3.3 To the extent Customer's real property and facilities increase in value due to the Work, Customer shall be responsible for any resulting assessments or charges. Honeywell shall secure and pay for all necessary permits and approvals for the construction of the Work.

3.4 If Customer becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to Honeywell.

3.5 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Customer's expense and Honeywell shall be entitled to rely upon the accuracy and the completeness thereof.

3.6 Prior to the commencement of the construction of the Work and at such future times as HONEYWELL shall reasonably deem appropriate, Customer shall furnish evidence in a form satisfactory to Honeywell that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, Honeywell is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, HONEYWELL may stop work upon fifteen (15) days notice to Customer. The failure of Honeywell to insist upon the providing of this evidence at any one time shall not be a waiver of Customer's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of Honeywell's right to request or insist that such evidence be provided at a later date. The Parties agree that the construction of the Work shall not commence until: (i) this Agreement is approved by the New York State Commissioner of Education; (ii) NYSED has approved State Building Aid at a ratio that the Parties mutually agree is sufficient to ensure no net cost to Customer for the Project; (iii) the issuance of NYSED approval of the Project and/or building permit for the Project, when required, based on the plans and specifications submitted for the Project and the ECMs described in Attachment A; and (iv) Customer has secured funding for the Work at an interest rate that Customer is satisfied will ensure the Project will have no net cost to Customer.

3.7 HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

3.7.1 "Hazardous Substance" includes, but is not limited to, all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under local, state or federal law; (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs); or (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment. This includes any related conditions or any such conditions caused by third parties.

3.7.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing.

3.7.3 "Supplied Equipment" means the equipment covered by the Work to be performed by Honeywell under this Agreement, and is limited to the new equipment included in Attachment A ("Scope of Work").

3.7.4 Honeywell is not responsible for determining whether the Supplied Equipment, the Covered Equipment (as defined in Attachment D), or the temperature, humidity and ventilation settings used by Customer are appropriate for Customer and the Sites with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of any Hazardous Substance or Mold.

3.7.5 RESERVED.

3.7.6 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold, except as provided for in Section 3.7.5.

3.7.7 HONEYWELL DISCLAIMS ANY AND ALL LIABILITY FOR CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES FROM THE EXISTENCE OF MOLD OR HAZARDOUS SUBSTANCE AT A SITE, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS EXCEPT TO THE EXTENT SUCH CLAIMS OR COSTS ARISE FROM THE NEGLIGENT ACTS OR OMISSIONS OF HONEYWELL.

3.8 In addition to the price set forth in Article 6 of this Agreement, Customer shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work or any Support Services provided hereunder, excluding taxes on Honeywell's net income.

3.9 All software made available to Customer in connection with this Agreement shall be subject to the software manufacturer's standard license terms and conditions.

3.10 Representations and Warranties. Customer hereby represents and warrants to Honeywell that:

3.10.1 Subject to approval of the Commissioner of Education, Customer has all requisite power and authority necessary to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement. If approval of the Commissioner of Education is obtained, the execution, delivery and performance of this Agreement by Customer and the selection of, and the award of this Agreement to, Honeywell have been duly authorized by all necessary action on the part of Customer and do not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Customer, any other party to any other agreement with Customer or any other person or entity.

3.10.2 If approval of the Commissioner of Education is obtained, the selection of and award of this Agreement to Honeywell, execution and delivery of this Agreement, performance of all services, actions and responsibilities contemplated herein, and fulfillment of and compliance by Customer with the provisions of this Agreement do not and will not conflict with or constitute a breach of or a default under the laws of the state in which Customer is located, or any other applicable law, rule, ordinance, code or regulation, including but not limited to government procurement, competitive bidding, public notice, open meetings, or prior appropriation requirements. If approval of the Commissioner of Education is obtained, this Agreement meets the requirements of and complies with all other applicable laws, rules, ordinances, codes, and regulations. Customer has properly and validly selected Honeywell and awarded this Agreement to Honeywell pursuant to and in reliance on such laws, rules, ordinances, codes, and regulations.

3.10.3 This Agreement has been duly executed and delivered by Customer. If approval of the Commissioner of Education is obtained, this Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as such enforceability is limited by laws of general applicability limiting the enforcement of creditors' rights.

3.11 Tax-Related Cooperation.

(a) **Generally.** Customer and Honeywell agree its Engineer of Record, KG+D, shall be designated as the Internal Revenue Code Section 179D (or any amendment thereof or replacement legislation) beneficiary.

(b) **Guaranteed ITC Amount.** HONEYWELL hereby agrees that the following incentive tax credits ("ITCs") shall be fully guaranteed by HONEYWELL in the amount of $981,070.00 ("Guaranteed ITC amount").

(c) **Guaranteed ITCs.** It is understood that without the receipt of the ITCs the Project, in its current form as of the date hereof would not meet the legal requirements for a viable and compliant energy performance contract under N.Y. Energy Law, Article 9 and the 8 N.Y.C.R.R. §155.20. As such, and for purposes of clarity, HONEYWELL guarantees the ITCs in the amount of $981,070.00 as of the date hereof and as approved by SED, and such guarantee is only preconditioned on the CUSTOMER complying with the Customer Obligations as further defined below.

(d) Honeywell will work with and assist the Customer with the technical aspects of securing the Guaranteed ITCs (such assistance will at all times be limited to Honeywell's technical expertise as an ESCO.) Honeywell is not, and does not offer or purport to offer, tax advice of any kind, whether or not such advice is technical. The Parties will work together in good faith to ensure a timely and orderly submittal of all documentation required for Customer to secure the Guaranteed ITCs.

(e) **Customer Obligations.** Honeywell's obligation to guarantee the Guaranteed ITC Amount is subject only to Customer's satisfaction of the following obligations (collectively, the "Customer Obligations"):

i. *Customer Filing Requirement.* Customer shall make timely, accurate, and complete filings of all applicable forms with the applicable granting authority (e.g., government agencies, utilities), with federal filings submitted by Customer on or before the date they are due to be credited for the 2027 – 2028 fiscal year, as required to secure the Guaranteed ITC Amount (the "Customer Filing Requirement"). Customer's obligation to make such filings is conditioned on Honeywell having timely provided Customer with all applicable required technical information, and documentation, as necessary for Customer to complete such filings.

ii. *Timely Access.* So long as no cranes or other machinery used to lift materials to heights (e.g., such as to a roof) are used when school is in session for students and no activities are conducted by Honeywell or its contractors that will cause the noise level in any occupied areas of Customer's school buildings to exceed 60 dba or otherwise violate any of the requirements contained in 8 NYCRR §§ 155.2, 155.5 and 155.7, Customer otherwise will allow the installation of the solar PV system(s) to be performed during regular business hours (Monday through Friday) concurrently with building occupancy, and will not unreasonably restrict or delay Honeywell's access to Customer's facilities to the extent such access is necessary for Honeywell to complete the solar PV installation within the timeframes required to secure the Guaranteed ITC Amount and perform its scope of work as substantially set forth in Attachment A.

iii. To the extent Customer fails to satisfy any Customer Obligation and such failure directly causes a reduction in or loss of the Guaranteed ITC Amount, Honeywell's guarantee obligation shall be reduced by the amount any such reduction or loss is directly attributable to Customer's failure.

iv. Subject to the Customer's Obligations, in the event that the Guaranteed ITC Amount is not fully received by the Customer on or by June 29, 2029, Honeywell shall pay to the Customer any remaining amounts of the Guaranteed ITC Amount that the Customer has yet to otherwise receive, up to in the amount of $981,070.00. Such payment by Honeywell to Customer will be made no later than thirty (30) days after June 29, 2029 (unless Customer received the full Guaranteed ITC Amount earlier). Penalties, fees and other costs incurred by Customer that directly result from Honeywell's failure to make timely payment when due shall be borne by Honeywell.

v. Notwithstanding the foregoing, if Honeywell pays to the Customer any Guaranteed ITC Amounts, and such incentives are subsequently issued for the Project and received by Customer, Customer shall reimburse Honeywell and transfer and pay to Honeywell the amount of the incentives paid by Honeywell as described herein within thirty (30) days of receiving same.

For further clarity, Honeywell's obligation to guarantee the Guaranteed ITC Amount shall not be modified or nullified by any changes in law or policy including but not limited to changes to Federal State, and Local government initiatives, changes or discontinuance of utilities or other energy generating facilities' programs or funding, nor a termination of this Agreement if it occurs after Final Acceptance

ARTICLE 4
SUBCONTRACTS

4.1 At its exclusive option, Honeywell may subcontract some or all of the Work or Support Services.

4.2 A Subcontractor is a person or entity who has a direct contract with Honeywell to perform any effort in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by Customer or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between Customer and any Subcontractor. Honeywell shall be responsible for the management of its Subcontractors in their performance of their Work.

ARTICLE 5
INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment C, which describes the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER. The Installation Schedule may be adjusted to reflect the final Effective Date, or as otherwise set forth in this Agreement.

5.2 If Honeywell is delayed at any time in the progress of performing its obligations under this Agreement by any act of Customer or any contractor employed by Customer; or by changes ordered or requested by Customer in the Work performed pursuant to this Agreement; or by fire, unusual delay in transportation, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond Honeywell's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay within Customer's control extends beyond thirty (30) days, Customer shall reimburse Honeywell for all additional costs resulting therefrom.

5.3 Honeywell shall provide Certificates of Substantial Completion and Final Project Acceptance in a form acceptable to Customer and Honeywell for the Work provided and as set forth in Attachment J. Upon receipt of each Certificate of Substantial Completion, Customer shall promptly inspect the Work performed by Honeywell identified therein and execute each such Certificate of Substantial Completion as soon as reasonably possible, but in no event later than twenty (20) business days after delivery of the same by Honeywell, unless Customer provides Honeywell with a written statement identifying specific material performance deficiencies that it wishes Honeywell to correct. Honeywell will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to Customer when all such items have been corrected. The Parties intend that a Final Project Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution by Customer of such Final Project Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by Honeywell pursuant to the Installation Schedule. The date of Customer's signature of the Final Project Acceptance Certificate shall be known as the date of Final Project Acceptance.

ARTICLE 6
PRICE AND PAYMENT

6.1 Price

6.1.1 The "Price" for the Work is Three Million One Hundred Seventy Five Thousand Dollars ($3,175,000), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The price for Support Services is set forth in Attachment D hereto, subject to the adjustments described therein.

6.1.3 The Price is based upon laws, codes and regulations in existence as of the Effective Date. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of Customer and shall entitle Honeywell to an equitable adjustment in the price and schedule.

6.1.4 The Price will be modified for delays caused by Customer to the extent permitted in Section 5.2 and for Changes in the Work pursuant to Article 7.

6.1.5 Reserved.

6.2 **Payment**

6.2.1 Upon execution of this Agreement, Customer shall pay or cause to be paid to Honeywell the full Price in accordance with the Payment Schedule, Attachment E. Customer shall make payments for the Support Services in accordance with Attachment D.

6.2.2 Payments for the Work past due more than thirty (30) days shall accrue interest from the due date to the date of payment at the rate of one and one half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed.

ARTICLE 7
CHANGES IN THE PROJECT

7.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the Price, or a change to the Installation Schedule described in Attachment C.

7.2 Customer may request Honeywell to submit proposals for changes in the Work.

7.3 **Claims for Concealed or Unknown Conditions:** If conditions are encountered at any Site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Price and Installation Schedule shall be made by a Change Order. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If Honeywell wishes to make a claim for an increase in the Price or an extension in the Installation Schedule it shall give Customer written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by Customer shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order. Delay claims based on Excusable Delays shall be fully compensated for by an extension of time to complete the Work. Honeywell shall make no claim for damages for delay in the performance of the Work unless such delay was for more than thirty (30) days and within Customer's reasonable control.

7.5 **Emergencies:** In any emergency affecting the safety of persons or property, Honeywell shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by Honeywell on account of emergency work shall be determined as provided in Section 7.4.

ARTICLE 8
INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 **Indemnity**

8.1.1 Honeywell agrees to indemnify and hold Customer, and Customer's consultants, agents, Board of Education and employees harmless from all claims, damages, losses, expenses, including but not limited to attorneys' fees, for bodily injury and property damages, to the extent such claims, damages, losses and expenses result from or arise out of the negligent actions or omissions or willful misconduct of Honeywell, its officers, directors, employees, consultants, subcontractors or agents in the performance of the Work or the Support Services. **PROVIDED THAT, NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE**

LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE, ARTICLE 2, OR THE INDEMNIFICATION CONTAINED IN SECTION 3.8.

8.1.2 Customer agrees to indemnify and hold harmless Honeywell and Honeywell's officers, directors, consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, for bodily injury and property damages, to the extent such claims, damages, losses and expenses arise out of, or result from, negligent actions or omissions or willful misconduct of Customer or Customer's Board of Education, agents or employees.

8.2 **Contractor's Insurance:** Honeywell shall, at its own expense, carry and maintain in force at all times from the signature date of the Contract through final completion of the Project, including the provision of Support Services, the following insurance. Honeywell will not issue coverage on a per project basis. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability and products/completed operations liability with a combined single limit of USD $5,000,000 per occurrence and aggregate. Such policy shall have at least the following coverages: $1,000,000 for personal and advertising injury, $100,000 for fire damage and $10,000 for medical expenses. Such policy will be written on an occurrence form basis.

(b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD $5,000,000 per occurrence. Coverage will include all Honeywell owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, to protect the interests of Honeywell. 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.

(d) Workers' Compensation Insurance Coverage and New York State Disability Insurance for Honeywell employees: A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD $1,000,000 for bodily injury each accident or disease. 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.

(e) Umbrella/Excess Insurance with a combined single limit of USD $10,000,000 per occurrence and aggregate on a follow-form basis. Honeywell reserves the right to provide the Umbrella Liability coverage requirements by increasing its Commercial General Liability.

8.2.1 Prior to the commencement of the Work Honeywell will furnish evidence of said insurance coverage in the form of certificates of insurance or a Memorandum of Insurance which is accessible at: http://honeywell.com/sites/moi/. All insurance required in this Article will be written by insurer, admitted and licensed to conduct business in New York State with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. The decision to accept an insurer that is not licensed or admitted in New York State lies exclusively with the Customer. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility. Honeywell shall effectuate the naming of the CUSTOMER as an additional insured on all required insurance policies, except for Workers' Compensation and N.Y. State Disability insurance. Additional insured coverage shall be primary and non-contributory coverage for the Customer, its Board of Education, officers, employees and volunteers. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 10) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the Customer. A completed copy of the endorsements must be attached to the Certificate of Insurance and the Certificate of Insurance must describe the services provided by Honeywell that are covered by the insurance policies. Honeywell shall provide a copy of the Certificate of Insurance. If requested, Honeywell will provide a copy of the policy endorsements and forms. 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 Addendum, additional details must be provided in writing. .

8.2.2 Honeywell agrees to indemnify the Customer for applicable deductibles and self-insured retentions required by Honeywell's insurance policies.

8.2.3 Honeywell acknowledges that failure to obtain such insurance on behalf of the Customer will constitute a material breach of this Agreement and will subject Honeywell to liability for damages, indemnification and all other legal remedies available to the Customer.

8.2.4 Subcontractors are subject to the same terms and conditions with respect to insurance as stated above in Sections 8.2, 8.2.1 and 8.2.2, except for Builder's Risk policy, and Honeywell or the Subcontractor(s) shall submit a

certificate of insurance evidencing the Subcontractor(s) compliance with those insurance Sections to the District for approval prior to start of any work. In the event Honeywell fails to obtain the required certificates of insurance from the Subcontractor(s) and a claim is made or suffered, Honeywell shall indemnify, defend, and hold harmless the Customer, its Board of Education, officers, 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 this Agreement.

8.2.5 Any professional consultant retained by Honeywell shall carry and maintain in force at all times from the signature date of this Agreement through final completion of the Project, including the provision of Support Services, the following insurance:

(a) Commercial General Liability Insurance with minimum limits of USD $1,000,000 per occurrence and USD $2,000,000 aggregate.

(b) Automobile Liability Insurance with a minimum combined single limit of USD $1,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles of Honeywell's professional consultant.

(c) Workers' Compensation Insurance Coverage and New York State Disability Insurance for Honeywell employees: A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD $1,000,000 for bodily injury each accident or disease. 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.

(d) Professional Liability/Errors and Omissions Insurance with minimum limits of USD $2,000,000 per occurrence and USD $2,000,000 aggregate for the professional acts of the consultant performed under this Agreement for the Customer. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the Work.

(e) Umbrella/Excess Insurance with a minimum limit of USD $3,000,000 per occurrence and in the aggregate on a follow-form basis.

8.2.6 The professional consultant retained by Honeywell must effectuate the naming of the Customer as an additional insured on the professional consultant's insurance policies, except for workers' compensation, N.Y. State Disability insurance and professional liability insurance. The insurance of the professional consultant must comply with the requirements set forth in Section 8.2.1, except the additional insured status shall be provided by standard or other endorsements that extend coverage to the Customer (CG 20 26) or equivalent. At the Customer's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms. The professional consultant agrees to indemnify the Customer for applicable deductibles and self-insured retentions required by the professional consultant's insurance policies.

