

CONTRACT AMENDMENT ONE

This Amendment (the "Amendment") is made this 13th day of January 2023 by and between:

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

and

LEVITTOWN UNION FREE SCHOOL DISTRICT ("Customer" or "District")
150 ABBEY LANE
LEVITTOWN, NEW YORK 11756

RECITALS

WHEREAS, JCI and Customer are parties to a Performance Contract, dated August 10, 2022 (the "Agreement");

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

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

1. The Agreement shall be amended in accordance with the following:
 - a. **On Page 2 of the Agreement, under ARCHITECT OF RECORD, replace "\$581,440" with "\$719,506".**
 - b. **On Page 18 of the Agreement, under SCOPE OF WORK, replace the two (2) tables with the following:**

ECM #	Proposed Measures	Division Avenue High School	MacArthur High School	Jonas E. Salk Middle School	Wisdom Lane Middle School	Abbey Lane Elementary School	East Broadway Elementary School	Gardiners Avenue Elementary School
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x	x	x	x	x	x
ECM 3	Energy Management System - Demand Controlled Ventilation				x			
ECM 4	Condensing Unit/ RTU Replacement				x			
ECM 5	Energy Efficient Transformers		x					
ECM 6	Renewable Energy- Photovoltaic Generation	x	x		x	x		x
	Ceiling Replacement					x		

ECM #	Proposed Measures	Lee Road Elementary School	Northside Elementary School	Summit Lane Elementary School	Levittown Memorial Education Center	Buildings & Grounds Office	Transportation Garages	Transportation Offices
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x		x	x	x		
ECM 3	Energy Management System - Demand Controlled Ventilation							
ECM 4	Condensing Unit/ RTU Replacement							
ECM 5	Energy Efficient Transformers			x				
ECM 6	Renewable Energy- Photovoltaic Generation			x	x			
	Ceiling Replacement		x					

- c. **On page 26 of the Agreement, remove ECM 6: Renewable Energy – Photovoltaic Electric Generation in its entirety and replace with the following:**

ECM 6: Renewable Energy – Photovoltaic Electric Generation

Johnson Controls will furnish, install, and commission a total of 2,672.9 kW-DC carports photovoltaic electrical generation systems as detailed in the table below that will interconnect with the existing electrical distribution system at the associated schools.

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

Building	Carpport (kW-DC)
Division Avenue High School	569.80
MacArthur High School	585.60
Wisdom Lane Middle School	320.60
Abbey Lane Elementary School	280.80
Gardiners Avenue Elementary School	189.50
Summit Lane Elementary School	249.20
Levittown Memorial Education Center	477.40
Totals	2,672.90

Installation includes the following specifications for Carport, Canopy Systems:

- Carport system to have a minimum height of 14 ft. in roadway areas
- Canopy system to have a minimum height of 10 ft. in non-roadway areas
- Solar Modules to be 72 cell 400-watt JA Solar
- Solar Inverters to be SMA or equal 1500-volt family.
- Solar equipment to be mounted at no less than 10 ft above grade.
- Conduit work up to 10 ft. above grade will be hard wall galvanized.
- Should any new exterior switchgear be required, a 6 ft chain-link fence shall be installed with an access gate.
- New underground conduit to be PVC
- Work to conform to PSEG and regulatory or governmental agencies requirements.
- Carport/Canopy Racking system, including hardware and module mounting hardware to be engineered carport/canopy structure to support PV modules.
- New members and hardware are galvanized steel with Columns and Top Beams hot dipped to ASTM A123 and purlins pre-galvanized to a G140 minimum. Module hardware is stainless steel.
- New member connections shall be bolted. No on-site welding shall be required or undertaken without the prior written permission of the District and its Architect.
- Parking lot restoration in affected areas to be saw cut and hot patched to match existing surface conditions.
- Columns to be set directly on concrete piers with chemical anchors or wet set anchor bolts.
- Temporary fencing, barricades, or storage trailers necessary to secure site.
- Disposal of soil/spoil created from the foundation installation is included. JCI shall undertake necessary soil testing and properly dispose of soil at its cost and expense in accordance with all applicable laws, rules, regulations and codes in effect at the time of contract signing.
- Grounding hardware for modules and racking
- Module grounding to be per module manufacturer's installation instructions.
- Base design includes pre-punched holes in the purlin for wire management.
- Electrical Underwriters Certificate.
- Electrical installation to be installed as per the NEC 2017 code, as amended and updated.
- Electrical conduit will be installed outside of concrete piers and/or baseplates.
- JCI will provide a web-based dashboard for PV production for students and staff to use and access.
- District to support monitoring by supplying an IT drop to a gateway location and all necessary IP addresses that the District will maintain for 18 years.
- SED approved system design drawings shall be prepared by the Customer's Architect of Record.

