ENERGY SERVICE PERFORMANCE CONTRACT

This Energy Service Performance Contract ("Contract") is made and entered into this _____ day of _____, 2022 by and between Day Automation Systems, Inc. ("Day"), having its principal place of business at 7931 Rae Boulevard, Victor, New York 14564
and Elmira Heights Central School District ("Customer") located at 2083 College Ave. Elmira Heights, NY 14903.

R E C I T A L S

WHEREAS, Customer owns and operates the facility described herein and wishes to acquire equipment and services to reduce energy costs and related expenses at the facility; and

WHEREAS, Day has experience and technical management capabilities to identify and evaluate energy cost saving opportunities, and provide for engineering, procurement, installation, maintenance and measurement of cost effective energy cost saving measures; and

WHEREAS, Day has delivered to the Customer a technical energy audit report development plan ("Audit Report") which includes an assessment of the energy consumption characteristics of the Customer's facility and the identification and evaluation of viable cost saving measures as well as estimates of expected energy and operational savings and associated project costs for each recommended cost saving measure; and

WHEREAS, Customer desires to contract with Day for the design, installation, maintenance and measurement of the cost saving measures all set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - CONTRACT SERVICES AND COMPENSATION

1.1 **Contract Exhibits**. Day has prepared and Customer has approved and accepted the exhibits set forth below, copies of which are attached hereto and made a part of his Contract by reference:

Exhibit A	Payment Schedule
Exhibit B	Scope of Services
Exhibit C	Description of the Premises
Exhibit D	Construction and Installation Schedule
Exhibit E	Guaranty
Exhibit F	Performance Period Services

1.2. **Services and Performance Period Services**.

a. Services. Day shall commence performance of the services outlined in Exhibit B within thirty (30) days following the execution of this Contract (the "Start Date"). Day shall use commercially reasonable efforts to substantially complete performance of the services at the premises identified in Exhibit C within 365 days of the Start Date (hereinafter "Substantial Completion"). Attached here to as Exhibit D is an indicative project schedule setting forth estimated performance time frames and sequencing of the services. Exhibit D is subject to change upon the agreement of the parties. Day and the Customer shall cooperate jointly in good faith to develop and maintain the schedule for the performance of the services hereunder. Day's obligations hereunder are limited to performing the services as defined herein. Excluded from the services are any modifications or alterations to the premises that may be required by the operation of Americans with Disabilities Act or any other law or building codes.

b. Performance Period Services. During the term thereof, Day shall furnish and Customer shall pay for the Performance Period Services as and when described in Exhibit F.

1.3 **Contract Price**. Subject to the terms and conditions herein, as payment for Day's performance in furnishing of the services as described in Exhibit B and as further described in Exhibit A, Customer shall pay or caused to be paid to Day pursuant to Section 1.5 the sum of Nine Hundred Thousand and Eighty Nine Dollars ($ 900,089), which contract price includes all applicable sales, consumer use or similar taxes for the services required to be performed by Day pursuant to this Contract. The contract price does not include the cost to Customer for Performance Period Services to be furnished by Day pursuant to Exhibit F or the Customer's direct cost (if any) as shown in Exhibit A.

1.4 **Service Payment Terms**. Customer shall pay or caused to be paid to Day for the services as follows:

(i) Initial Payment. Upon execution hereof, Customer shall pay 10% of the Contract Price for engineering, drafting, mobilization and other costs;

(ii) Monthly Payment and Final Payment. Day will invoice for the Contract Price on a monthly basis for all materials and equipment delivered to the premises and for all installation, labor and services performed during the billing period. Day anticipates that construction progress will be billed in accordance with the payment schedule set forth in Exhibit A - Table A.1. Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within 30 calendar days of its due date shall bear interest at the rate of 9% per year.

(iii) Annual Services Payment. Day will invoice annually for the Measurement and Verification Services and the Maintenance Services as set forth in Exhibit A, Table A.2 and Table A.3 and as set forth in Exhibit F.

(iv) Rebates and Incentives – Day will apply for rebate and incentive funds on the behalf of the Customer through programs that are available prior to construction of the project that are managed by NYSERDA and the Local Utility provider. DAY, with any needed assistance from the Customer, will submit all required documentation and measurement and verification for the programs. These funds, however, are not guaranteed to be available and are based on project **performance.**

1.5 **Energy Savings Guaranty**. Day guarantees the level of energy and operational savings as provided for in Exhibit E and any sub-exhibits thereto which will be achieved each year as a result of the services specified herein.

1.6 **Term**. The term of this Contract shall commence as of the date first written above and shall end upon the expiration of the guaranty term set forth in Exhibit E, unless terminated earlier pursuant to the terms herein.