8.2.7 Honeywell acknowledges that failure of the professional consultant to obtain such insurance on behalf of the Customer will constitute a material breach of this Agreement. Honeywell will provide the Customer with a certificate of insurance for each professional consultant it retains, evidencing the above requirements have been met, prior to the commencement of the consultant's services. In the event Honeywell fails to obtain the required certificates of insurance from the professional consultant and a claim is made or suffered, Honeywell shall indemnify, defend, and hold harmless the Customer, its Board of Education, officers, 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 this Agreement.

8.3. CUSTOMER's Liability Insurance

8.3.1 Customer shall be responsible for purchasing and maintaining its own commercial general liability, automobile liability and workers compensation insurances and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.3.2 If Customer finds it necessary to occupy or use a portion or portions of the Sites prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by Customer and Honeywell and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of Honeywell and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4 Limitation of Liability

8.4.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE OR INDOOR AIR QUALITY, OR OTHERWISE ARISING FROM, RELATING TO OR CONNECTED WITH THE WORK, SERVICES, EQUIPMENT, MATERIALS OR ANY GOODS PROVIDED PURSUANT TO THIS AGREEMENT.

ARTICLE 9
TERMINATION OF THE AGREEMENT

9.1 If Honeywell defaults in or fails or neglects to carry forward the Work in accordance with this Agreement, Customer may provide notice in writing of its intention to terminate this Agreement to Honeywell. If Honeywell, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, Customer may terminate this Agreement and take possession of the Site together with all materials thereon, and move to complete the Work itself expediently. If the unpaid balance of the Price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

9.2 If Customer fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, Honeywell may give written notice to Customer of Honeywell's intention to terminate this Agreement. If, within thirty (30) business days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable profit on the portion of the Work performed and applicable damages.

9.3 Customer shall have the right to terminate this Agreement, without cost to Customer, if one or more of the following events occurs: (a) this Agreement is not approved by the New York State Commissioner of Education; (b) NYSED does not approve State Building Aid at a ratio that the Parties mutually agree is sufficient to ensure no net cost to Customer for the Project; (c) NYSED fails to approve the Project or to issue building permit for the Project; (d) Customer fails to secure funding for the Work at interest rate that Customer considers sufficient to ensure no net cost to Customer for the Project, or (e) funding for the Agreement is not secured by December 24, 2026, Honeywell proposes an increase in the contract price and Customer does not agree to the increased contract price or modification of Honeywell's scope of work. Honeywell shall have the right to terminate this Agreement, without further cost to Honeywell, if (a) this Agreement is not approved by the New York State Commissioner of Education; (b) the intended energy conservation measures ("ECMs") described in Attachment A are not approved by NYSED, (c) if as approved the ECMs will not allow the Energy Savings Guarantee set forth in Attachment D to be achievable, or (d) if Customer does not secure funding for the Agreement by December 24, 2026.

ARTICLE 10
ASSIGNMENT AND GOVERNING LAW

10.1 This Agreement shall be governed by the law of the State where the Work is performed.

10.2 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be unreasonably withheld, except That Honeywell may assign to another party the right to receive payments due under this Agreement. Honeywell may enter into subcontracts for the Work without obtaining Customer's consent.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "Confidential Information" shall mean any information in readable form or in machine-readable form, including software supplied to Customer by Honeywell that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. Confidential Information shall also

mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure. The electronic platform, code and arrangement upon which the legible Energy Savings Calculations are published is "Proprietary." The results of the Energy Savings Calculations shall be supplied to Customer in a manner that is not "Confidential" or "Proprietary".

All rights in and to Confidential Information and to any proprietary and/or novel features contained in Confidential Information disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the Confidential Information for any purpose except in the performance of this Agreement and will not disclose any of the Confidential Information to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's Confidential Information and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

(a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
(b) is known to the receiving party at the time of disclosure; or
(c) is subsequently rightfully obtained from a third party on an unrestricted basis;
(d) is approved for release in writing by an authorized representative of the disclosing party; or
(e) is required to be disclosed by law (including, but not limited to, pursuant to court orders, subpoenas, statutes or regulations).

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

11.3 Customer retains all rights that it already holds in data and other information that Customer or persons acting on its behalf input, upload, transfer, or make accessible in relation to, or which is collected from Customer's devices or equipment pursuant to, this Agreement ("Input Data"). Honeywell and its affiliates have the right to collect, retain, analyze, modify and otherwise use Input Data to provide, protect, improve or develop any products or services. Honeywell and its affiliates may also use or disclose Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer Personal Data contained within Input Data shall only be used or processed in accordance with applicable law and any data privacy terms agreed upon by the parties. To the extent required by Honeywell in order to perform its obligations under this Agreement, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. All information, analysis, insights, inventions and algorithms derived from Input Data by or on behalf of Honeywell and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This Section survives expiration or termination of this Agreement and shall apply notwithstanding any other provision of this Agreement or any other agreement.

Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 11.3. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 11.3 (x) shall not, except as expressly stated herein, limit Customer's underlying data ownership or intellectual property rights and (y) shall survive expiration or termination of this Agreement.

11.4 Risk of loss for all equipment and materials provided by Honeywell hereunder shall transfer to Customer upon installation in or on Customer's Sites from Honeywell or its Subcontractor and title shall pass upon final acceptance or final payment by Customer to Honeywell, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Honeywell:

HONEYWELL INTERNATIONAL INC.
715 Peachtree Street NE
Atlanta, GA 30308
Attention: HESG GM Sunil Prajapati

With a copy to:
Honeywell Building Solutions
General Counsel
715 Peachtree Street NE
Atlanta, GA 30308

To Customer:

Croton-Harmon UFSD
10 Gerstein Street
Croton-on-Hudson, NY 10520
Attention: Assistant Superintendent for Business

11.6 Waiver. Honeywell's failure to insist upon the performance or fulfillment of any of Customer's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder. The Customer's failure to insist upon the performance or fulfillment of any of Honeywell's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 Honeywell guarantees Customer will realize the Guarantee Savings as defined in Attachment D during the term of this Agreement. **NOTWITHSTANDING THE FOREGOING, HONEYWELL (A) MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FINANCIAL PROJECTIONS, CASH FLOW MODELS, PRO FORMA FINANCIAL STATEMENTS OR OTHER DOCUMENTS, DATA OR INFORMATION PROVIDED BY OR ON BEHALF OF HONEYWELL TO CUSTOMER OR ITS REPRESENTATIVES PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT ARE NOT INCLUDED IN THIS AGREEMENT, INCLUDING ITS ATTACHMENTS AND EXHIBITS (COLLECTIVELY, THE "PRIOR PROJECTIONS"), AND (B) HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PRIOR PROJECTIONS. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT (i) HONEYWELL DOES NOT GUARANTEE THAT ANY RESULTS SET FORTH IN ANY PRIOR PROJECTIONS WILL BE ACHIEVED, (ii) ACTUAL RESULTS MAY VARY MATERIALLY FROM THE PRIOR PROJECTIONS, AND (iii) CUSTOMER HAS NOT RELIED UPON ANY SUCH PRIOR PROJECTIONS IN DETERMINING TO ENTER INTO THIS AGREEMENT AND CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.**

11.8 Severability; Blue-Pencil. The terms of this Agreement will, where possible, be interpreted and enforced so as to sustain their legality and enforceability, read as if they cover only the specific situation to which they are being applied and enforced to the fullest extent permissible under applicable law. If any term of this Agreement is determined to be invalid, illegal or incapable of being enforced, then all other terms of this Agreement will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the parties' original intent as is permissible.

11.9 HONEYWELL IS NOT, NOR IS HONEYWELL COMPENSATED AS, A MUNICIPAL ADVISOR OR FIDUCIARY ACTING ON CUSTOMER'S BEHALF. ANY AND ALL FINANCIAL AND OTHER INFORMATION PROVIDED ABOUT OR RELATING TO MUNICIPAL SECURITIES OR OTHER MUNICIPAL FINANCIAL PRODUCTS IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS ADVICE, IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED) AND WITHOUT ANY REPRESENTATION WITH RESPECT TO ACCURACY OR COMPLETENESS, AND MUST NOT BE

RELIED UPON IN CONNECTION WITH ANY SECURITIES, INVESTMENT OR FINANCIAL DECISION OR OTHER ACTION/INACTION. CUSTOMER SHOULD OBTAIN THE ADVICE OF A FINANCIAL ADVISOR, MUNICIPAL ADVISOR OR OTHER THIRD PARTY LICENSED AND QUALIFIED TO ADVISE YOU REGARDING ANY OF THE INFORMATION PROVIDED ABOUT, OR THE POTENTIAL SUITABILITY OF, MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS.

11.10 Honeywell and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Department of Labor in accordance with Articles 8 and 9 of the New York State Labor Law. The invoices submitted to Customer shall be accompanied by certified payrolls. Neither Honeywell's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in New York State Labor Law.

11.11 This Agreement shall not be executory unless and until approved by the Commissioner of Education of the State of New York as required by 8 NYCRR 155.20.

11.12 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 this Agreement.

11.13 Honeywell agrees not to discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, disability, color, religion, national origin, sexual orientation, genetic predisposition or carrier status, marital status, gender identity, gender expression, Vietnam era military service or ancestry in accordance with applicable Federal, New York State or local laws, rules, and ordinances.

11.14 Honeywell shall, prior to the commencement of construction, deliver to Customer Performance and Payment Bonds in a sum equal to the Price ensuring Honeywell's faithful performance of this Agreement as it may be from time to time modified by Change Orders. Such bonds shall be in the form of AIA Document A310-2010 and shall be issued by a New York State licensed or authorized insurer that has an A.M. Best Rating of "secure" or better and a Rating of (A-)(VII) or better. A rider including the following provisions shall be attached to each Bond:

a. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or forbearance on the part of either the Customer/Owner or Honeywell to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

b. Surety further agrees that in event of any default by the Customer/Owner in the performance of the Customer's/Owner's obligations to Honeywell/the Contractor under the Contract, the Contractor/Honeywell or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Customer/Owner, and the Customer/Owner 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, the Customer/Owner.

11.15 Federal and state laws and the policies of Customer prohibit sexual harassment of Customer's students and employees. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for students and employees of Customer. Honeywell shall exercise control over its employees, agents, consultants, subcontractors, and suppliers so as to prohibit acts of sexual harassment of students, visitors, volunteers, officials, officers and employees of Customer. In the event Customer, in its reasonable judgment, determines that Honeywell or its employees, agents, consultants, subcontractors and/or suppliers have committed an act of sexual harassment, upon notice from Customer, Honeywell shall cause such person to be removed from Customer's property and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease. In the event Honeywell or its employees, agents, subcontractors or suppliers believes it has been the subject of sexual harassment by the Customer, its elected or appointed officials, officers, employees, students, contractors or agents, it shall give notice to Customer; so, Customer can take such action as may be reasonably necessary to cause any sexual harassment to cease.

11.16 This Agreement represents the entire agreement between Customer and Honeywell relating to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether oral or written, between the parties related to such subject matter. Honeywell's performance is expressly limited to the terms and conditions expressly set forth in this Agreement, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, provisions of the documents for construction, or any other specification, document, instrument or understanding issued by Customer, any and all of which will be deemed to be material alterations and are rejected and not binding upon Honeywell and will not be a part of this Agreement or any resulting order. This Agreement may be modified or amended only by a written instrument signed by both parties. This Agreement does not supersede the prior Energy Performance Contracts between the Parties.

11.17 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

ARTICLE 12
DISPUTE RESOLUTION

12.1 Honeywell and Customer shall exert reasonable efforts to resolve any dispute that may arise respecting the Work or the Project. In the event that a particular dispute cannot be so resolved, Honeywell and Customer agree that the dispute shall be resolved in a court of competent jurisdiction.

ARTICLE 13
SANCTIONS

Customer and its Affiliates will comply with all laws and regulations applicable to access and use of the Offerings. Customer acknowledges that: (a) Honeywell does not provide legal advice regarding compliance with laws and regulations related to use of the Offerings, and (b) the Offerings has functionality that could be used in ways that do not comply with laws and regulations and Customer is solely responsible, and Honeywell has no liability, for Customer's compliance with law with respect to its use of the Offerings. Customer and its Affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where Customer conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations ("Sanctions Laws") related to Customer's access to or use of the Offerings. Customer represents and warrants that none of Customer or its directors, employees, contractors, agents, banking partners, Affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List and the OFAC Sectoral Sanctions Identifications List; (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, "Sanctioned Persons"). Neither Customer nor its Affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the Offerings, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the Offerings for any purpose prohibited by the Sanctions Laws. Customer will not submit to the Offering any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. Customer's violation of this Section will be a material breach.

Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. Customer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit Customer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Customer will provide reasonable assistance to Honeywell to complete such audit. Customer's failure to comply with this provision will be deemed a material breach of the Agreement. Customer will not submit to the Offerings any data subject to the Sanctions Laws.

Honeywell will obtain the export license when Honeywell is the exporter of record. Customer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Offerings purchased, delivered, licensed or received from Honeywell. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any Affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.

Customer will notify Honeywell immediately in writing of actual or reasonably suspected violations of this section. Honeywell may suspend or terminate the Agreement or any Purchase Order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without Honeywell incurring any liability.

APPROVALS:
The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

HONEYWELL INTERNATIONAL INC.		**CROTON-HARMON UNION FREE SCHOOL DISTRICT**	
By	DocuSigned by: Sunilkumar Prajapati 957AC567F5864BD...	By	
Name	Sunilkumar Prajapati	Name	Anamika Bhatnagar

Title	General Manager - Honeywell - SBT	**Title**	BOE President
Date	28-Aug-2026 | 2:16:12 PM PDT	**Date**	8/28/26

~ This Page Intentionally Left Blank ~

PART 1 – PRODUCTS & EXECUTION

All work performed under the energy performance contract will be in accordance with the provisions of Section 01050 – "Uniform Safety Standards for School Construction and Maintenance Projects – Commissioner's Regulations" specification incorporated herein by reference.

Plans and specifications, based on the scope below, will be produced for submission to the State Education Department for approval and are incorporated herein by reference.

All work must be performed and installed in accordance with applicable laws, rules, regulations, codes, and ordinances of New York State.

ECM 1: Install Solar PV Systems

Building	PROPOSED SOLAR PHOTOVOLTAIC SYSTEMS	
	Total DC kW Rating	System Type
Croton-Harmon HS	129.21	Roof Mount
	135.30	Carport Canopy
	104.80	Existing Roof Mount
Piere Van Cortlandt MS	83.78	Roof Mount
	118.80	Carport Canopy
	30.40	Existing Roof Mount
Carrie E. Tompkins ES Campus	42.48	Roof Mount
	227.92	Existing Roof Mount

TABLE A-1.1

Scope of Work:

Pre-Construction:

1) Complete all required interconnection application documentation with the local utility.
2) Coordinate interconnection with the local utility - there are no electrical upgrades or redundant relays included in this project. Existing utility and school electrical service and equipment is assumed to be adequate for solar installation. Any upgrades required for interconnection will be paid for by the Customer. The Customer reserves its right to reduce the scope of work under the Agreement and issue a deduct change order for same to cover all associated costs for required interconnection upgrades. The Customer further reserves the right to terminate the Agreement in its sole discretion, and without penalty or cost, in the event that the scope of work is materially modified as a result of interconnection costs associated with the Project.
3) Provide all labor, material, and equipment required to install the solar photovoltaic systems detailed in Table A-1.1 above.

Roof Structural:

1) No roof structural work is included in this scope of work.

Construction:

1) Existing roof mounted systems are behind the meter. Disconnect existing electrical into the building. The new solar and existing solar systems will be tied together at a single utility connection point in front of the meter.
2) All wiring to meet the requirements of the code in effect at the time of permit submission, as amended.
3) Solar modules are to be bankable quality.
4) Inverters are to be bankable quality, balance of system to be per 2025 National Electric Code, as amended.
5) Interconnection to building system to be per 2025 National Electric Code lineside tap.
6) Removal all debris and dispose of properly.
7) All necessary storage.
8) Install Power Dash monitoring system or equal with one year of remote access subscription service, the cost of which shall be borne by Honeywell.
9) Provide required training.
10) Manufacturer provides a ten (10) year inverter warranty and a twenty-five (25) year panel warranty.
11) Provide necessary tree trimming to remove roof shading at each location.
12) Carports to be provided with gasketed sealants between adjacent modules and gutter system at low end of array. Gutters to be connected to storm drainage system.
13) Standard 3ft diameter and 10ft long concrete piers, with 3ft above grade reveal for carport system.
14) Pricing is based on current rebate of $0.45/watt for roof mounted systems and $0.65/watt for carport systems. If rebate program is discontinued or lowered pricing and scope will be modified.
15) Work shall be performed during weekdays from 7am – 5pm in accordance with the requirements set forth in the Main Agreement.

Exclusions:

1) Utility required upgrades or charges that result from interconnection and CESIR studies; however, the cost of the CESIR study itself shall be borne by Honeywell.
2) Utility required protective relay.
3) Roof modifications other than ballast sheets.
4) Rock drilling
5) Sub surface obstruction
6) No spread footing on concrete carport piers

ECM 2 : Unit Ventilator Replacements

Building	Areas	PROPOSED UNIT VENTILATORS	
		Replacement Count	CFM
Piere Van Cortlandt MS	4th Flr: Rms 407, 408,409, 415	4	1,500

TABLE A-2.1

Scope of Work

1) Demolish and dispose of the existing unit ventilators per Table A-2.1.
2) Furnish and install new McQuay or equal unit ventilators as required for each area. Unit ventilators to be equipped as "DDC ready", factory supplied with a modulating control valve and damper actuator already installed as well as a 24VAC transformer.
3) Furnish and install new DX condensing units.
4) Reconnect fin-tube radiation where applicable to provide required clearance for new unit ventilators.
5) Furnish and install new controllers.
6) Provide heating source to match existing, Provide DX cooling for new unit ventilators.