In the event that any of the parking lots are determined to be unsuitable for carport PV arrays, Johnson Controls will attempt to move the arrays or portions of the arrays to another location that is suitable at any of the other buildings outlined above, subject to all necessary review and approvals and written approval of the Customer.

If during the design phase the architect / engineer of record, JAG Architect, encounters structural issues, geo-tech issues, drainage issues, septic system issues with any of parking lots and walkways shall relocate the problem areas of solar arrays to a different location in order to maintain the 2,672.90 kW-DC of total system size. JCI shall be fully responsible for coordinating its work with any ongoing capital work at the District. An adjustment to the guarantee may occur in form of Contract Amendment if the new location is on a different electric rate.

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

The weather station monitoring is included through the web-based dashboard as long as the internet IP address is maintained. The buildings are within close proximity. The weather station includes a pyranometer at three locations, one each at Division Ave High School, Wisdom Lane Middle School, and One at Abbey Lane Elementary School. The proposed system will include the pyranometer, weather-station, ambient temperature sensor, and module temperature with the data displayed on cloud-based portal. The irradiance value will be trended and logged into the cloud.

Power to the building will be temporarily shut down by the utility for up to four (4) hours during the tie-in. Advanced coordination with the District will be required before the tie-in.

Exclusions:

1. Repair or replacement of defective electrical equipment and electrical distribution system, except the equipment described in the Scope of Work, unless said repair or replacement is required due to the acts or omissions of JCI. (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer in writing).
2. Structural or roof repairs or upgrades.

d. **On Page 31 of the Agreement, under Exhibit 1: PROJECT BENEFITS delete the section upto "Annual Measurement and Verification (M&V) Services" in its entirety and replace with following:**

Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will achieve a total of **\$17,197,781** in Measured Utility Cost Avoidance, **\$974,474** in Operations and Maintenance Cost Avoidance and **\$225,940** in Energy Rebates, for Total Guaranteed Project Benefits of **\$18,398,196**, as set forth in the Total Project Benefits table below

Total Project Benefits

Year	Utility Cost Avoidance* Measurable Savings	Operations & Maintenance Cost Avoidance**	Energy Rebate-Non-Recurring Savings	Total Guaranteed Project Benefits
Implem.				\$0
1	\$803,173	\$45,510	\$225,940	\$1,074,623
2	\$819,236	\$46,420		\$865,656
3	\$835,621	\$47,349		\$882,969
4	\$852,333	\$48,296		\$900,629
5	\$869,380	\$49,261		\$918,641
6	\$886,767	\$50,247		\$937,014
7	\$904,503	\$51,252		\$955,754
8	\$922,593	\$52,277		\$974,869
9	\$941,045	\$53,322		\$994,367
10	\$959,866	\$54,389		\$1,014,254
11	\$979,063	\$55,476		\$1,034,539
12	\$998,644	\$56,586		\$1,055,230
13	\$1,018,617	\$57,718		\$1,076,335
14	\$1,038,989	\$58,872		\$1,097,861
15	\$1,059,769	\$60,049		\$1,119,819
16	\$1,080,965	\$61,250		\$1,142,215
17	\$1,102,584	\$62,475		\$1,165,059
18	\$1,124,635	\$63,725		\$1,188,360
Totals	\$17,197,781	\$974,474	\$225,940	\$18,398,196