1.7 **Measurement and Verification.** Measurement and Verification are included in this agreement as detailed in Exhibit F for 18 years or until the guaranteed savings are achieved.

ARTICLE 2 - PERFORMANCE

2.1 **Construction Procedures and Change to Services**. Day shall supervise and direct services using qualified personnel. Day shall have the exclusive control over construction means, methods, techniques, sequences and procedures except as set forth herein. For any revisions to the services herein, Day shall obtain Customer's prior consent to material deviations from the original scope of services, which consent shall not be unreasonably withheld, conditioned or delayed.

2.2 **Substantial Completion**. Day may provide written notice to Customer that one or more items comprising the services described in Exhibit B is/are substantially complete and request the Customer issue a certificate of substantial completion with respect to such service in a form mutually agreeable to both parties. Substantial completion with respect to the service element shall be the date when the specified service has been performed or installed and is operating as required by this Contract, with only minor work remaining, which shall be specified on a punchlist agreed upon by Customer and Day and, if applicable, attached to the certificate of substantial completion and acceptance. Customer shall within thirty (30) days following receipt of the certificate of substantial completion and acceptance inspect the specified service elements and either execute the certificate or reject such certificate setting forth in detail the reasons for such rejection. If Customer fails to accept or reject the certificate of substantial completion and acceptance within such 30-day period, Customer shall be deemed to have accepted the services outlined in the certificate of substantial completion and acceptance. If Customer timely and properly rejects such certificate, Day shall, with reasonable diligence and speed, correct deficiencies in the services and will issue another certificate of substantial completion and acceptance to Customer. The procedures set forth above shall be repeated until the certificate of substantial completion and acceptance has been executed or deemed executed by the Customer. Customer's acceptance of the certificate of substantial completion and acceptance shall not be unreasonably withheld, conditioned or delayed by Customer.

2.3 **Final Completion**. Upon Customer's receipt of written notice from Day that the services are ready for final inspection and acceptance, Customer and Day shall inspect the services and determine whether the same had been performed in accordance with this Contract. If Customer considers the services complete and performed in accordance with this Contract, Customer shall execute a certificate of final completion and acceptance in a form mutually agreed to by the parties to be executed by an authorized representative of Customer. Upon Day presenting a certificate of final completion and acceptance to Customer for execution, Customer shall have thirty (30) days from the date of the certificate in order to obtain written objections, if any, to the issuance of the certificate,

identifying the specific parts of the services that Customer believes have not been completed and providing specific facts in support of Customer's belief that the services have not been finally completed. If Customer executes the certificate or fails to deliver to Day written objections prior to the deadline set forth above, the date of final completion shall be the date the certificate was submitted to Customer.

2.3.1 Outside Inspectors. Customer shall be entitled to have outside parties perform inspections on its behalf, including but not limited to inspections for Substantial Completion and Final Completion. Customer shall be entitled to reasonable extensions of up to 60 days upon written notice to Day beyond the 30 day period described in the above paragraphs in order to retain any such outside party and have them perform said inspections. Customer shall be responsible for all costs associated with outside inspection.

2.4 **Delays**. If Day is delayed in the commencement or completion of any part of the services due to an event of Force Majeure or due to the acts or omissions of the Customers or any of its affiliates or its respective employees, representatives, agents, contractors, lenders, successors or assigns (collectively "Customer's Representatives"), or the failure of any Customer's Representatives to perform its obligations under this Contract or cooperate with Day in the timely performance of the services, then Day will notify the Customer as soon as practicable but in no event greater than 21 business days of the existence, extent of and reasons for such delay. Day shall be entitled to a change order to extend the time of completion of the services and/or any additional costs for furnishing the services to the extent affected by such delays in accordance with Section 2.8. Day shall only be entitled to additional costs to the extent that such delays and resulting costs are caused by Customer or any of its Representatives

2.5 **Permits and Governmental Fees**. Day shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses and inspections necessary for proper performance and completion of the services which are legally required to be obtained in Day's or its subcontractor's name. Customer is responsible for any other approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities which are not the responsibility of Day under this section. Notwithstanding the following, Customer is responsible for any governmental or regulatory permits identified in Exhibit B. Customer may, but shall not be obligated to, retain a third-party consultant acceptable to Day, at Customer's sole cost and expense, to review and validate Day's drawings and permit application in order to expedite any state permitting review. In the event such third-party recommends changes or

clarifications to the drawings or other elements of this Contract, the parties shall evaluate and negotiate in good faith such recommended changes or clarifications, provided that Day shall not be required to implement any changes or clarifications that are not required by state law or code.