7) Rigging and setting in place the above described new equipment.
8) Re-use existing openings in the wall for outside air
9) Provide sheet metal backing on unit ventilator to match wall opening size.
10) Reuse existing outside air grille on the exterior wall.
11) Furnish and install any required piping, valves, and fittings.
12) Provide power wiring.
13) Provide pipe insulation.
14) Repair or replace built in shelving around new unit ventilators as required.
15) Provide start-up, testing, commissioning.
16) Abatement services limited to ceiling cutouts and drill penetrations at hanger locations required for the installation of refrigeration and condensing lines on the 3rd and 4th floors under this ECM 2 scope of work. Abatement is provided solely at the specific penetration points necessary to complete ECM 2 installation and does not extend to adjacent areas, other floors, or any other portion of the building. Variance for drilling is included. Any abatement beyond what is strictly required to perform ECM 2 installation work described in this section is specifically excluded. Honeywell to select and provide 3rd party air quality testing & monitoring services during abatement.

PART 2 – GENERAL

A. GENERAL CONDITIONS

1. Honeywell is not responsible for bringing existing lighting/electrical systems up to code.
2. Except to the extent already included in ECM 2 above, if Honeywell encounters any additional materials or substances classified as toxic or hazardous in performance of the Work, including asbestos, Honeywell will notify Customer and will stop work in that area until such area has been made safe by the Customer, or Customer's Representative, at Customer's expense. In the event such conditions cause a delay in Honeywell's performance, Honeywell shall be entitled to recovery of all costs associated with such delay, as well as an extension of time of performance.
3. Where demolition of certain areas of a building are required for removal and installation of equipment and that demolition is included in the scope of work defined herein, Honeywell will make every effort to replace such areas with similar materials as available. If such materials are not available, materials of similar quality will be supplied and installed.
4. Electrical: Honeywell will only be responsible for repairing existing electrical wiring problems that occur within three feet (36 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller. Piping: Honeywell will only be responsible for repairing existing piping problems that occur within two feet (24 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller. Piping includes, but is not limited to, domestic hot and cold water, cooling cold water, heating hot water, condensate, fuel oil, and cooling tower condensing water.
5. Routine Maintenance: Routine maintenance such as vacuuming, coil cleaning and filter change of air handling devices, etc. is the responsibility of the Customer, or as included in Attachment D.
6. Utility Meter: If new utility meters are required, provision and coordination of utility meters is the responsibility of the customer.
7. Remote Access: Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Guaranteed Savings for operational compliance with the manufacturer's specifications, and the requirements contained herein. Customer is responsible for implementation and costs for remote Honeywell access through Customer's firewall(s) to the controllers and front-end computer(s) by two (2) remote users designated by Honeywell using the following process:
   - TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for remote access hardware and software including but not limited to VPN, RDP, station licenses dedicated to at least two remote users.

If remote access is interrupted, at any time during the Guarantee Term, Honeywell reserves the right to suspend any reporting requirements and deem any savings from associated ECMs as achieved until remote access has been restored.

8. Efficiency Values: Honeywell will install equipment and lighting components (hereto referred as "equipment") under the scope described herein with specific energy and water efficiency values. The customer is required to replace any failed "equipment" no longer warranted by Honeywell or a Honeywell subcontractor, with "equipment" of equal or greater efficiency for the full contract guarantee term.

9. Text intentionally deleted.

10. The following areas are specifically excluded from this scope of work. Correction of problems in these areas, if required by Federal, State or local law or ordinance, will be considered additional work and will be chargeable (with approval) to the Customer.

    a. Any work not specifically stated and outlined in this scope of work.

    b. Painting and patching of areas beyond those areas directly related to work.

    c. Existing non-code conditions (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc).

11. Extended Warranties or Service Plans: Honeywell will transfer to the Customer manufacturer warranties and service plans to the extent they extend beyond the two-year Honeywell warranty. Following the two-year Honeywell warranty the Customer will contact the manufacturer directly for warranty or service issues. Honeywell does not guarantee that the manufacturer or service provider will be available throughout the term of the manufacturer's warranty.

12.. Honeywell may, during its contracted work, rely on estimates, audits, and surveys conducted by Customer, its affiliates, or subcontractors. Customer warrants the accuracy of such information and further accepts responsibility for any costs arising out of the provision to Honeywell of inaccurate data or information. Customer is responsible for the work product and methods of their chosen subcontractors.

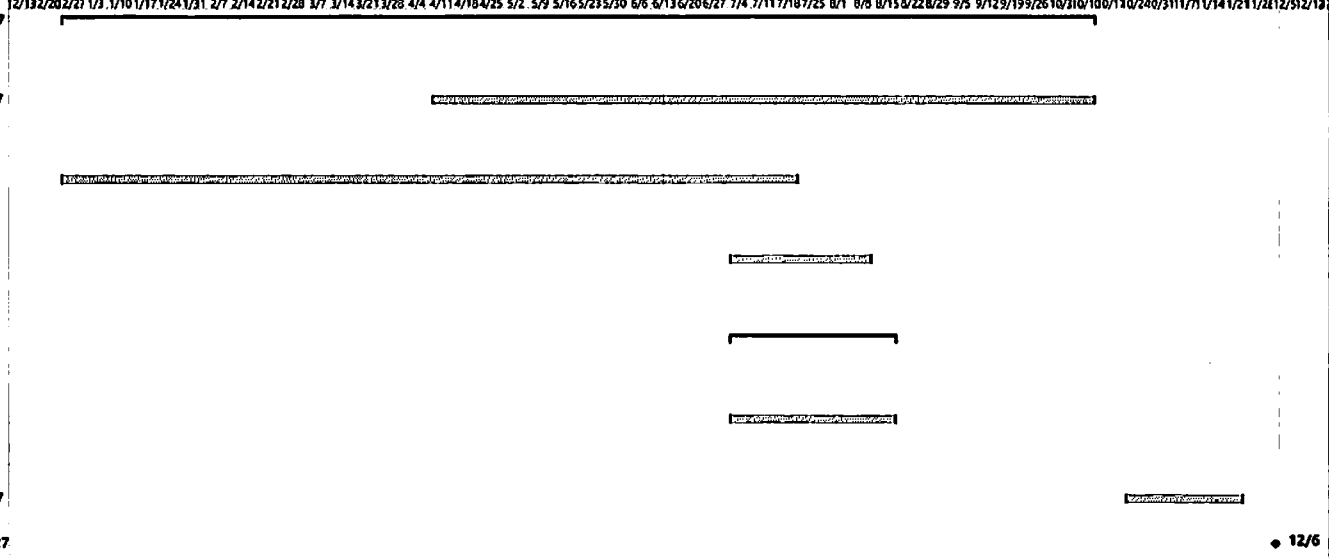
13. All on-site work for ECM 2 (Unit Ventilator Replacements) shall be performed on weekends, during summer breaks, or at such other times when school is not in session, unless the Parties otherwise agree in writing. So long as no cranes or other machinery used to lift materials to heights (e.g., such as to a roof) are used when school is in session for students and no activities are conducted by Honeywell or its contractors that will cause the noise level in any occupied areas of Customer's school buildings to exceed 60 dba or otherwise violate any of the requirements contained in 8 NYCRR §§ 155.2, 155.5 and 155.7, Customer otherwise will allow the installation of the solar PV system(s) to be performed during regular business hours (Monday through Friday) concurrently with building occupancy, and will not unreasonably restrict or delay Honeywell's access to Customer's facilities to the extent such access is necessary for Honeywell to complete the solar PV installation within the timeframes required to secure the Guaranteed ITC Amount and perform its scope of work as described in this Attachment A.. The District shall be notified in advance of any such daytime solar installation activities.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Provision of equipment, material, and labor to provide functional measurement and verification systems coordinated under Attachment D – Guarantee and M&V Services Agreement.

Attachment C Project Schedule - Croton-Harmon UFSD

ID	Task Mode	Task Name	Duration	Start	Finish
1		**ECM 1: Install Solar PV Systems**	**210 days**	**Mon 12/28/26**	**Fri 10/15/27**
2		Pierre Van Cortlandt Middle School	135 days	Mon 4/12/27	Fri 10/15/27
3		Croton Harmon High School	150 days	Mon 12/28/26	Fri 7/23/27
4		Carrie Tompkins Elementary School	30 days	Mon 7/5/27	Fri 8/13/27
5		**ECM 2: Unit Ventilator Replacements**	**35 days**	**Mon 7/5/27**	**Fri 8/20/27**
6		Pierre Van Cortlandt Middle School	35 days	Mon 7/5/27	Fri 8/20/27
7		Walk Through/Punchlist	25 days	Mon 10/25/2	Fri 11/26/27
8		Project Acceptance	0 days	Mon 12/6/27	Mon 12/6/27



Croton-Harmon UFSD
Project Schedule

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

Project Schedule will be adjusted based on actual SED approval and financing dates

ATTACHMENT D
GUARANTEE AND SUPPORT SERVICES AGREEMENT
(INCLUDING M&V SERVICES, GUARANTEE TERMS, AND SCHEDULE OF GUARANTEED SAVINGS)

Project Name: Croton-Harmon UFSD – Energy Performance Contract
Proposal Number: CHUFSD080426
Date: 08-04-26

("Honeywell")

Honeywell International Inc.
300 South Tryon St., Ste 500
Charlotte, NC 28202

("Customer")

Croton-Harmon UFSD
10 Gerstein Street

Croton -on-Hudson, NY 10520

Service Location Name(s):

Croton Harmon UFSD High School	36 Old Post Road South, Croton-on-Hudson, NY
Pierre Van Cortlandt Middle School	3A Larking Place, Croton-on-Hudson, NY
Carrie E. Tompkins Elementary School Campus	8 Gerstein Street, Croton-on-Hudson, NY

Summary - The following summary is for informational purposes only. The specific terms, conditions and other specifications set forth in the details of this Guarantee and Support Services Agreement shall take precedence over this summary.

- ☐ **Preferred Temperature Control Services**
- ☐ **Flex Temperature Control Services**
- ☐ **Preferred Automation Maintenance Services**
- ☐ **Flex Automation Services**
- ☐ **Preferred Fire Alarm Maintenance Services**
- ☐ **Fire Alarm Test and Inspect Services**
- ☐ **Preferred Security System Inspect Services**
- ☐ **Flex Security System Services**
- ☐ **Preferred Mechanical Maintenance Services**
- ☐ **Flex Mechanical Maintenance Services**
- ☐ **ServiceNet™ Remote Monitoring and Control Services**
- ☐ **EBI Services**
- ☒ **M&V Services**
- ☐ **Online Services**
- ☐ **Advanced Support**
- ☐ **Site Services**
- ☐ **Honeywell Energy Analysis Reporting**
- ☐ **Air Filter Services**
- ☐ **Water Treatment Services**
- ☐ **Critical Parts Stocking**
- ☐ **Thermography Services**
- ☐ **Emergency Generator Services**
- ☐ **In Suite Services**
- ☐ **Remote Monitoring/Radionics**
- ☐ **Indoor Air Quality Auditing Services**
- ☐ **Service Management Software**
- ☐ **FM Worksite**
- ☒ **Guarantee Special Provisions**
- ☐ **Other/Special Provisions**_____
- ☐ **Honeywell Users Group**
- ☐ **Attune™ Advisory Services - Operations**
- ☐ **Attune™ Advisory Services - Energy Optimization**
- ☐ **Attune™ Advisory Services – Energy Awareness**
- ☐ **Attune™ Advisory Services – Lobby Digital Signage**

Support Services Agreement Term ("Support Services Term"): Eighteen (18) years from the Support Services Effective Date.

Support Services Agreement Effective Date ("Support Services Effective Date"): The first day of the following month following the date of Final Project Acceptance of the Work.

Price for Year 1: Five Thousand One Hundred Fifteen Dollars, ($5,115), (plus applicable taxes). See Section A.6.2 for price in subsequent years.

Payment Terms: In two equal installments each of which will be paid within thirty (30) days after Customer's receipt of an invoice for each installment. The second installment shall not be due until at least five months after the first installment each year.

☐ Sales/Use Tax will be Invoiced Separately ☐ Sales/Use Tax is Included in the Price ☒ This Sale is Tax Exempt

Honeywell International Inc., through its Honeywell Building Solutions strategic business unit ("Honeywell"), will provide, or cause to be provided, to Customer the services (the "Support Services") set forth in the attached work scope documents in Part B of this Attachment D ("Support Services Scope") with respect to the Service Location(s) in accordance with the Support Services Scope, and the terms and conditions set forth in Part A of this Attachment D, which together with the guarantee terms and Schedule of Guaranteed Savings set forth in Part C and Part D, respectively, of this Attachment D, constitute this Guarantee and Support Services Agreement (the "Support Services Agreement"). This Support Services Agreement is entered into as Attachment D to, and by execution of, the accompanying Honeywell Agreement between Honeywell and Customer (the "Main Agreement"). Together, the Main Agreement and Support Services Agreements are the "Agreement."

Part A – Support Services Terms & Conditions
Part B – Support Services Scope Description, including M&V Services
Part C – Guarantee Terms
Part D – Schedule of Guaranteed Savings
Exhibits - The following Exhibits are attached hereto and are made a part of the Agreements:

Exhibit D-1 & D-2	Reserved
Exhibit D-3	Reserved
Exhibit D-4	Reserved
Exhibit D-5	Engineered Cost Avoidance Calculations
Exhibit D-6	Operational Savings Methodology
Exhibit D-7	Detailed M&V Plan

PART A. STANDARD TERMS AND CONDITIONS FOR SUPPORT SERVICES

The following terms and conditions, in Sections A.1 to A.8, apply to all Support Services, including M&V Services.

A.1 Terms Incorporated from Main Agreement

The following provisions set forth in the Main Agreement shall apply to the Support Services:

A.1.1 The Patent Indemnity provision in Section 2.3.
A.1.2 The Hazardous Substances provision in Section 3.8.
A.1.3 The Taxes provision in Section 3.9.
A.1.4 Reserved.
A.1.5 The Force Majeure provision in Section 5.2.
A.1.6 The Price Adjustment provision in Section 6.1.3.
A.1.7 The Insurance provision in Section 8.2 shall apply through the final completion of the Support Services.
A.1.8 The Indemnity provisions in Article 8.
A.1.9 The Assignment, Governing Law and Miscellaneous provisions in Article 10 and Article 11.
A.1.10 Disputes related to the Support Services shall be resolved in accordance with Article 12 of the Main Agreement.

A.2 Working Hours

A.2.1 Unless otherwise stated, all Support Services will be performed during the hours of 8:00am - 4:30pm local time Monday through Friday, excluding federal or state holidays. If for any reason Customer requests Honeywell to perform Support Services outside such hours, any overtime or additional expenses incurred by Honeywell will be billed to and paid by Customer.

A.3 Proprietary Information

A.3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Support Services Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party or use such information (except as necessary to comply with its obligations under this Agreement) without prior written consent of Honeywell. The term "proprietary information" means confidential or non-public information, including but not limited to, software supplied to Customer, disclosed or made available to Customer by Honeywell. The electronic platform, code and arrangement upon which the legible Energy Savings Calculations are published is "Proprietary." The results of the Energy Savings Calculations shall be supplied to Customer in a manner that is not "Confidential" or "Proprietary". The provisions set forth in Section 11.2 of the Main Agreement shall apply to the "proprietary information." The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell who had no obligation of confidentiality to Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell; (f) is received by Customer after written notification to Honeywell that the Customer will not accept any further information; or (g) which must be disclosed pursuant to law.

A.3.2 Customer agrees that Honeywell may use non-proprietary information pertaining to the Agreements, and the work or services performed under the Agreements, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which approval will not be unreasonably withheld. Honeywell may, during and after the term of the Agreements, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with the Agreements. The rights and obligations in this Section A.3 shall survive termination or expiration of the Agreements.

A.4 Limitation of Liability

A.4.1 THE LIMITATIONS OF LIABILITY AND APPLICATION THEREOF, AS SET FORTH IN ARTICLE 2 AND ARTICLE 8 OF THE MAIN AGREEMENT, SHALL APPLY TO THE PROVISION OF THE SUPPORT SERVICES.

A.5 Coverage of Support Services

A.5.1 Customer agrees to provide Honeywell access to all equipment and software necessary to Honeywell's performance of the Support Services. Honeywell will be free to start and stop all equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

A.5.2 Honeywell has no obligation to repair or replace non-maintainable parts of any systems, including, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

A.5.3 Honeywell will not reload software, or make repairs or replacements necessitated by reason of negligence or misuse of any equipment by persons other than Honeywell or its employees, or necessitated by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

A.5.4 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not expressly required to be provided by Honeywell under this Agreement. Customer is solely responsible for the cost of material and labor relating to any such refrigerant not otherwise provided for under this Agreement at current market rates.

A.5.5 Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

A.5.6 Unless otherwise expressly provided in this Support Services Agreement, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Covered Equipment.