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

**Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of 2%

- e. On Page 40 of the Agreement, under EXHIBIT 3: MEASURED PROJECT BENEFITS remove Table 2.3.1: Measured Project Benefits Summary in its entirety and replace with following:

ECM #	PROPOSED MEASURES	Electricity Savings			Thermal		Total Savings
		kW	kWh/yr	\$/yr	MMBtu/yr	\$/yr	\$/yr
ECM 1	Lighting - Interior Retrofit	390	994,975	\$225,441	(1,934)	(\$21,880)	\$203,562
ECM 2	Lighting - Exterior Retrofit	0	70,489	\$11,689	0	\$0	\$11,689
ECM 3	Energy Management System - Demand Controlled Ventilation	0	0	\$0	406	\$4,092	\$4,092
ECM 4	Condensing Unit/RTU Replacement	0	57,260	\$9,613	0	\$0	\$9,613
ECM 5	Energy Efficient Transformers	2	13,278	\$2,526	0	\$0	\$2,526
ECM 6	Renewable Energy- Photovoltaic Generation	0	3,458,114	\$571,690	0	\$0	\$571,690
	TOTALS	392	4,594,117	\$820,960	-1,528	(\$17,787)	\$803,173

- f. On Page 43 of Agreement, Under EXHIBIT VI. BASELINE CALCULATIONS AND UTILITY RATES, in the first paragraph, replace “July 2020 to June 2021” with “July 2021 to June 2022”.
- g. On Page 43 of Agreement, Under EXHIBIT VI. BASELINE CALCULATIONS AND UTILITY RATES, replace Table 2.6.1: Baseline Electrical Consumption Data & Rates with the following table.

Building	Demand kW	Avg kW Cost	Electric Usage kWh	Usage kWh Cost	Unblended \$/kWh	Total Electric Cost
Northside Elementary School	137	\$13	347,042	\$60,033	\$0.17	\$81,039
East Broadway Elementary School	121	\$17	380,243	\$61,746	\$0.16	\$86,872
Levittown Memorial Education Center	184	\$18	763,294	\$125,991	\$0.17	\$164,724
Wisdom Lane Middle School	230	\$17	681,481	\$114,405	\$0.17	\$160,941
MacArthur High School	268	\$16	1,010,572	\$165,389	\$0.16	\$218,007
Jonas E. Salk Middle School	190	\$17	686,240	\$110,776	\$0.16	\$149,236
Summit Lane Elementary School	148	\$15	417,412	\$70,218	\$0.17	\$96,721
Abbey Lane Elementary School	145	\$16	497,440	\$82,055	\$0.16	\$110,092
Division Avenue High School	236	\$17	910,623	\$148,119	\$0.16	\$195,757
Lee Road Elementary School	70	\$17	217,720	\$32,613	\$0.15	\$47,089
Gardiners Avenue Elementary School	82	\$17	313,424	\$53,757	\$0.17	\$70,828
Transportation Offices	19	\$17	47,679	\$8,921	\$0.19	\$12,963
Transportation Garages	26	\$16	87,807	\$14,643	\$0.17	\$19,808
Buildings & Grounds Office	41	\$17	178,817	\$31,419	\$0.18	\$39,933
	1,897		6,539,794	\$1,080,085	\$0.17	\$1,454,011

- h. On Page 44 of Agreement, Under EXHIBIT VI. BASELINE CALCULATIONS AND UTILITY RATES, replace Table 2.6.2: Baseline Gas Consumption Data & Rates with the following table.