2.6 **Utilities During Construction**. Customer shall provide Day with access to existing water, heat and utilities and shall pay such utilities consumed by Day during performance of the services. Day shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for assessing such water, heat and utilities. Day shall, at its cost, remove any temporary utility facilities and restore the area subject to any damage resulting therefrom at the conclusion of the work.

2.7 **Concealed or Unknown Conditions**. Day shall promptly notify Customer if it encounters the following conditions at the premises:

(i) subsurface or otherwise concealed physical conditions; or

(ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the services.

If such conditions cause an increase in Day's costs of or time required for performance of any part of the services, Day shall be entitled to an equitable adjustment to the contract price and/or the project schedule and Day and Customer shall agree by change order issued in accordance with Section 2.8 on how to proceed and the extent of any adjustment to the time required for the performances of the services and to the contract price of the differing conditions. If the parties are unable to reach agreement on an appropriate change order then either party may terminate this Contract by delivery of written notice in accordance with Section 5.1.

2.8 **Equitable Adjustment**.

(a) Day shall be entitled to an equitable adjustment to the services, the contract price, the project schedule and/or the guaranty (in each case to the extent individually or in the aggregate, materially affected) upon occurrence of any of the following events:

(i) the services are delayed, suspended or accelerated by any Customer representatives;

(ii) failure by Customer to timely perform and failure to timely cure any shortfall and completion of its obligations hereunder;

(iii) a change in applicable laws, permitting requirements or other governmental approvals occurs after the date of this Contract that materially impacts the nature of the services or the occurrence of an event of force majeure affecting services;

(iv) any change to the service requested or directed by the Customer; or

(v) Day encounters a concealed or unknown condition as described in Section 2.7 that has been shown to alter any of Day's obligations hereunder.

(b) Procedure. If Day contends it is entitled to an equitable adjustment, Day shall submit a proposed change order to Customer showing all costs, including overhead and profit, to the Customer for its review and approval which approval shall not be unreasonably withheld, conditioned or delayed. Customer shall either (i) execute and deliver to Day such change order as provided by Day or (ii) request that certain amendments or modifications be made to the change order. If Customer requests amendments or modifications to the change order, the parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change orders are hereby incorporated by reference into this Contract. If the parties are unable to agree on the terms and conditions of a change order, Day may either (i) perform the services and Customer shall compensate Day for such performance on a time and material basis in accordance with Day's then current prices and procedures or upon some other basis mutually agreeable to the parties if they are unable to come to an agreement; (ii) terminate this Contract by notice to the Customer which termination shall be deemed a termination without cause pursuant to Section 5.1.

2.9 **Damage to Equipment, Casualty or Condemnation of Premises**. Any fire, flood, other casualty or condemnation affecting any portion of the premises shall permit Day to modify any affected baseline applicable to the guaranty to account thereof in accordance with Exhibit E. If any such fire, flood or other casualty or condemnation renders a majority of the premises materially incapable of being occupied so as to allow work to be completed or destroys a substantial part of the areas within which the service is/are to be performed, Day may terminate this Contract effective immediately by delivery of a written notice to Customer which termination shall be deemed termination pursuant to 5.1. The parties shall use commercially reasonably efforts to access any insurance proceeds in the event of a loss to compensate for same. If any significant item or equipment furnished hereunder is irreparably damaged by the recklessness or gross negligence or willful misconduct of the Customer or Customer's representative or if Customer fails to repair or replace said item within a reasonable period of time, Day may terminate this Contract effective immediately which termination shall deemed a termination pursuant to Section 5.1.

ARTICLE 3 -CUSTOMER'S OBLIGATIONS

3.1 **Access to Premises**. Customer shall provide Day with reasonable access to the premises, upon reasonable prior notice to Customer.

3.2 **Representations, Warranties and Covenants of the Customer**. Customer hereby represents, warrants and covenants to Day the following:

(a) Customer has furnished or caused others to furnish and for the term hereof will continue to furnish to Day promptly as information becomes available, accurate and complete data concerning energy usage for and other information pertaining to the premises including, but not limited to the following:

- Utility records for 36 month period preceding the date hereof and throughout the term
- Occupancy and usage information including (if applicable) current representative tenant leases for the 36 month preceding the date hereof and throughout the term
- Written surveys and descriptions of heating, cooling, lighting and other systems in existence and previously completed or energy requirements and any changes thereto
- Descriptions of all energy consuming or saving equipment used on or affecting the premises
- Any energy or environmental audits previously performed relating to all or any part of the premises
- Any services or maintenance agreements regarding any heating, cooling, lighting or other building systems or parts thereof
- Construction drawings (as-builts) in existence as of the date hereof or developed during the term; and
- A description of energy management procedures presently utilized by Customer for the premises and any revisions thereto throughout the term.