A.6 Terms of Payment

A.6.1 Customer will pay or cause to be paid to Honeywell the full price for the Support Services, as specified on the first year line of the Support Services Pricing Table (Section A.6.2) and such price may be adjusted in accordance with this Support Services Pricing Table. Honeywell will submit invoices to Customer in advance for Support Services to be performed during the subsequent billing period, and payment shall be due after Customer's receipt of each such invoice, as set forth in the "Payment Terms" provisions at the beginning of this Attachment D. Payments for Support Services past due more than thirty (30) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate, whichever is lower. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

A.6.2 Honeywell may annually adjust the amounts charged for the Support Services provided under the Support Services Agreement as set forth in the schedule below.

YEAR	PRICE
1	$5,115
2	$5,269
3	$5,427
4	$5,590
5	$5,758
6	$5,930
7	$6,108
8	$6,291
9	$6,480
10	$6,675
11	$6,875
12	$7,081
13	$7,294
14	$7,512
15	$7,738
16	$7,970
17	$8,209

YEAR	PRICE
18	$8,455

A.7 Termination

A.7.1 Customer may terminate this Support Services Agreement for cause if Honeywell defaults in the performance of any material term of this Support Services Agreement, or fails or neglects to carry forward the Support Services in accordance with this Support Services Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure such default, Customer may, by written notice to Honeywell, terminate this Support Services Agreement.

A.7.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) if Customer breaches this Agreement. If, within thirty (30) days following Honeywell's notice of breach, Customer fails to make the payments then due, or otherwise fails to cure such breach, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work performed and for losses sustained, including but not limited to, reasonable overhead, profit and applicable damages.

A.7.3 Honeywell may terminate this Support Services Agreement in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, Customer may terminate this Support Services Agreement in the event Customer's premises are destroyed. In the event of such termination under this Section A.9.4, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Support Services performed to the date of termination.

A.7.4 Each year at the anniversary of the commencement of the term of this Support Services Agreement, Customer may terminate the Support Services Agreement by giving Honeywell written notice at least thirty (30) days prior to the anniversary date. Termination of the Energy Guarantee Auditing and Analysis Services by Customer shall render the Energy Guarantee null and void and Honeywell shall have no further obligation with respect to the Energy Guarantee set forth herein. In the event Customer elects to terminate this Support Services Agreement at any other time during the year, Customer shall be billed on a pro rata basis and will not receive an M&V Report at the end of the year.

A.8 Appropriations and Essential Use

A.8.1 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 this Agreement.

A.8.2 In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the Covered Equipment and Support Services under the Support Services Agreement, then Customer shall, not less than thirty (30) days prior to the end of such applicable fiscal period, in writing, notify Honeywell (and its assignee, if any) of such occurrence. The Support Services Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Customer of any kind, except as to (i) the portions of the payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available, and (ii) Customer's other obligations and liabilities under the Agreement relating to, accruing or arising prior to such termination. In the event of such termination, Customer agrees to peaceably surrender to Honeywell (or its assignee, if any) possession of any equipment that is provided by Honeywell under the Support Services Agreement, on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Honeywell, all at Customer's expense. Honeywell (or its assignee, if any) may exercise all available legal and equitable rights and remedies in retaking possession of any equipment provided by Honeywell under this Support Services Agreement.

The following terms and conditions, in Sections A.9 to A.12, apply to all Support Services, except for the M&V Services.

A.9 Warranty

Any equipment provided as part of the Support Services shall be covered by the warranties set forth in Section 2.4 of the Main Agreement. The warranty term for such equipment shall commence upon installation.

A.10 Refrigerant

A.10.1 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify and hold harmless Honeywell from and against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is negligent for its mishandling.

A.11 Coverage of Support Services (other than M&V Services)

A.11.1 It is understood that the repair, replacement, and emergency service provisions of this Support Services Agreement, if any, apply only to the Covered Equipment. "Covered Equipment" means the equipment covered by the Support Services other than M&V Services, if any, to be performed by Honeywell under this Support Services Agreement, and is limited to the equipment expressly identified as such in the Scope of Support Services.

A.11.2 Customer agrees to use Covered Equipment and software covered by the Support Services in accordance with the manufacturer's specifications.

A.11.3 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination or expiration of this Support Services Agreement, Honeywell may remove these devices and return the applicable system(s) to their original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

A.11.4 This Support Services Agreement assumes that the applicable systems and/or Covered Equipment and applicable software are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Support Services Agreement and the Support Services Price adjusted accordingly.

A.11.5 In the event that any applicable system or any equipment component thereof is altered, modified, changed or moved, this Support Services Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes or movement.

A.11.6 Maintenance, repairs, and replacement of equipment parts and components are limited to restoring to proper working condition.

A.11.7 Customer will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment that comes to Customer's attention.

A.12 Indemnification and Insurance

A.12.1 The indemnity and insurance provisions set forth in Sections 8.1 and 8.2 of the Main Agreement shall apply throughout the Support Services Term.

A.12.2 The patent indemnity set forth in Section 2.3 of the Main Agreement shall apply throughout the Support Services Term.

A.13 Miscellaneous

A.13.1 Article 10 of the Main Agreement shall apply throughout the Support Services Term.

A.13.2 All applicable sections of Article 11 of the Main Agreement shall apply throughout the Support Services Term.

PART B. SUPPORT SERVICES SCOPE DESCRIPTION

B.1 Guarantee Analysis Services

B.1.1 Scope – Honeywell will implement the guarantee analysis services outlined in Section B.1.3 (the **"M&V Services"**) for the following ECMs. The M&V Services are to be performed consistent with the terms of the guarantee set forth in Part C, and the Schedule of Guaranteed Savings and related provisions set forth in Part D, in each case of this Attachment D. Certain defined terms are set forth in Part C.

List of Covered Facilities, Meters, Energy Conservation Measures ("ECMs) by Service Offering:

(a)	(b)	(c)	(d)
Facility	**LDC Meter # / Utility Type**	**ECMs (list only ECMs associated with meter listed in Column (b))**	**Related M&V Services Subsection**
Croton-Harmon HS	Electric: NYPA Account#: 590917175009001 Meter #: 7826865 A	ECM 1 – Install Solar PV Systems	1.4.1
Pierre Van Cortlandt MS	Electric: NYPA Account #: 590917175010009 Meter #: 7194319 A	ECM 1 – Install Solar PV Systems	1.4.1
	Natural Gas: ConEdison Account #: 59091719110000 8 Meter #: 3434356	ECM 2 – Unit Ventilator Replacements	1.4.1
Carrie E. Tompkins ES Campus	Electric: NYPA Account #: 590917180000003 Meter #: 7086455 A	ECM 1 – Install Solar PV Systems	1.4.1

B.1.1.1 General Descriptions – The following are general descriptions of one or more approaches to providing guarantee analysis services. The specific details of the M&V Services relating to the Retrofit as set forth in this Support Services Agreement take precedence over these descriptions.

Option A—Retrofit Isolation with Key Parameter Measurement
This option is based on a combination of measured and estimated factors when variations in factors are not expected. Measurements are spot or short-term and are taken at the component or system level, both in the baseline and post-installation cases. Measurements should include the key performance parameter(s) which define the energy use of the ECM. Estimated factors are supported by historical or manufacturer's data. Savings are determined by means of engineering calculations of baseline and post-installation energy use based on measured and estimated values. Savings are calculated using direct measurements and estimated values, engineering calculations and/or component or system models often developed through regression analysis. Adjustments to models are not typically required.

Option B—Retrofit Isolation with All Parameter Measurement
This option is based on periodic or continuous measurements of energy use taken at the component or system level when variations in factors are expected. Energy or proxies of energy use are measured continuously. Periodic spot or short-term measurements may suffice when variations in factors are not expected. Savings are determined from analysis of baseline and reporting period energy use or proxies of energy use. Savings are calculated using direct measurements, engineering calculations, and/or component or system models often developed through regression analysis. Adjustments to models may be required.

Option C – Utility Data Analysis
This option is based on long-term, continuous, whole-building utility meter, facility level, or sub-meter energy (or water) data. Savings are determined from analysis of baseline and reporting period energy data. Typically, regression analysis is conducted to correlate with and adjust energy use to independent variables such as weather, but simple comparisons may also be used. Savings calculations use regression analysis of utility meter data to account for factors that drive energy use. Adjustments to models are typically required.

Option D—Calibrated Computer Simulation
Computer simulation software is used to model energy performance of a whole-facility (or sub-facility). Models must be calibrated with actual hourly or monthly billing data from the facility. Implementation of simulation modeling requires engineering expertise. Inputs to the model include facility characteristics; performance specifications of new and existing equipment or systems; engineering estimates, spot-, short-term, or long-term measurements of system components; and long-term whole-building utility meter data. After the model has been calibrated, savings are determined by comparing a simulation of the baseline with either a simulation of the performance period or actual utility data. Savings calculations are done based on computer simulation model (such as eQUEST) calibrated with whole-building or end-use metered data or both. Adjustments to models are required.

B.1.2 Coverage – The M&V Services includes all labor, travel, and expenses to perform the services and frequency described in Section B.1.3. In general, and subject to details of the M&V Plan, Honeywell will provide a single (1) reporting submission of the determination of the amount of Cost Avoidance for each Guarantee Year. Services not explicitly described in Section B.1.3, including Customer Guarantee Responsibilities, are not included.

B.1.3 M&V Plan: In general, the M&V Services:

(a) are required to be performed for the entire Guarantee Term;
(b) may employ one or more of Options A, B, C or D; and
(c) include delivering a report on an annual basis, for either the entire Guarantee Term, or for a shorter M&V reporting term.

The details of the M&V Services are set forth in the M&V Plan, as described in detail in Exhibit D-7, which takes precedence over the general description in this Section B.1.3.

B.1.4 M&V Offerings – In coordination with Section B.1.1, HONEYWELL will perform the Measurement & Verification (M&V) offerings checked below:

☒ B.1.4.1 **Retrofit Isolation Energy Audit for Option A Verified ECMs** – HONEYWELL will provide *Option A* energy guarantee auditing services as detailed in Attachment D, and Exhibits to Attachment D for specific Energy Conservation Measures (ECMs) identified in Attachment D and/or Exhibits to Attachment D as using *Option A* methodologies for Measurement and Verification. HONEYWELL will provide this one-time determination of the quantity of energy avoidance of the CUSTOMER'S facility for the First Guarantee Year only. Option A methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (Section B.1.3) HONEYWELL shall either stipulate the quantity of cost avoidance or determine the cost avoidance from engineering calculations and measurement of specific variables as described in Section D.1.1.1. Utility bill auditing (Option C) and reconciliation of Option A results to utility meter bill data is not included. The Option A retrofit isolation method was selected by the CUSTOMER to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due to changes to the site or facilities from the baseline conditions.

HONEYWELL will provide a single (1) reporting submission of the determination of energy avoidance for the First Guarantee Year. The Energy Avoidance quantified in the First Guarantee Year will be stipulated as the annual Energy Avoidance for each Guarantee Year of the remaining contract term. Reporting of Cost Avoidance will occur each year of the term and the monetization of Cost Avoidance will be determined as described in Section D.1.1.1.

Work Coverage: Utility Meters listed in Section B.1.1 designated as Option A

Term Coverage: Year 1 Monitoring; Year 2 to End of Term stipulated based on Year 1 Results

Option A Audit Report section will be submitted: ☐ 1-Time Only ☐ Quarterly ☐ Semi-Annually ☒ Annually

☐ **B.1.4.2 Utility Bill Energy Audit for Option C verified ECMs** – RESERVED

B.2. Additional Support Services: NONE

PART C. GUARANTEE TERMS

C.1. Definitions

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Annual Scheduled Savings" means for any applicable Guarantee Year, the amount set forth in the Schedule of Guaranteed Savings in Section D.1.

"Baseline" or **"Base Year"** is the description that defines the Baseline Usage unit costs and facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining Cost Avoidance. It may not always be one contiguous element of time and may be different from a 365-day annual period.

"Baseline Period" is the period of time (specified in Part D) coordinated with the Baseline Usage, including for the purpose of utility bill analysis, to allow the comparison of a Guarantee Year against a Baseline. The Baseline Period may not always be one contiguous element of time and may be different from a 365-day annual period. Baseline information from non-contiguous elements of time may be normalized and assigned to a specified Baseline Period.

"Baseline," "Baseline Usage" or "Baseline Demand" is the calculated or measured Energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Construction Period" is the time period between the start of the project installation and the date of Final Project Acceptance.

"Cost Avoidance" means the difference between the actual cost incurred during a selected time period versus what the cost *would have been* had the ECM not been implemented, including without limitation avoided, defrayed, or reallocated costs.

"Customer Guarantee Practices" are those practices identified herein, intended to achieve Cost Avoidance or necessary to the analysis thereof, as set forth in Section C.4.

"Energy" means utilities and may include electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and water and sewer usage, and secondary utilities such as district steam or compressed air as applicable.

"Energy Costs" means the cost of Energy.

"ECM" means an energy conservation measure, which is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A, for the purpose of avoiding utility (energy, water, etc.) consumption and demand and costs and/or non-utility (O&M, operational) costs.

"Excess Savings" means for any Guarantee Year, the amount, if any, by which the Cost Avoidance applicable to that Guarantee Year exceeds the Annual Scheduled Savings.

"Facilities" shall mean those buildings, or any other facility, location or infrastructure, where Savings will be realized.

"Financing Document" refers to that document, if any, executed between Customer and a third-party financing entity providing for payments from Customer to third-party financing entity.

"Final Project Acceptance" refers to date of Customer signature of the Final Project Acceptance Certificate (see Attachment J) indicating Customer acceptance of the installation of all of the ECMs.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year, also known as the **"Measurement and Verification Phase", "Measurement and Verification Period", "Performance Period", or "Performance Phase".**

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Guarantee Term.

"Guaranteed Savings" is defined as the total scheduled amount of Cost Avoidance that Honeywell is guaranteeing, as set forth in Section D.1 of Part D.

"Guarantee Term" shall have the meaning as defined in Section C.2.1 hereof, also referred to as "Term."

"M&V" means measurement and verification.

"M&V Systems and Equipment" as used in this Guarantee means the systems and equipment identified in Honeywell's Scope of Work and M&V Services, including as set forth in Section C.4.1.

"Material Change" is defined as any change in the following which reasonably could be expected to increase or decrease Energy or Operational Costs at a Facility by a value more than five percent (5%) of the Annual Scheduled Savings per utility meter or submeter, as applicable:

(1) manner of use of the Facility by Client;
(2) hours of operation of any equipment, building or energy system contained in the Facility;
(3) occupancy of the Facility;
(4) structure of the Facility;
(5) types of equipment used in the Facility; or
(6) conditions affecting energy use in the Facility.

"Measurement and Verification Plan" or "M&V Plan" is defined as the plan providing details on how the Guaranteed Savings will be verified.

"Operational Costs" commonly referred to as O&M costs, shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain affected systems and equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Potential-to-Save" or "Potential-to-Perform" by an ECM is satisfied when a measure is properly installed and has the potential to generate predicted levels of Cost Avoidance. Verification of an ECM's "potential-to-save" is satisfied upon Customer's signing of a Certificate of Substantial Completion, as set forth in Attachment J, or its equivalent.

"Retrofit" is the work provided by Honeywell as defined by the "ECMs."

"Retrofit Costs" are the sum of (i) the price for the Work; (ii) interest and other direct fees for financing required to be made by Customer pursuant to the Financing Document; and (iii) the payments required to be made by Customer for the M&V Services.

"Retrofit Isolation Method", "RIM", "RIM Approach" or **"Retrofit Isolation Method Approach"** is an M&V approach that verifies the Guaranteed Savings using techniques that isolate the Energy use of the ECM and affected systems separate from the Energy use of the rest of the Facility. This method is used to mitigate the interactive Energy effects of changes made to the Facility outside of Honeywell's control.

"Savings" is another term for Cost Avoidance.

"Total Guarantee Year Savings" is defined as the summation of Cost Avoidance realized by Facilities in each Guarantee Year as a result of the Retrofit, and Support Services provided by Honeywell, as well as Excess Savings, if any, carried forward from previous years.

C.2. Term and Termination

C.2.1 Guarantee Term. The Guarantee Term shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this Agreement, and shall terminate at the end of the Support Services Term (as defined at the beginning of this Attachment D), unless terminated earlier as provided for herein.

C.2.2 Guarantee Termination. Customer shall continue to contract with Honeywell for the M&V Services set forth in this Support Services Agreement for the entire Guarantee Term. Should this Support Services Agreement,

or other existing agreements for the M&V Systems and Equipment not covered in this Support Services Agreement, be terminated in whole or in part for any reason, the Guarantee Term shall also terminate on the same date. The Guaranteed Savings for a Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy Costs and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void. M&V Services are conducted throughout the Guarantee Year and in the event Customer terminates during the year, Customer shall pay Honeywell the annual price for services prorated to the date of Honeywell's receipt of Customer's notice of termination.

C.3. Savings Guarantee

Guaranteed Savings Calculations Details

C.3.1 Guarantee of Savings. Honeywell guarantees to Customer that the identified Facilities will realize the total Guaranteed Savings through the combined value of all ECMs over the Guarantee Term, as defined herein.

C.3.1.1 Additional Savings Before Final Project Acceptance. All Cost Avoidance realized by Customer that result from activities undertaken by Honeywell prior to Final Project Acceptance, excluding any utility rebates or other incentives earned as a direct result of the installed ECMs or Support Services provided by Honeywell, will be applied toward the Guaranteed Savings for the First Guarantee Year.