Building	Therms	Cost	Cost / Therm
Northside Elementary School	-	-	-
East Broadway Elementary School	59,420	\$61,904	\$1.04
Levittown Memorial Education Center	91,436	\$96,395	\$1.05
Wisdom Lane Middle School	76,860	\$77,515	\$1.01
MacArthur High School	63,850	\$70,997	\$1.11
Jonas E. Salk Middle School	78,867	\$83,112	\$1.05
Summit Lane Elementary School	39,208	\$43,812	\$1.12
Abbey Lane Elementary School	83,768	\$76,247	\$0.91
Division Avenue High School	113,932	\$119,137	\$1.05
Lee Road Elementary School	19,932	\$25,114	\$1.26
Gardiners Avenue Elementary School	64,377	\$71,181	\$1.11
Transportation Offices	1,382	\$2,762	\$2.00
Transportation Garages	3	\$470	\$156.76
Buildings & Grounds Office	13,830	\$18,615	\$1.35
	706,865	\$747,262	\$1.06

- i. On Page 45 of Agreement, Under EXHIBIT VI. BASELINE CALCULATIONS AND UTILITY RATES, replace Table 2.6.3: Baseline Fuel Oil Consumption Data & Rates with the following table.

Building	Gallons	Cost	Cost /Gallon
Northside Elementary School	42,824	\$123,462	\$2.88
East Broadway Elementary School	0	\$0	
Levittown Memorial Education Center	0	\$0	
Wisdom Lane Middle School	0	\$0	
MacArthur High School	0	\$0	
Jonas E. Salk Middle School	0	\$0	
Summit Lane Elementary School	0	\$0	
Abbey Lane Elementary School	0	\$0	
Division Avenue High School	0	\$0	
Lee Road Elementary School	0	\$0	
Gardiners Avenue Elementary School	0	\$0	
Transportation Offices	814	\$2,621	\$3.22
Transportation Garages	2,082	\$6,537	\$3.14
Buildings & Grounds Office	727	\$2,122	\$2.92
	46,447	\$134,741	\$2.90

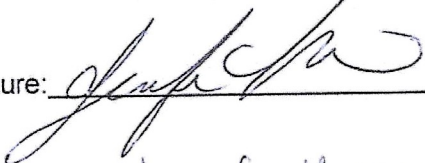
- j. On Page 54 of the Agreement, under Schedule 4 PRICE AND PAYMENT TERMS, 1. Total Project Costs, remove the value “\$12,210,238” and replace with the “15,109,627”.
- k. On Page 54 of the Agreement, under Schedule 4 PRICE AND PAYMENT TERMS, 2. Payments for Architectural/Engineering Services, remove the value “\$581,440” and replace with the “\$719,506”.
- l. Under Schedule 5 Schedule of Values, remove the table in its entirety and replace with the following:

ECM #	Proposed Measures	Costs
ECM 1	Lighting - Interior Retrofit	\$2,131,482
ECM 2	Lighting - Exterior Retrofit	\$48,603
ECM 3	Energy Management System - Demand Controlled Ventilation	\$6,965
ECM 4	Condensing Unit / RTU Replacement	\$305,621
ECM 5	Energy Efficient Transformers	\$34,443
ECM 6	Renewable Energy- Photovoltaic Generation	\$9,416,247
	Ceiling Replacements	\$612,403
	Energy Engineering, JCI CM, SED Submission & General Conditions	\$1,834,357
	Architect/Engineering Fees	\$719,506
	Total Project Cost	\$15,109,627

- 2. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Agreement.
- 3. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.
- 4. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to cause this Amendment to become legal, valid and binding.
- 5. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
- 6. This Amendment to the Agreement shall not be executory until approval of the Commissioner of Education is obtained.

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

LEVITTOWN UNION FREE SCHOOL DISTRICT

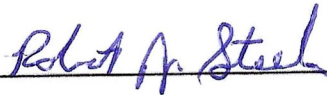
Signature: 

Printed Name: Jennifer Messina

Title: President, Board of Education

Date: 1/11/23

JOHNSON CONTROLS, INC.

Signature: 

Printed Name: ROBERT J. STEELE

Title: AREA GENERAL MANAGER

Date: 1/13/2023