C.3.1.2 Additional Savings After Final Project Acceptance. Additional Cost Avoidance, excluding any utility rebates or other incentives, that can be demonstrated, or earned, as a result of Honeywell's efforts that result in no additional costs to Customer beyond the costs identified in this Agreement will be included in the M&V Report (as defined in Section C.3.2 below) for the applicable Guarantee Year(s).

C.3.1.3 Satisfaction of Guarantee. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Annual Scheduled Guaranteed Savings which are identified in Section 1 of Part D.

C.3.1.4 Excess Savings. Excess Savings shall be carried forward and applied to any future Guarantee Year(s).

C.3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Annual Scheduled Savings, after giving credit for any Excess Savings carried forward from the previous Guarantee Years pursuant to Section C.3.1.4, Honeywell shall compensate Customer the amount of any such shortfall, in such form as agreed to by the parties, limited by the total value of the Guaranteed Savings, within sixty (60) days of Customer's acceptance of the M&V Report. Resulting compensation shall be Honeywell's sole liability for any shortfall in the Guaranteed Savings. In case of a shortfall, Honeywell reserves the right, subject to Customer approval, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to Customer, that will generate additional savings in future years of the Guarantee Term, and Honeywell has the option of extending its M&V Services to verify successful performance.

C.3.1.6 Aggregation of Savings. The parties mutually agree that the Guaranteed Savings for this Agreement and the Guaranteed Savings for all previous active projects with guaranteed savings for this Customer shall be combined each year until the end of the original guarantee term for each project. Throughout the duration of the term for each specific phase the total savings will be utilized as an aggregate in satisfying the sum of the respective guarantees.

Guaranteed Savings Reconciliation Process

C.3.2 Guaranteed Savings Reconciliation Documentation. As part of the M&V Services, and as set forth in the M&V Plan, Honeywell will provide Customer with a Guaranteed Savings reconciliation report ("**M&V Report**") within ninety (90) days after receipt of the information Customer is to provide as part of the Customer Guarantee Practices that is reasonably necessary to the preparation of the M&V Report. Data and calculations utilized by Honeywell in the preparation of its M&V Report will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

C.3.2.1 Acceptance of M&V Report. Customer will have forty-five (45) days to review the M&V Report and provide written notice to Honeywell of non-acceptance of the Guaranteed Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the M&V Report will deem it accepted by Customer.

C.3.2.2 Guaranteed Savings Reconciliation. Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described in this Attachment D and the exhibits, using the M&V Services as defined herein, and/or additional methodologies defined by Honeywell that may be negotiated with Customer at any time. Upon contract execution, Customer agrees to and accepts the standard methods that Honeywell uses to conduct M&V Services, including, but not limited to, RIM and Option C Utility Data Analysis (see Part C for RIM and Option C definitions as further detailed in the Measurement and Verification Plan in this Attachment D and the exhibits), as well as cost avoidance calculations, as inferenced by, referenced by or included in the energy calculations developed by Honeywell and attached hereto as an Exhibit D-5 Engineered Cost Avoidance Calculations.

C.3.2.3 Base Year Adjustments. The Baseline shall be adjusted to reflect:

(a) changes in occupied square footage;
(b) changes in energy-consuming equipment, including any repairs or improvements made to the equipment as part of this Agreement;
(c) changes in the Facilities;
(d) changes in Customer Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes;
(e) changes in weather between the Baseline Period and the Guarantee Year; and
(f) documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting Energy usage measurement.

C.3.2.4 Other Potential Guarantee Adjustments. Honeywell's Guaranteed Savings obligations under this Agreement are contingent upon:

(a) Customer following each of the Customer Guarantee Practices set forth herein;
(b) no alterations or additions being made by Customer to any of the M&V Systems and Equipment without prior notice to and agreement by Honeywell;
(c) The absence of any event Customer is to report under Section C.4.5; and
(d) Honeywell's ability to render services not being impaired by circumstances beyond its control.

To the extent Customer defaults in or fails to perform fully any of its obligations under the Agreement, including without limitation any of the Customer Guarantee Practices, or the occurrence of any event Customer is to report under Section C.4.5, Honeywell may adjust its Guaranteed Savings by any increase or decrease in energy consumption and demand resulting from the unreported Material Change in accord with C.3.2.5 and C.3.2.6; provided, however, that no adjustment hereunder shall be effective unless Honeywell has first provided Customer with written notice of Customer's default(s) or failure(s) to perform and Customer has failed to cure its default(s) or failure(s) to perform within thirty (30) days after the date of such notice.

In addition, if for any reason any Facility and/or utility meter covered under this Agreement is materially unoccupied, closed, or discontinued, the Savings will be deemed realized for such Facility or meter, and the Guaranteed Savings will be adjusted accordingly. Honeywell will provide written notice of such adjustment to the Customer.

C.3.2.5 Adjustments for Material Changes. In the event of any increase or decrease in energy consumption and demand for any month resulting from a reported Material Change (see Section C.4.5.1) or unreported Material Change (see Section C.3.2.6), the amount of that increase shall be subtracted from, or that decrease shall be added to, the total energy consumption and demand for that month prior to the calculation of energy savings. If a reported or unreported Material Change affected energy consumption and demand in the same calendar month in the preceding year, the *next preceding* contract year where a Material Change has not occurred will be used to compute the value of the Material Change and the energy savings for the current month.

C.3.2.6 Unreported Material Changes. In the absence of any Material Change in the Facilities or in their operations reported by Customer under Section C.4.5.1 below, energy consumption and demand should not change from year to year. Therefore, if energy consumption and demand per utility meter or submeter for any month increases by five percent (5%) or more of the Annual Scheduled Savings per meter from the Energy consumption and demand for the same month of the *preceding* year, after adjustment for changes to climactic conditions, then such increase shall be deemed to have resulted from a Material Change, except where such increase is due to equipment malfunction, faulty repair or other acts of negligence by Honeywell.

C.3.2.7 Guarantee Based on Agreement Only. Customer's request for proposal or qualifications, Honeywell's proposal and any other documents submitted by Honeywell to the Customer prior to negotiation of this Agreement are expressly excluded from and are not a part of this Agreement. The parties agree that although the Honeywell

proposal may have contained scope items, guaranteed savings and M&V options other than those stated in the Agreement, the final scope of work, Schedule of Guaranteed Savings, and M&V Plan were developed jointly by the parties through negotiation. The Customer has chosen to purchase the scope of work set forth in Attachment A. The Customer accepts the Guaranteed Savings and agrees to the M&V Plan set forth herein.

C.4 Customer Guarantee Practices

C.4.1 Equipment Subject to these Provisions. M&V Systems and Equipment affecting the Guaranteed Savings include:

(a) equipment provided as per Attachment A – Scope of Work;
(b) modifications made to existing equipment as outlined in Attachment A – Scope of Work;
(c) existing or new equipment not provided or modified under this Agreement, but materially affected by the work provided per Attachment A – Scope of Work and consuming energy or water via utility meters covered by the Agreement.

C.4.2 Hours and Practices. To achieve the Savings, Honeywell and Customer agree upon the Guaranteed Period operating parameters described in Exhibit D-5. The Customer agrees to operate, or cause to effect the operation of, the M&V Systems and Equipment in such manner that is in accordance with these Guaranteed Period operating parameters.

C.4.3 Customer Maintenance and Replacement Responsibilities. During the term of this Support Services Agreement, for all equipment affecting the Guaranteed Savings, the Customer shall perform on-going maintenance and accomplish component replacement and equipment repairs in accordance with manufacturer's standards and practices and take all reasonable measures to insure the equipment is operating at full efficiency. Component replacement and equipment repairs must be accomplished in a timely fashion. Additionally, Customer shall insure such equipment is operated at all times in accordance with applicable manufacturer's specifications, Honeywell specifications, and the requirements contained herein. For all non-Honeywell maintenance actions, Customer shall document and make available to Honeywell maintenance dates and tasks accomplished, the start date and duration of all deficient equipment operation and the subsequent corrective action and/or repair dates. Customer shall replace any vandalized or any failed equipment or component no longer warranted by Honeywell or the manufacturer, with equipment or components of equal or greater efficiency value than installed by Honeywell, for the full Guarantee Term. Customer shall be responsible to investigate and correct any reported deficiencies not covered under this Support Services Agreement.

Customer is responsible for completing a comprehensive steam trap survey on all facilities with Option C steam trap guarantee. The results of the steam trap survey will be furnished to Honeywell one month prior to annual guarantee anniversary date. Baseline adjustments will be applied as needed based upon each year's failure rate. If such reports are not provided, Honeywell reserves the right to model a steam trap degradation of up to 15% compounded annually for baseline adjustment purposes.

Customer is also responsible for annual combustion efficiency testing the results of which will be forwarded to Honeywell one month prior to annual guarantee anniversary date.

C.4.4 Facility Operational Changes. Except in the case of emergencies, Customer agrees it will not, without the consent of an authorized representative of Honeywell:

(a) make any significant deviations from the applicable Customer Guarantee Practices;
(b) put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Customer Guarantee Practices; or
(c) assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Customer Guarantee Practices.

C.4.5 Customer Reporting Responsibilities. Customer shall report to Honeywell in writing within fifteen (15) days of the following changes or events:

(a) any additional energy source or change in existing energy source or supplier that the Customer may negotiate during the term of this Guarantee and/or,
(b) any material change in system or equipment status, including replacement of, addition to, or modification of existing energy and/or water consuming systems or equipment and/or,
(c) any long term temporary (equal to or greater than 10 days) or permanent changes in operating schedules and/or,
(d) any material changes in the payment schedule, such as due to refinancing or variable interest rate and/or,
(e) for any reason any Facility and/or utility meter covered under this Agreement is materially unoccupied, closed,

or discontinued

Customer shall promptly notify Honeywell of any other activities known to Customer which could adversely impact the ability to realize the Guaranteed Savings.

C.4.5.1 Reported Material Changes. Customer shall deliver to Honeywell a written notice describing and explaining all actual or proposed Material Changes (as defined below) in a Facility or in the operations in a Facility and their anticipated effect on Energy or Operational Costs. Said notice must be delivered to Honeywell no less than seven (7) days before any actual or proposed Material Change occurs.

C.4.6 Customer Granted Access for Remote Diagnostics. Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Guaranteed Savings for operational compliance with the manufacturer's specifications, and the requirements contained herein. Customer is responsible for implementation and costs for remote Honeywell access through Customer's firewall(s) to the controllers and front-end computer(s) for one (1) remote user designated by Honeywell using one or more of the following processes:

- TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for access hardware and software and one (1) station license dedicated to the remote user, or
- Phone Lines: To be provided by customer for off-site monitoring, up to two (2) lines for each front end, as needed, one (1) line for each separate remote bus, as well as on-going maintenance of the lines.

If remote access is interrupted, at any time during the Guarantee Term, Honeywell reserves the right to suspend any reporting requirements until remote access has been restored.

C.4.7 Customer Provided Documentation. It will be the responsibility of the Customer to provide to an individual designated by Honeywell on a minimum monthly basis (unless noted otherwise):

(a) Verification that equipment installed to perform the ECMs has been properly maintained, including but limited to provision of maintenance records.
(b) Current status of the buildings (i.e., occupancy level and use, hours of operation, etc.).
(c) Records of customer-initiated changes in equipment setpoints, start/stop conditions, usage patterns.
(d) Records of customer-initiated changes in operation of mechanical systems, which may impact the ECMs.
(e) Records regarding addition or deletion of equipment or building structure, which may impact the ECMs or the building energy consumption.
(f) Copies of monthly utility bills and utility summary data on a *monthly* basis, and fuel storage tank levels, including without limitation fuel oil and biomass levels, in each case within two (2) weeks following the Customer's receipt thereof, and access to utility accounts through an authorization by the Customer to the Utility to allow the release of data to a Honeywell representative, together with access to relevant records relating to such utility costs.
(g) Access to any maintenance records, drawings, control system trend data, or other data reasonably deemed necessary by Honeywell to perform the M&V Services.

C.4.8 Customer Governmental Unit Reporting Responsibilities. Customer is solely responsible for reports to be submitted to the Department of Commerce, Public Utilities/Services Commission, or any other governmental agency or governmental unit.

C.4.9 Customer Rebate and Ratchet Reset Responsibilities. It is understood that all energy rebates and/or refunds are the result of an agreement between Customer and the utility company. Honeywell will assist the District in obtaining said rebates and/or refunds. It is understood that said rebates and/or refunds are not included in the Guaranteed Savings. The Customer is responsible for procuring a ratchet reset from the local utility company, as applicable.

PART D. SCHEDULE OF GUARANTEED SAVINGS

D.1. Schedule of Guaranteed Savings

The Guaranteed Savings over the Guaranteed Term is equal to or greater than $2,615,721. The Guaranteed Savings and the Annual Scheduled Savings are set forth in the table below (such table, the "**Schedule of Guaranteed Savings**"):

YEAR	ENERGY	OPERATIONAL	TOTAL
1	$ 122,530	$ 5,000	$ 127,530
2	$ 124,357	$ 5,100	$ 129,457
3	$ 126,212	$ 5,202	$ 131,414
4	$ 128,094	$ 5,306	$ 133,400
5	$ 130,004	$ 5,412	$ 135,416
6	$ 131,943	$ 5,520	$ 137,463
7	$ 133,911	$ 5,631	$ 139,542
8	$ 135,908	$ 5,743	$ 141,651
9	$ 137,935	$ 5,858	$ 143,793
10	$ 139,992	$ 5,975	$ 145,967
11	$ 142,080	$ 6,095	$ 148,175
12	$ 144,199	$ 6,217	$ 150,416
13	$ 146,350	$ 6,341	$ 152,691
14	$ 148,532	$ 6,468	$ 155,000
15	$ 150,748	$ 6,597	$ 157,345
16	$ 152,996	$ 6,729	$ 159,725
17	$ 155,278	$ 6,864	$ 162,142
18	$ 157,593	$ 7,001	$ 164,594
TOTALS	**$ 2,508,662**	**$ 107,059**	**$ 2,615,721**

Provided however, that, notwithstanding the above, in no event shall the Guaranteed Savings exceed the total Construction and Installation Costs for the Work described in Attachment A plus Support Services costs plus financing costs for the Work described in Attachment A over the Guaranteed Term. For sake of clarity, actual or pro forma budget neutral or positive cash flows are not guaranteed.

D.1.1 Energy Savings. The first year amount of Savings for Energy Costs is the sum of the below listed ECMs. Actual Savings may be lower than as set forth in the Schedule of Guaranteed Savings because of an absolute increase in Energy use due to the implementation of measures to increase environmental comfort as directed by the Customer, and other baseline adjustments (see Section D.2). The Guaranteed Savings are less than the projected Savings, represented in Exhibit D-5. Cost Avoidance is based on the Customer Guarantee Practices set forth in Section C.4.

Att A No. [a]	ECM Description	Electric Year 1	Nat Gas Year 1	Propane Year 1	Fuel Oil Year 1	Water Year 1	Total Year 1
1	Install Solar PV Systems	$122,211	$0	$0	$0	$0	**$122,211**
2	Replace Unit Ventilators	$49	$270	$0	$0	$0	**$319**
	Totals	**$122,260**	**$270**	**$ 0**	**$ 0**	**$ 0**	**$122,530**

[a] Att A: Attachment A – Scope of Work.

Customer agrees that the baseline for the unit cost of Energy will be adjusted each year of the Guarantee Term. This annually adjusted value of Energy unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that Baseline adjustment is stipulated to be an escalation of 2% per year for the unit cost of electric utilities, 2% per year for gas utilities, used in the determination of Cost Avoidance each year.

D.1.1.1 Calculating Cost Avoidance

(a) Customer agrees that the baseline for the unit cost of Utilities will be adjusted each year of the Guarantee Term to reflect a stipulated escalation of 2% per year for the unit cost of electric, natural gas, and fuel oil. This annually adjusted value of Energy unit cost is stipulated as the new baseline in each succeeding year and may be used in the determination of Cost Avoidance each year in accordance with section D.1.1.1(b).

(b) The calculation of Cost Avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate plus escalation (represented in Exhibit D-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs), whichever produces the highest Cost Avoidance and/or as defined below:

(i) For option A, utility bills will not be used to evaluate the current year rate. The only rate to be used for option A monetization is the baseline utility rate plus annual escalation (see paragraph D.1.1.1 (a)).

(ii) Option A analysis for all ECMs will use $/kW and unblended $/kWh for electric to monetize demand and energy savings. For buildings with thermal savings for ECM 1 Lighting (Heating Penalty) only, cost avoidance will be calculated using the baseline rate in Exhibit D-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs, escalated as indicated in section D.1.1.

(iii) Option C analysis utilizes Metrix™, an independent 3rd party industry-standard utility accounting and normalization software platform. The energy and cost avoidance for Option C analysis using Metrix or otherwise is determined on a monthly basis. Energy Avoidance is monetized by comparing the blended unit cost from each month's utility bill with the baseline contractual rate, escalated per section D.1.1.1 (a), to determine the rate to use for calculation of monthly cost avoidance per section D.1.1.1 (b).

(c) Fuel Conversion: Reserved.

(d) Cost Avoidance may also include, but is not limited to, savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of Honeywell involvement.

(e) In the event, the current Guarantee Year utility tariff is significantly changed in structure from that which existed during the Baseline Period, including, but not limited to, the addition or deletion of measured or billed demand structures, Time of Use, Seasonal or Block & Tail billing structures, the Customer will not unreasonably withhold acceptance to abandon the new tariff (i.e., Current Rate) and will only use the baseline plus escalator as described in section D.1.1.1 (a).

(f) The constants and/or stipulated values defined in the Exhibits, or as defined herein, are mutually agreed to by the Customer to be reasonable and may be used in the determination of Cost Avoidance.

D.1.1.2 Acceptance of Measurement & Verification Methods

Upon contract execution, Customer accepts the standard methods that Honeywell uses to conduct Retrofit Isolation Method (RIM) and Option C Measurement & Verification (M&V), as well as cost avoidance calculations, as described herein and inferenced by or included in the energy calculations and regression models attached hereto. Customer has the right and may to hire a consultant to review the calculations and comment before the contract is signed and the price accepted. Any future use of a consultant to review M&V methods and work product is at Customer's discretion and expense. Customer agrees that any such consultant's review shall be limited to the M&V methods as selected by the Customer prior to contract execution and as detailed and defined in this Agreement.

D.1.2 **Operational Cost Savings.** The first-year amount of Savings for Operational Costs is the sum of the below listed ECMs. The Savings are based on the Customer Guarantee Practices set forth in Section C.4. The Operational Costs Savings described below and identified in Section D.1 are deemed satisfied upon execution of the Main Agreement. The Customer acknowledges and agrees that, if it did not enter into this Agreement, it would have to take future steps to achieve the same ends as does the Work included in Attachment A, and that, in doing so, it would incur Operational Costs of at least the amount per year over the Guarantee Term as presented below and in the Schedule of Guaranteed Savings. The Customer agrees that, by entering into this Agreement, it will avoid future Operational Costs in at least these amounts.

Further, the Customer acknowledges that Operational Costs Savings categorized as capital cost avoidance are part of, or are causally connected to the Work specified in Attachment A (i.e., the ECMs being implemented), and are documented by industry standard engineering methodologies acceptable to the Customer.

Customer agrees that the Baseline for the unit cost of Operational Costs will be adjusted each year of the Guarantee Term. This annually adjusted value of operational unit costs is stipulated as the new baseline in each succeeding year. Customer agrees that the Baseline adjustment is stipulated to be an escalation of 2% per year for Operational Costs used in the determination of Operational Costs Savings each year.

The Operational Costs Savings were identified, reviewed, and agreed to by a team of Customer's representatives.

OSD #	Operational Savings Description (OSD)	Att. A Ref.	Cost Avoidance Category (O&M, Capital,)	1st Year Cost Avoidance
1	Unit Ventilator Replacements	2	O&M	$5,000
			Total	**$5,000**

[a] O&M: operations and maintenance.

D.2 **Baseline Operations and Adjustments**

D.2.1 **"Baseline Operating Parameters"** are the Facility(ies) and system(s) operations measured and/or observed before commencement of the Work. Baseline Operating Parameters are stipulated in, and incorporated herein, as Exhibit D-1. See Energy Savings Calculations, attached hereto and incorporated herein as Exhibit D-5 for further information regarding stipulated Baseline Operating Parameters.

The data summarized will be used in the calculation of the Baseline energy consumption and/or demand and for calculating Baseline adjustments for changes in Facility operation that occur during the Guarantee Term. Honeywell and Customer agree that the Baseline Operating Parameters specified in this section are representative of equipment operating characteristics during the Baseline Period specified in this Agreement. The following data was collected with the assistance of Brad Kennedy (Facilities Director).

The Baseline Period is defined as 07/2024 to 06/2025.

The Baseline consists of the Baseline conditions and Baseline Operating Parameters collected from the Baseline Period and modified by Baseline adjustments, as necessary, as defined herein and by the Exhibits.

D.2.2 **Pre-Retrofit Baseline Adjustments**: Reserved

D.2.3 **Post-Retrofit Baseline Adjustments**: Reserved

D.3 **Guarantee Term Operations**

D.3.1 **"Guarantee Term Operating Parameters"** are the Facility(ies) and system(s) operations as measured and/or observed after completion of Work. The data summarized will be used in the calculation of the post-retrofit Energy consumption and/or demand. Honeywell and Customer agree that the Guarantee Term Operating Parameters specified in this section are representative of equipment operating characteristics during the Guarantee Term specified in this Agreement. And, further, that they are agreed to be reasonable and may be used in the calculation of the Cost Avoidance, as if the site is actually operating per the Guarantee Term Operating Parameters outlined in this section.

Guarantee Term Operating Parameters are stipulated in <Guarantee Period Operating Parameters> attached hereto and incorporated herein as Exhibit D-5.

D.3.2 **Operational Cost Avoidance**: The following parameters, methodologies, and/or calculations were used in determining the Operational Costs and/or Cost Avoidance due to the Retrofit and Support Services implementation and are agreed to be reasonable and may be used in the calculation of Savings.

Operational Costs Savings methodology and/or calculation details are attached hereto and are incorporated herein as the exhibits outlined in the following table.

OSD#	Operational Savings Description	Cost Avoidance Methodology	Exhibit
1	Unit Ventilator Replacements	Reduction in current spend on existing equipment	D-6
The operational savings measures and which budget line items or invoice categories that are affected, are cross-referenced in each Operational Costs Savings Detail in the Exhibits.			

[a] O&M: operations and maintenance.

D.4 **Other Energy and Operational Savings Measures**: Reserved

ATTACHMENT E
PAYMENT SCHEDULE

1. The following payment schedule has been established for the Work:

1.1 The payment schedule reflected below has been established for the Work. The initial payment shall be made within two business days after the day on which the tax-exempt lease closes. Monthly progress payments thereafter shall be made net thirty (30) days of the invoice date. If issues surrounding lack of payment are not remedied within ten (10) business days, HONEYWELL may suspend all work until payment is made.

Total payments are: $3,175,000

Honeywell's price is based upon the contract being signed and the financing being secured by December 24, 2026. Should any of these events be delayed beyond that date Honeywell reserves the right to adjust its price subject to Customer's written approval and the Customer may terminate the Agreement if a change order cannot be mutually agreed upon for the new pricing or scope modification. Any change to the contract price shall be documented by a change order signed by both parties.

1.2 Progress Payments

	Percentage Due	Amount Due
Initial Payment upon Contract Signature and securing of Financing:	50%	$1,587,500
Monthly Progress Payments:	50%	$1,587,500
Total Payments:		**$3,175,000**

The entire contract price less the initial payment will be billed monthly as a percentage complete by ECM using the approved Schedule of Values established through the NYSED review process. HONEYWELL shall be paid the amount of each monthly progress payment due HONEYWELL less five percent (5%) retainage (no retainage shall be held on the initial payment). Following the end of each month, during the construction period of the Project, HONEYWELL will provide to CUSTOMER *an application for payment using an AIA Document G702 or equivalent form*, together with a list in sufficient detail to reasonably identify the work performed, ECMs or portions thereof installed during that month, and all applicable payroll certifications in accordance with Article 8 of the NYS Labor Law. Within thirty (30) days after the invoice has been approved by CUSTOMER, CUSTOMER shall pay or cause to be paid to HONEYWELL the undisputed amount due under such invoice. If issues surrounding lack of payment of an undisputed amount are not remedied within ten (10) business days, HONEYWELL may suspend all Work until payment is made. HONEYWELL shall invoice an ECM's retainage amount after the date of the Substantial Completion Certificate for that particular ECM, and CUSTOMER shall pay or cause to be paid to HONEYWELL said amount within thirty (30) days after receipt of said invoice.

2. The following payment schedule has been established for Support Services:

2.1 The first invoice will be issued upon completion of the Work and prior to commencement of Support Services and CUSTOMER shall pay or cause to be paid to HONEYWELL the price for the Services as specified in Attachment D.

This Page Intentionally Left Blank

ATTACHMENT J
PROJECT ACCEPTANCE PROCEDURE

As portions of the Project near completion, the Honeywell Project Manager will start the project close-out process.

The following Exhibits and Tables are attached hereto and made a part of the Agreement:

Exhibit J-1	Schedule of Substantial Completion Acceptance
Exhibit J-2	Certificate of Substantial Completion
Exhibit J-3	Final Project Acceptance Certificate

A.1 Substantial Completion Procedure

The Honeywell Project Manager shall use the Scope-of-Work (SOW) listed in Attachment A as the basis for the close-out process and shall demonstrate to the Customer's Representative that each separate item of the SOW is substantially complete. The sign off process will be by portion of the Scope of Work, by building/site/Equipment Unit or by individual Energy Conservation Measure (ECM) as listed in Exhibit J-1 below. After each portion of the Scope of Work has been demonstrated and a "Punch List" detailing minor deficiencies, if any, is generated, the Customer's Representative shall execute the Exhibit J-2 Certificate of Substantial Completion (CSC) to acknowledge substantial completion and Honeywell will complete the "Punch List" within two weeks. Exhibit J-1 based on the Customer's signature dates will track the progress towards Final Project Acceptance. Warranty shall start in accordance with the terms of the Agreement.

Exhibit J-1

SCHEDULE OF SUBSTANTIAL COMPLETION

Schedule of Substantial Completion: The acceptance process will be performed according to the following schedule.

Schedule of Certificates of Substantial Completion (CSC)		
Scope of Work Segmentation	**CSC Acceptance By:**	**Punchlist Acceptance By:**
ECM 1: Install Solar PV Systems		
ECM 2: Unit Ventilator Replacements		

A.2 Final Project Acceptance Procedure

Once Exhibit J-1 and all punch lists are complete the Honeywell Project Manager and Customer shall use Exhibit J-3 to signify Final Project Acceptance.

Honeywell Technologies

Exhibit J-2

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

Building/Site/Equipment Unit or individual Energy Conservation Measure (ECM): _____

To: Honeywell International Inc.

Reference is made to the above listed Project and the Agreement between the undersigned and Honeywell International Inc. (signed by Honeywell International Inc. on _____) and to the Scope of Work as defined in Attachment A to the Agreement. In connection therewith, we confirm to you the following:

1. The Building/Site/Equipment Unit or individual Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Customer's Representative as being substantially complete.
2. The Punch List [circle which applies]:
   (a) has been developed by the parties and delivered to Honeywell and the deficiencies noted therein will be corrected within 2 weeks of the date hereon; or
   (b) has not been developed by the parties and delivered to Honeywell but will be developed and delivered on or before _____, 202_ after which the deficiencies noted therein will be corrected within 2 weeks of the date thereon.
3. Subject to the completion of the deficiencies identified in the Punch List, all of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for payment of retainage, as defined in Attachment E, Payment Schedule.
4. Warranty shall start in accordance with the terms of the Agreement.
5. If Customer will be self-performing maintenance on equipment associated with this ECM, then as of the date of Customer signature the Customer is responsible for maintenance.
6. If Honeywell will be performing maintenance on equipment associated with this ECM, then Honeywell will start the Support Services Agreement on the Support Services Effective Date as defined in accordance with Attachment D.

Customer Name: _____

By:

_____	_____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Printed Name and Title)	(Printed Name and Title)
_____	_____
(Date)	(Date)

Honeywell Technologies

Exhibit J-3

FINAL PROJECT ACCEPTANCE CERTIFICATE

Project Name: _____

Scope-of-Work (SOW): _____

To: Honeywell International Inc.

Reference is made to the above listed Project and the Agreement between the undersigned and Honeywell International Inc. (signed by Honeywell International Inc. on _____, 2026) and to the Scope of Work as defined in Attachment A to the Agreement. In connection therewith, we confirm to you the following:

1. The entirety of the Scope of Work (SOW) referenced above and set forth in Attachment A of the Agreement has been demonstrated to the satisfaction of the Customer's Representative as being accepted as is evidenced by Customer's signature on Certificates of Substantial Completion for the entirety of the Work.
2. The Punch List(s) has been completed.
3. You are hereby authorized to invoice for Final Payment, as defined in Attachment E, Payment Schedule.
4. The date of Customer's signature below shall be known as the date of Final Project Acceptance.

Customer Name:

By: _____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Date)

~ This Page Intentionally Left Blank ~

Croton Harmon UFSD
Exhibit D-5-Baseline
Utility Summary
FY2024/2025

Building	Square Footage	Electric			Fuel Designation	Natural Gas			Total Thermal
		Total kWh	$/kW	$/kWh	Main Heating Utility	Total Cost	Total Therms	$/Therm	$/MMBtu
Croton-Harmon HS	149,000	634,550	$ 41.61	$ 0.089	Natural Gas	$ 108,371	64,985	$ 1.67	$ 16.68
Piere Van Cortlandt MS	101,000	462,952	$ 41.61	$ 0.089	Natural Gas	$ 79,780	48,023	$ 1.66	$ 16.61
Carrie E. Tompkins ES Campus	82,000	492,486	$ 41.61	$ 0.089	Natural Gas	$ 71,950	43,096	$ 1.67	$ 16.70
TOTALS	**332,000**	**1,589,988**	**$ -**	**$ -**		**$ 260,101**	**156,104**	**$ 1.67**	**$ 16.66**

Croton Harmon UFSD
Exhibit D-5-WD
Weather Data - TMY 3 Hourly Records

COOLING

Poughkeepsie Airport, NY
All Months

Amb. Temp Bin [°F]	Ave Temp [°F]	01-08 Hours	09-16 Hours	17-24 Hours	WB [°F]	Enthalpy [BTU/lb]	Total Bin Hours
100 to 105	102.5	-	-	-	-	-	-
95 to 100	97.5	-	-	-	-	-	-
90 to 95	92.5	-	11	1	72.6	36.3	12
85 to 90	87.5	-	84	14	73.6	37.2	98
80 to 85	82.5	1	221	89	71.4	35.2	311
75 to 80	77.5	29	235	127	68.2	32.6	391
70 to 75	72.5	117	245	217	66.3	31.0	579
65 to 70	67.5	245	261	268	62.5	28.2	774
60 to 65	62.5	313	286	312	58.1	25.2	911
Total		705	1,343	1,028			3,076

Poughkeepsie Airport, NY
Cooling Months Only (April - September)

Amb. Temp Bin [°F]	Ave Temp [°F]	01-08 Hours	09-16 Hours	17-24 Hours	WB [°F]	Enthalpy [BTU/lb]	Total Bin Hours
100 to 105	102.5	-	-	-	-	-	-
95 to 100	97.5	-	-	-	-	-	-
90 to 95	92.5	-	11	1	72.6	36.3	12
85 to 90	87.5	-	84	14	73.6	37.2	98
80 to 85	82.5	1	216	88	71.4	35.2	305
75 to 80	77.5	29	221	125	68.3	32.6	375
70 to 75	72.5	109	233	210	66.3	31.0	552
65 to 70	67.5	227	224	249	62.7	28.4	700
60 to 65	62.5	302	200	269	58.7	25.5	771
Total		668	1,189	956			2,813

HEATING

Poughkeepsie Airport, NY
All Months

Amb. Temp Bin [°F]	Ave Temp [°F]	01-08 Hours	09-16 Hours	17-24 Hours	WB [°F]	Enthalpy [BTU/lb]	Total Bin Hours
55 to 60	57.5	309	266	310	53.6	22.3	885
50 to 55	52.5	307	249	281	48.4	19.4	837
45 to 50	47.5	176	209	219	43.6	17.0	604
40 to 45	42.5	274	250	232	39.2	14.9	756
35 to 40	37.5	324	158	265	34.6	12.8	747
30 to 35	32.5	223	133	197	30.0	10.9	553
25 to 30	27.5	183	93	98	25.3	9.0	374
20 to 25	22.5	154	78	105	20.4	7.3	337
15 to 20	17.5	88	51	75	15.6	5.6	214
10 to 15	12.5	37	47	43	10.4	3.9	127
5 to 10	7.5	45	30	35	5.9	2.6	110
0 to 5	2.5	51	7	19	1.4	1.2	77
-5 to 0	-2.5	19	5	9	(3.1)	-	33
-10 to -5	-7.5	15	1	4	(8.0)	-	20
-15 to -10	-12.5	10	-	-	(12.7)	-	10
Total		2,215	1,577	1,892			5,684

Poughkeepsie Airport, NY
Heating Months Only (October - March)

Amb. Temp Bin [°F]	Ave Temp [°F]	01-08 Hours	09-16 Hours	17-24 Hours	WB [°F]	Enthalpy [BTU/lb]	Total Bin Hours
55 to 60	57.5	40	142	102	51.7	21.2	284
50 to 55	52.5	80	178	127	46.9	18.6	385
45 to 50	47.5	80	172	136	43.0	16.7	388
40 to 45	42.5	183	212	199	38.9	14.7	594
35 to 40	37.5	251	153	243	34.5	12.8	647
30 to 35	32.5	204	133	191	29.9	10.9	528
25 to 30	27.5	169	93	96	25.2	9.0	358
20 to 25	22.5	147	78	105	20.4	7.3	330
15 to 20	17.5	88	51	75	15.6	5.6	214
10 to 15	12.5	37	47	43	10.4	3.9	127
5 to 10	7.5	45	30	35	5.9	2.6	110
0 to 5	2.5	51	7	19	1.4	1.2	77
-5 to 0	-2.5	19	5	9	(3.1)	-	33
-10 to -5	-7.5	15	1	4	(8.0)	-	20
-15 to -10	-12.5	10	-	-	(12.7)	-	10
Total		1,419	1,302	1,384			4,105

Croton Harmon UFSD
Exhibit D-5-WD
Weather Data - TMY 3 Hourly Records

BMS / Occupancy Schedules

	EXISTING				
	Weekday Schedule		Weekend Schedule		
Building	Start Time	End Time	Start Time	End Time	Summer Schedule
Croton-Harmon HS	6:00 AM	6:00 PM			
Piere Van Cortlandt MS	6:00 AM	6:00 PM			
Carrie E. Tompkins ES Campus	6:00 AM	6:00 PM			

PROPOSED			
Weekday Schedule		Weekend Schedule	
Start Time	End Time	Start Time	End Time
6:00 AM	6:00 PM		
6:00 AM	6:00 PM		
6:00 AM	6:00 PM		

EXISTING								
Weekday Schedule			Weekend Schedule			Weighted		
01-08 Hours	09-16 Hours	17-24 Hours	01-08 Hours	09-16 Hours	17-24 Hours	01-08 Hours	09-16 Hours	17-24 Hours
2.0	8.0	2.0	-	-	-	0.18	0.71	0.18
2.0	8.0	2.0	-	-	-	0.18	0.71	0.18
2.0	8.0	2.0	-	-	-	0.18	0.71	0.18

PROPOSED								
Weekday Schedule			Weekend Schedule			Weighted		
01-08 Hours	09-16 Hours	17-24 Hours	01-08 Hours	09-16 Hours	17-24 Hours	01-08 Hours	09-16 Hours	17-24 Hours
2.0	8.0	2.0	-	-	-	0.18	0.71	0.18
2.0	8.0	2.0	-	-	-	0.18	0.71	0.18
2.0	8.0	2.0	-	-	-	0.18	0.71	0.18

NOTES:

1) All proposed HVAC run times call for a minimum of one (1) hour warm up period prior to occupant arrival
2) Existing schedules and setpoints are based on detailed review of thermostats, interviews with staff, and a review of temperature data logging results
3) Proposed schedules based on information provided by the Facilities Department
4) Guaranteed contractual savings are based on the proposed schedules and setpoints listed in this document

Croton Harmon UFSD
Exhibit D-5-Summary
Energy Savings Summary

Utilities	Electric kWh	Electric kW	Natural Gas Therms	Fuel Oil Gallons	Propane Gallons	Water & Sewer kGallons	$/yr
Electric	1,589,988	-	-	-	-	-	$ -
Natural Gas	-	-	156,104	-	-	-	$ 260,101
Total:	1,589,988	-	156,104	-	-		$ 260,101

GLOBAL SAFETY FACTORS*

Global Electric Safety Factor [%] =	0.0%
Global Thermal Safety Factor [%] =	0.0%

GUARANTEED	Savings	Baseline	
Electric	$ 122,260	$ -	0.0%
Natural Gas	$ 270	$ 260,101	0.1%
Total	$ 122,530	$ 260,101	47.1%

GUARANTEED SAVINGS

ECM No.	Description	Total Guaranteed Energy & Water Savings	% of Baseline Total Utility Cost	Guaranteed Energy Savings									
				ELECTRIC						NATURAL GAS			
				kWh Savings	kWh % Baseline	kW Savings	kW % of Baseline	Total $$ Savings	Electric $ % Baseline	Therm Savings	Therm % Baseline	Therm $$ Savings	Therm $ % Baseline
1	Install Solar PV Systems	$ 122,211	0.0%	-	0.0%	-	0.0%	$ 122,211	0.0%	-	0.0%	$ -	0.0%
2	Replace Unit Ventilators	$ 319	0.0%	548	0.0%	-	0.0%	$ 49	0.0%	162	0.1%	$ 270	0.1%
	Total:	$ 122,530	0.0%	548	0.0%	-	0.0%	$ 122,260	0.0%	162	0.1%	$ 270	0.1%

Croton Harmon UFSD
Exhibit D-S-SIS
Savings Interaction Summary

BOILER FUEL ADJUSTMENTS DUE TO INTERACTIVE ECMS

Fuel Adjustment (Therms) - Boiler load only

Include (Y/N)	ECM #		Croton-Harmon HS	Piere Van Cortlandt MS	Carrie E. Tompkins ES Campus
		Unadjusted Baseline	64,985	48,023	43,096
	-	DHW Usage (% of Building Thermal Usage)	5.0%	5.0%	5.0%
		DHW Baseline	3,249	2,401	2,155
		Adjusted Baseline	61,736	45,622	40,941
Y	1	ECM 1 - Install Solar PV Systems	0	0	0
		Adjusted Baseline	61,736	45,622	40,941
Y	2	ECM 2 - Replace Unit Ventilators	0	162	0
		Adjusted Baseline	61,736	45,459	40,941

Exhibit D-5: Engineered Cost Avoidance Calculations

Croton Harmon UFSD
Exhibit D-5-1
ECM 1 - Install Solar PV Systems

ECM DESCRIPTION

Install solar photovoltaic systems to generate clean, renewable energy.

DATA / ASSUMPTIONS

Demand Diversity Factor (%) = 100%
*Savings modeled using Helioscope software and the NYSERDA VDER calculator.

COMMISSIONING

Test installed system - measuring the output and verify with calculations for weather conditions. Verify all electrical connections and tie-ins to the grid and the building power.

RECOVERY/SAFETY FACTOR

Electric Safety Factor (%) = 2%

FORMULAE

$W_{PV} = \sum_{Jan}^{Dec} [P_{DC} \cdot G_{AC}]$

Variable	Units	Description
W_{PV}	kWh	Total electrical AC energy produced by PV system
$\sum_{Jan}^{Dec}$	-	Summation of months
P_{DC}	kW	DC power rating of proposed PV system
DR	%	AC to DC conversion de-rate factor (entered into NREL PVWatts software)
A_{TR}	%	Efficiency gain with axis tracking system (entered into NREL PVWatts software)
G_{AC}	kWh	AC energy generated per kW of PV system (output of NREL PVWatts software)

* Inputs are in blue

Building	DC Rating of System [kW]	Existing System [Y/N]	Include System [Y/N]	System Type
Croton-Harmon HS	104.8	Y	Y	Roof Mount
Croton-Harmon HS	129.2	N	Y	Roof Mount
Croton-Harmon HS	195.9	N	Y	Carport
Pierre Van Cortlandt MS	50.4	Y	Y	Roof Mount
Pierre Van Cortlandt MS	83.8	N	Y	Roof Mount
Pierre Van Cortlandt MS	118.8	N	Y	Carport
Carrie E. Tompkins ES Campus	227.9	Y	Y	Roof Mount
Carrie E. Tompkins ES Campus	42.5	N	Y	Roof Mount
Totals	972.7			

Croton Harmon UFSD
Exhibit D-5-1
ECM 1 - Install Solar PV Systems

VDER Inputs

	Croton-Harmon HS	Piere Van Cortlandt MS	Carrie E. Tompkins ES Campus
System Type	Single Interconnection	Single Interconnection	Single Interconnection
Utility	Con Edison - Westchester	Con Edison - Westchester	Con Edison - Westchester
NYISO Zone	G-Hudson	G-Hudson	G-Hudson
Project Category	Remote Crediting	Remote Crediting	Remote Crediting
Solar Charateristics			
Solar Generation: Source for Solar Generation Shape [kWh AC]	User-input 8760 of generation (enter to right)	User-input 8760 of generation (enter to right)	User-input 8760 of generation (enter to right)
Interconnection Limit [kWh AC]	5,000	5,000	5,000
On-site Loads			
Source for on-site load shape [kWh]	Built-in DOE Commercial Reference Buildings	Built-in DOE Commercial Reference Buildings	Built-in DOE Commercial Reference Buildings
Building type [for on-site load shape]	Primary School	Primary School	Primary School
Annual solar export degradation rate [%]	0.50%	0.50%	0.50%
Storage			
Paired with storage?	No	No	No
Compensation Inputs			
LSRV and DRV			
LSRV location?	None	None	None
CSRP zone	NA	NA	NA
DVR rate basis Years 1-10	Current DRV rate	Current DRV rate	Current DRV rate
DVR rate basis Years 11-20	50% of Current DRV rate	50% of Current DRV rate	50% of Current DRV rate
DVR rate basis Years 21-25	50% of Current DRV rate	50% of Current DRV rate	50% of Current DRV rate
Energy value			
Locational-Based Marginal Price (LBMP) Basis	Prior year LBMPs	Prior year LBMPs	Prior year LBMPs
Annual LBMP escalator [real growth plus inflation rate]	3%	3%	3%
Capcaity value			
Capacity value basis	Prior Year Alternative 1 Rate (Jan 2025-Dec 2025)	Prior Year Alternative 1 Rate (Jan 2025-Dec 2025)	Prior Year Alternative 1 Rate (Jan 2025-Dec 2025)
Annual ICAP escalation rate [real growth plus inflation rate]	3%	3%	3%
ICAP Zone	NA	NA	NA
Loss Factor Adjustment			
Service Classification for Loss Factor - Energy	Total T&D	Total T&D	Total T&D
Service Classification for Loss Factor - Capacity	Total T&D	Total T&D	Total T&D
Environmental			
Environmental Value [$Nominal & MWh]	$31.03	$31.03	$31.03
Customer Bill Savings			
Energy rate avoided by on-site consumption of solar [$Nominal/kWh]	$0.0890	$0.0890	$0.0890
Assumed energy rate annual escalator [real growth plus inflation rate]	0%	0%	0%

Exhibit D-5: Engineered Cost Avoidance Calculations

Croton Harmon UFSD
Exhibit D-5-1
ECM 1 - Install Solar PV Systems

The solar PV systems for Croton - Harmon will be front of the meter installations. Honeywell used Helioscope, a web-based modeling software tool, to estimate the energy production (kWh) for each site. That data was inputted into NYSERDA's Value Stack Calculator (Rev 3.3) to estimate annual cost savings. The electric $ savings is a combination of utilizing the production (kWh) to reduce usage from the grid and the exporting electricity to the grid, monetized by the VDER rate provided by the Value Stack Calculator. The Value Stack Calculator develops a daily load profile for each site and uses the hourly solar production from HelioScope to estimate an electric $ savings based on the VDER $ rate. Existing Solar Array's that were behind the meter will now be front of the meter, the rate is the difference between the in front of the meter VDER and behind the meter $/kWh.See VDER Monetization Rates table below:

VDER Monetization Rates

Building	Solar Rate
Croton Harmon HS - Existing Roof BTM	$ (0.0933)
Croton Harmon HS - New Solar Single Interconnection	$ 0.1563
Pierre Van Cortlandt MS - Existing Roof BTM	$ (0.0814)
Pierre Van Cortlandt MS - New Solar Single Interconnection	$ 0.1584
Carrie E. Tomkins ES Campus - Existing Roof BTM	$ (0.0944)
Carrie E. Tomkins ES Campus - New Solar Single Interconnection	$ 0.1603

CALCULATIONS

	Croton-Harmon HS	Croton-Harmon HS	Croton-Harmon HS	Pierre Van Cortlandt MS	Pierre Van Cortlandt MS	Pierre Van Cortlandt MS	Carrie E. Tompkins ES Campus	Carrie E. Tompkins ES Campus
	Croton Harmon HS - Existing Roof BTM	Roof Mount	Carport	Pierre Van Cortlandt MS - Existing Roof BTM	Roof Mount	Carport	Carrie E. Tomkins ES Campus - Existing Roof BTM	Roof Mount
DC Rating of System (kW)	104.8	179.2	135.3	30.4	83.8	118.8	227.9	42.5
Include System (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y
Total kWh AC per year Generated (kWh)	131,552	161,619	159,734	39,451	105,617	128,795	295,675	51,187
Electric Safety Factor (%)	2%	2%	2%	2%	2%	2%	2%	2%
VDER Electric Cost Savings ($)	$ (12,027)	$ -	$ -	$ (3,149)	$ -	$ -	$ (27,365)	
Single Interconnection Savings ($)	$		70,602	$		42,743	$	51,406

Croton Harmon UFSD
Exhibit D-5-1
ECM 1 - Install Solar PV Systems

Building Croton-Harmon HS
Type: Roof Mount

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	5,197	31	97.6
February	4,449	28	72.5
March	9,981	31	108.4
April	13,843	30	145.0
May	16,228	31	180.5
June	15,285	30	175.0
July	15,514	31	176.2
August	15,544	31	174.4
September	13,805	30	128.2
October	10,940	31	108.9
November	6,824	30	97.6
December	5,364	31	92.4

Building Croton-Harmon HS
Type: Roof Mount

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	6,124	31	97.6
February	7,728	28	72.5
March	12,248	31	108.4
April	15,734	30	145.0
May	20,089	31	180.5
June	19,031	30	175.0
July	18,976	31	176.2
August	19,315	31	174.4
September	14,743	30	128.2
October	13,282	31	108.9
November	7,170	30	97.6
December	6,158	31	92.4

Building Croton-Harmon HS
Type: Canopy

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	5,620	31	97.6
February	7,295	28	72.5
March	11,658	31	108.4
April	15,716	30	145.0
May	20,339	31	180.5
June	19,317	30	175.0
July	19,208	31	176.2
August	19,448	31	174.4
September	14,665	30	128.2
October	12,872	31	108.9
November	6,833	30	97.6
December	5,728	31	92.4

Building Pierre Van Cortlandt MS
Type: Roof Mount

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	1,373	31	97.6
February	1,790	28	72.5
March	2,954	31	108.4
April	4,159	30	145.0
May	5,079	31	180.5
June	4,775	30	175.0
July	4,958	31	176.2
August	4,795	31	174.4
September	3,563	30	128.2
October	3,165	31	108.9
November	1,781	30	97.6
December	1,359	31	92.4

Croton Harmon UFSD
Exhibit D-5-1
ECM 1 - Install Solar PV Systems

Building Piere Van Cortlandt MS
Type: Roof Mount

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	4,087	31	57.6
February	5,144	28	72.5
March	8,068	31	108.4
April	10,752	30	145.0
May	12,932	31	180.5
June	12,233	30	175.0
July	12,376	31	176.2
August	12,577	31	174.4
September	9,746	30	128.2
October	8,854	31	108.9
November	4,789	30	57.4
December	4,058	31	52.4

Building Piere Van Cortlandt MS
Type: Carport

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	4,386	31	57.6
February	5,613	28	72.5
March	9,242	31	108.4
April	13,540	30	145.0
May	16,755	31	180.5
June	16,102	30	175.0
July	15,836	31	176.2
August	15,772	31	174.4
September	11,615	30	128.2
October	10,049	31	108.9
November	5,390	30	57.4
December	4,496	31	52.4

Building Carrie E. Tompkins ES Campus
Type: Roof Mount

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	10,634	31	57.6
February	13,723	28	72.5
March	22,318	31	108.4
April	31,289	30	145.0
May	37,635	31	180.5
June	35,245	30	175.0
July	35,188	31	176.2
August	35,657	31	174.4
September	27,001	30	128.2
October	23,902	31	108.9
November	12,665	30	57.4
December	10,417	31	52.4

Building Carrie E. Tompkins ES Campus
Type: Roof Mount

Month	Solar PV System Production [kWh]	Days per Month	GHI [kWh/m2]
January	1,839	31	57.6
February	2,426	28	72.5
March	3,943	31	108.4
April	5,269	30	145.0
May	6,355	31	180.5
June	6,009	30	175.0
July	6,086	31	176.2
August	6,167	31	174.4
September	4,767	30	128.2
October	4,284	31	108.9
November	2,199	30	57.4
December	1,842	31	52.4

SAVINGS SUMMARY

Building ID	kWh Savings	kW Savings	Electric Safety Factor	Solar Export Credit
	kWh	kW	%	$
Croton-Harmon HS	452,905	-	2.0%	$ 58,576
Piere Van Cortlandt MS	273,863	-	2.0%	$ 39,594
Carrie E. Tompkins ES Campus	346,862	-	2.0%	$ 24,041
Subtotal	1,073,630	-		$ 122,211

Croton Harmon UFSD
Exhibit D-5-2
ECM 2 - Replace Unit Ventilators

ECM DESCRIPTION

Replace existing inefficient unit ventilators with state of the art new equipment.

DATA / ASSUMPTIONS

Efficiency Gain with Refurbishment [%]	3.5%
Efficiency Gain with Replacement [%]	7.0%
Return Air Temperature [°F]	70.0
Supply Air Temperature [°F]	85.0
Design Cooling Temperature [°F]	92.5

*Unit design load is assumed to occur at 7.5°F bin average temperature
*Outside air set at 30% of supply air

COMMISSIONING

Review installation documents for wiring and vibrations. Start up equipment, test thermostat/building management system response, and inspect perimeter of new units for any air infiltration.

RECOVERY/SAFETY FACTOR

Thermal Safety Factor [%] =	0%

FORMULAE

$$Q_{SAVINGS} = \sum_{.15}^{60} [(Q_{INPUT} \cdot \eta_{REFURB/REPLACE}) / 100{,}000]$$
$$Q_{INPUT} = \sum_{.15}^{60} [(t_{OCC} \cdot Q_{LOAD} \cdot L_{\%}) / \eta_{BOILER}]$$
$$Q_{LOAD} = \sum_{.15}^{60} [1.08 \cdot CFM_{SUPPLY} \cdot T_{RISE}]$$
$$T_{RISE} = \sum_{.15}^{60} [T_{SUPPLY} - T_{MIXED}]$$
$$T_{MIXED} = \sum_{.15}^{60} [((CFM_{RETURN} \cdot T_{RETURN}) + (CFM_{OA} \cdot T_{BIN})) / (CFM_{SUPPLY})]$$

$$W_{SAVINGS} = W_{C\,EXT} - W_{C\,PEP}$$
$$W_{C\,EXT} = \sum_{60}^{105} [\{ (C \cdot (T_{BIN} - T_{UNOCC}) / (T_{BIN} - T_{DESIGN}) \cdot t_{UNOCC}) + (C \cdot (T_{BIN} - T_{OCC}) / (T_{BIN} - T_{DESIGN}) \cdot t_{OCC}) \} \cdot (12 / \eta_{EXT})]$$
$$W_{C\,PEP} = \sum_{60}^{105} [\{ (C \cdot (T_{BIN} - T_{UNOCC}) / (T_{BIN} - T_{DESIGN}) \cdot t_{UNOCC}) + (C \cdot (T_{BIN} - T_{OCC}) / (T_{BIN} - T_{DESIGN}) \cdot t_{OCC}) \} \cdot (12 / \eta_{PEP})]$$

Croton Harmon UFSD
Exhibit D-5-2
ECM 2 - Replace Unit Ventilators

Variable	Units	Description
$Q_{SAVINGS}$	Therms	Thermal Savings
$\sum_{-15}^{60}$	-	Summation of all bins from -15°F to 60°F
η_{BOILER}	%	Efficiency of boiler
T_{BIN}	°F	Temperature of respective bin
Q_{INPUT}	BTU	Input heat provided by unit vents at respective bin temperature
Q_{LOAD}	BTU	Heat load on the unit vent
$L_{\%}$	%	Load % at respective bin
T_{RISE}	°F	Temperature rise across the coil (100% Design at 10°F)
T_{MIXED}	°F	Mixed air temperature
T_{SUPPLY}	Hrs	Temperature of supply air
T_{RETURN}	Hrs	Temperature of return air
CFM_{SUPPLY}	CFM	Total supply CFM of unit vent
CFM_{OA}	CFM	Total outside air CFM of unit vent
CFM_{RETURN}	CFM	Total return air CFM of unit vent
η_{REFURB}	%	Efficiency improvement of refurbished unit vent
$\eta_{REPLACE}$	%	Efficiency improvement of replaced unit vent
t_{OCC}	Hrs	Occupied Bin Hours in respective temperature bin
$W_{SAVINGS}$	kWh	Electrical savings
$W_{C\text{-}EXT}$	kWh	Existing cooling consumption
$W_{C\text{-}PRP}$	kWh	Proposed cooling consumption
$\sum_{60}^{105}$	-	Summation of all bins from 60°F to 105°F

*Inputs are blue

Building	Qty (Refurbished)	Qty (Replaced)	Total Supply (CFM)	Total OA (CFM)	Proposed Boiler Efficiency [%]	Total Cooling Capacity [Tons]	Existing Cooling EER	Proposed Cooling EER
Piere Van Cortlandt MS	-	4	6,000	1,880	76.0%	15.0	10.0	12.0
Totals	-	4	6,000	1,880		15.0		

Croton Harmon UFSD
Exhibit D-5-2
ECM 2 - Replace Unit Ventilators

	Piere Van Cortlandt MS
No. of Units to be Refurbished	-
No. of Units to be Replaced	4
Total Supply Air [CFM]	6,000
Total Outdoor Air [CFM]	1,880
Total Return Air [CFM]	4,120
Efficiency Gain w/ Refurbished and Replaced Units [%]	7.0%
Occ. Heating Setpoint [°F]	70.0
Unocc. Heating Setpoint [°F]	55.0
Occ. Cooling Setpoint [°F]	74.0
Unocc. Cooling Setpoint [°F]	85.0
Return Air Temperature [°F]	70.0
Supply Air Temperature [°F]	85.0
Proposed Boiler Efficiency [%]	76.0%
Thermal Savings [Therms]	162
Safety Factor [%]	0%
Thermal Savings [Therms]	162
Electric Savings [kWh]	548

Croton Harmon UFSD
Exhibit D-5-2
ECM 2 - Replace Unit Ventilators

CALCULATIONS

Piere Van Cortlandt MS

$Q_{existing\ Consumption} = Q_{input} / 100000$

$Q_{INPUT} = \sum^{60}_{-15} [(I_{OCC} \cdot Q_{LOAD} \cdot L_H) / \eta_{BOILER}]$

$Q_{LOAD} = \sum^{60}_{-15} [1.08 \cdot CFM_{SUPPLY} \cdot T_{RISE}]$

$T_{RISE} = \sum^{60}_{-15} [T_{SUPPLY} - T_{MIXED}]$

$T_{MIXED} = \sum^{60}_{-15} [((CFM_{RETURN} \cdot T_{RETURN}) + (CFM_{OA} \cdot T_{BIN})) / (CFM_{SUPPLY})]$

Heating Bin 30 to 35

$T_{MIXED} = \sum^{35}_{30} [((CFM_{RETURN} \cdot T_{RETURN}) + (CFM_{OA} \cdot T_{BIN})) / (CFM_{SUPPLY})]$

$T_{MIXED} = [((4120 * 70) + (1880 * 32.5)) / (6000)]$

$T_{MIXED} = 58.25$

$T_{RISE} = \sum^{35}_{30} [T_{SUPPLY} - T_{MIXED}]$

$T_{RISE} = (85 - 58.25)$

$T_{RISE} = 26.75$

$Q_{LOAD} = \sum^{35}_{30} [1.08 \cdot CFM_{SUPPLY} \cdot T_{RISE}]$

$Q_{LOAD} = [1.08 * 6000 * 26.75]$

$Q_{LOAD} = 173340$

$Q_{INPUT} = \sum^{35}_{30} [(I_{OCC} \cdot Q_{LOAD} \cdot L_H) / \eta_{BOILER}]$

$Q_{INPUT} = [(165.535714285688 * 173340 * 0.773) /0.76]$

$Q_{INPUT} = 29203429$

$Q_{existing\ Consumption} = Q_{input} / 100000$

$Q_{existing\ Consumption} = 29203429 / 100000$

$Q_{existing\ Consumption} = 20.4$

PIERE VAN CORTLANDT MS

Amb. Temp Bin [°F]	Avg Temp [°F]	01-08 Hours	09-16 Hours	17-24 Hours	Total Bin Hours	Occup.Bin Hours	Mixed Air Temp [°F]	Temp Rise Across Coil [°F]	Heat Load on the Unit [BTUh]	Load % at Bin OA Temp [%]	Heat Provided by Units [BTU]	Input Heat to Units [BTU]	Heat Savings by Refurb/Replace [Therms]
HEATING													
55 to 60	57.5	40	142	102	284	127	66.1	18.9	122,580	55%	8,500,955	11,185,467	7.8
50 to 55	52.5	80	178	127	385	164	64.5	20.5	132,732	59%	12,901,402	16,975,529	11.9
45 to 50	47.5	80	172	136	388	161	63.0	22.1	142,884	64%	14,706,379	19,350,498	13.5
40 to 45	42.5	183	212	199	594	220	61.4	23.6	153,036	68%	22,954,215	30,202,914	21.1
35 to 40	37.5	251	153	243	647	197	59.8	25.2	163,188	73%	23,469,384	30,880,768	21.6
30 to 35	32.5	204	133	191	528	166	58.3	26.8	173,340	77%	22,194,606	29,203,429	20.4
25 to 30	27.5	169	93	96	358	114	56.7	28.3	183,492	82%	17,090,069	22,486,933	15.7
20 to 25	22.5	147	78	105	330	101	55.1	29.9	193,644	86%	16,852,227	22,173,983	15.5
15 to 20	17.5	88	51	75	214	66	53.6	31.5	203,796	91%	12,145,838	15,981,366	11.2
10 to 15	12.5	37	47	43	127	48	52.0	33.0	213,948	95%	9,775,104	12,861,979	9.0
5 to 10	7.5	45	30	35	110	36	50.4	34.6	224,100	100%	8,003,571	10,531,015	7.4
0 to 5	2.5	51	7	19	77	17	48.9	36.2	234,252	100%	4,099,410	5,393,961	3.8
-5 to 0	-2.5	19	5	9	33	9	47.3	37.7	244,404	100%	2,094,891	2,756,436	1.9
-10 to -5	-7.5	15	1	4	20	4	45.7	39.3	254,556	100%	1,045,498	1,375,655	1.0
-15 to -10	-12.5	10	-	-	10	2	44.2	40.9	264,708	100%	472,693	621,964	0.4
Total		1,419	1,302	1,384	4,105	1,431					176,306,241	231,981,896	162

Croton Harmon UFSD
Exhibit D-S-2
ECM 2 - Replace Unit Ventilators

Piere Van Cortlandt MS

Occupied Tons = ((Avg Temp - Occ. Clg Stpt) / (Design Temp - Occ. Clg Stpt))* Tons
Unoccupied Tons = ((Avg Temp - Unocc. Clg Stpt) / (Design Temp - Unoncc. Clg Stpt))* Tons
Occupied Ton Hours = Occupied Tons * Occupied Bin Hours
Unoccupied Ton Hours = Unoccupied Tons * Unoccupied Bin Hours
Current Condening Unit Consumption [kWh] = (Occupied Ton Hours + Unoccupied Ton Hours) * 12 / Current EER
Proposed Condening Unit Consumption [kWh] = (Occupied Ton Hours + Unoccupied Ton Hours) * 12 / Proposed EER
Savings [kWh]= Proposed Condensing Unit Consumption - Existing Condensing Unit Consumption

Bin Range 80F to 85F

Occupied Tons = ((Avg Temp - Occ. Clg Stpt) / (Design Temp - Occ. Clg Stpt))* Tons
Occupied Tons = ((82.5 - 74) / (97.5 - 74)) *15
Occupied Tons = 6.89

Unoccupied Tons = ((Avg Temp - Unocc. Clg Stpt) / (Design Temp - Unoncc. Clg Stpt))* Tons
Unoccupied Tons = ((82.5 - 85) / (97.5 - 85)) *15
Unoccupied Tons = 0

Occupied Ton Hours = Occupied Tons * Occupied Bin Hours
Occupied Ton Hours = 6.89 * 170.18
Occupied Ton Hours = 1172.85

Unoccupied Ton Hours = Unoccupied Tons * Unoccupied Bin Hours
Unoccupied Ton Hours = 0 * 134.82
Unoccupied Ton Hours = 0

Current Condening Unit Consumption [kWh] = (Occupied Ton Hours + Unoccupied Ton Hours) * 12 / Current EER
Current Condening Unit = (1172.85 + 0) * 12 / 10
Current Condening Unit = 1407.42

Proposed Condening Unit Consumption [kWh] = (Occupied Ton Hours + Unoccupied Ton Hours) * 12 / Proposed EER
Proposed Condening Un = (1172.85 + 0) * 12 / 12
Proposed Condening Un = 1172.85

Savings [kWh] = Proposed Condensing Unit Consumption - Existing Condensing Unit Consumption
Savings [kWh] = 1407.42 - 1172.85
Savings [kWh] = 234.57

PIERE VAN CORTLANDT MS

Amb. Temp Bin [°F]	Avgerage Temp. [°F]	01-08 Hours	09-16 Hours	17-24 Hours	Total Bin Hours	Occ.Bin Hours	Unocc. Bin Hours	Occ. Load [Tons]	Unocc. Load [Tons]	Occ. Consumption [Ton-Hrs]	Unocc. Consumption [Ton-Hrs]	Existing Total Consumption [kWh]	Proposed Total Consumption [kWh]	Total Electrical Savings [kWh]
COOLING														
100 to 105	102.5	-	-	-	-	-	-	15.0	15.0	-	-	-	-	-
95 to 100	97.5	-	-	-	-	-	-	15.0	15.0	-	-	-	-	-
90 to 95	92.5	-	11	1	12	8	4	15.0	15.0	121	59	216	180	36
85 to 90	87.5	-	84	14	98	62	36	10.9	5.0	684	178	1,034	862	172
80 to 85	82.5	1	216	88	305	170	135	6.9	-	1,173	-	1,407	1,173	235
75 to 80	77.5	29	221	125	375	185	190	2.8	-	526	-	631	526	105
70 to 75	72.5	109	233	210	552	223	329	-	-	-	-	-	-	-
65 to 70	67.5	227	224	249	700	245	455	-	-	-	-	-	-	-
60 to 65	62.5	302	200	269	771	245	526	-	-	-	-	-	-	-
Total		668	1,189	956	2,813	1,139	1,674					3,289	2,740	548

Croton Harmon UFSD
Exhibit D-5-2
ECM 2 - Replace Unit Ventilators

SAVINGS SUMMARY

Building ID	Thermal Savings	Electric Savings	Thermal Safety Factor	Electric Safety Factor
	Therms	kWh	%	%
Croton-Harmon HS	-	-	0.0%	0.0%
Piere Van Cortlandt MS	162	548	0.0%	0.0%
Carrie E. Tompkins ES Campus	-	-	0.0%	0.0%
Subtotal	162	548		

Piere Van Cortlandt MS

Electric $ = (kWh Savings * $ / kWh)
Electric $ = (548.097 * 0.0885)
Electric $ = $48.51

Thermal $ = (Thermal Savings * $ / Therm) * (1- Global Safety Factor)
Thermal $ = (162.387 * 1.6613) * (1-0)
Thermal $ = $269.77

Total $ Savings

= $319

EXHIBIT D-6
OPERATIONAL COST AVOIDANCE CALCULATIONS

OSD #1: UNIT VENTILATOR REPLACEMENTS OPERATIONAL COST AVOIDANCE

1. Description and Causal Connection to Scope of Work: Attachment A, ECM #2 describes Honeywell's scope of work for installing new Unit Ventilators with DX cooling at Pierre Van Cortlandt Middle School.

2. Determination of Operational Costs Avoided: Operational cost avoidance is based on the elimination of repairs and the reduction in preventive maintenance resulting from the installation of these new Unit Ventilators. The amount of savings is agreed to be $5,000/yr.

~ This Page Intentionally Left Blank ~

Exhibit D-7: Detailed M&V Plan

Croton-Harmon UFSD
Exhibit D-7
M&V Plan Summary

ECM #	ECM	IPMVP Option	Build-out included in install scope	ECM Intent	Stipulated Values	Measurement Sample Size for Groups w/ Similar Characteristics	Potential-to-Save INSTALL PERIOD		PERFORMANCE PERIOD			
							Key Parameters Measured, Measuring Point & Boundary for Determination of Savings	Post-Install Measurement Responsibility & Frequency	Annual Measured Variables: Measuring Point	Measurement Procedure	Annual Performance Monitoring Activities	Annual M&V Activities
1	Install Solar PV Systems	A - Electric	See ECM Matrix	Generation of electricity by photovoltaic array	Solar Insolation and ambient drybulb temperature (Tdb) as modeled are baseline stipulations used for adjustment of performance period values to baseline conditions. NOAA hi/lo Tdb weather data	Production Meter and Solar Insolation metering – one (1) set per site	(1) solar AC electrical production and (2) solar insolation are measured; the solar input to the array and production meter out are the boundary for savings determination; grid-electric meter analysis is NOT performed.	Short term (approx 2 weeks) measurements via DAS to verify potential to perform based on (solar out / solar in) efficiency compared to design calculations.	Measure (1) solar AC electrical production and (2) solar insolation via the Solar DAS (data acquisition system)	Option A Production Expected (kWh) = (Irradiance Measured / Irradiance Modeled) x Production Modeled Adjustment Value (kWh) = Production Modeled - Production Expected Production Adjusted (kWh) = Production Measured + Adjustment Value	Yr1 Monitoring only	Option A - measurement of the performance (AC kW output) of the Solar PV System and comparing to the baseline projection of generation adjusted for off-design solar insolation conditions during performance year. Calculate savings for Year 1 and apply Yr1 results to subsequent performance years
2	Unit Ventilator Replacements	A - Natural Gas	See ECM Matrix	Replace inefficient existing unit ventilators with new to improve performance.	Baseline Schedules, Setpoints, Boiler efficiency, & outside air CFM as stipulated in the projected energy savings calculations	100%	Confirm contractual required occupied / unoccupied setpoints and schedules from BMS.	Post - One time	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 electricity savings one time.	No Annual Monitoring	Option A - calculate savings for Year 1, and apply results to subsequent performance years
3	Unit Ventilator Replacements	A - Electric	See ECM Matrix	Replacing inefficient window A/C units with DX condensing units	Baseline Schedules, Setpoints, Load, and Environment as stipulated in the projected energy savings calculations	100%	Confirm post-install electrical data from condensing unit nameplate. Confirm contractual required occupied / unoccupied cooling setpoints and schedules.	Post - One time	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 electricity savings one time.	No Annual Monitoring	Option A - calculate savings for Year 1, and apply results to subsequent performance years

Croton-Harmon UFSD
Exhibit D-7
Energy Conservation Measures by Facility by M&V Option Type

ECM #	ECM Description	Croton-Harmon High School	Pierre Van Cortlandt MS	Carrie E Tompkins
1	Install Solar PV Systems	A/_	A/_	A/_
2	Unit Ventilator Replacements	_/_	A/A	_/_

Note: The M&V options are distributed by utility type as Electric / Natural Gas.

An underscore indicates where an option is not applicable. A single letter represents the option type, for example, " A " is Option A.