(b) All records heretofore requested by Day and the information set forth therein is and all information and other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects except as may be disclosed to Day by Customer in writing;

(c) Customer has not entered into any contracts or agreements with any other persons or entities regarding the provisions of energy management services with regard to any

servicing of any of the energy-related equipment located on the premises which would likely, individually or in the aggregate, affect the guaranty or the baseline in accordance with Exhibit E except as heretofore disclosed to Day in writing by Customer;

(d) During the term of this Contract, Customer will not enter into any agreements with other persons or entities regarding the provisions of energy management services or with regard to any services of any of the energy-related equipment furnished by Day hereunder without prior written consent of Day which consent shall not be unreasonably withheld;

(e) Customer presently intends to continue to use the premises in a manner similar to the present use, except as may have been disclosed to Day by Customer in writing;

(f) No part of the systems controlled by Day will be placed in a permanent "on" operating mode or manually controlled and during the term of this Contract Customer shall permit only Day personnel and other qualified providers to repair, adjust or program equipment, systems and/or controls except in the event of an emergency in which event Customer may remedy the emergency and shall notify Day as soon as possible of the existence of the emergency and the measures taken by Customer;

(g) Customer has disclosed in writing to Day the existence and location of all known or reasonably suspected asbestos and other known hazardous materials currently located on the premises;

(h) Customer will provide Day with copies of any successor or additional contracts from management or servicing of preexisting equipment that may be executed from time-to-time hereafter within 30 days after execution thereof and information or services under Customer's control shall be furnished promptly by Customer;

(i) The execution, delivery and performance by Customer of this Contract does not violate any provisions of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, or Customer's respective charter or bylaws or create a default under any agreement, bond, note or indenture to which Customer is a party or by which Customer is bound or to which any of Customer's property is subject; and Customer has no knowledge of any facts or circumstances that but for the passage of time would materially adversely affect either party's ability to perform their respective obligations hereunder and if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement of the services hereunder;

(j) The Contract has been duly authorized, executed and delivered by Customer and constitutes a valid and legally binding obligation of Customer, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principals of general obligation relating to or affecting the enforcement of creditor's rights and remedies.

(k) If the Customer is a School District or Board of Cooperative Educational Services that the Scope of Services has been developed and approved by the New York State Commissioner of Education.

(l) Customer shall notify Day within seventy-two (72) hours of Customer's receipt of actual or constructive notice of (i) any material malfunction in the operation of the equipment installed or equipment affected by the services provided pursuant to this Contract and/or (ii) any material interruption or alteration of the energy supply at the premises;

(m) Customer acknowledges and agrees that the Performance Period Services will be performed by Day or on behalf of Day by a Day authorized service provider but in the event any such work is to be performed by anyone other than Day, Day shall provide the name and credentials of such authorized provided prior to initiation of the work to be performed;

(n) Customer is the fee owner of the premises and real estate upon which the premises are located.

3.3 **Customer Default**. The following events or conditions shall constitute a default by Customer and Customer shall have the same right to cure material defaults as Day, with the exception of payment defaults subsection (a), (c) or (e) of this Section.

(a) Failure by Customer to pay or cause to be paid amounts due Day more than 45 days after the date of the invoice thereof;

(b) Any material representation or specifically identified warranty furnished by Customer in this Contract is false or misleading in any material respect when made;

(c) Any material default by Customer under any instrument or agreement:

(i) related to the financing or leasing of all or any part of the services or equipment hereunder; and/or

(ii) granting to any person or entity a security interest in and to the equipment to be installed or furnished hereunder without Day's express written consent.

(d) Any failure by Customer to perform or comply with any material provisions of this Contract, including breach of any covenant contained herein provided that such failure

continues for 60 days after written notice to Customer demanding that such failure be cured or, if cure cannot be effective in such 60 days, Customer fails to promptly begin to cure and diligently proceed with completion thereof.

(e) Any failure by Customer to pay as and when due the Performance Period Services price 45 days after the date of the invoice thereof.

ARTICLE 4 - DAY DEFAULT

4.1 Each of the following events shall constitute a default by Day:

(a) Any material representation or warranty furnished by Day in this Contract is false or misleading in any material respect when made;

(b) Any failure by Day to perform or comply with any material provision of this Contract including breach of any covenant contained herein, provided that such failure continues for 60 days after written notice to Day demanding that such failure be cured or, if cure cannot be effective in such 60 days, Day fails to promptly begin to cure or diligently proceed to completion thereof.

Day's liability to Customer under the Guaranty shall be limited to energy savings guaranteed in connection with energy conservation measures that are typically installed by Day (or by Customer in accordance with the specifications and requirements hereof, and/or prepared on behalf of Day for the same, and Day reasonably accepts the work) such savings shall be determined in accordance with the appropriate guaranty exhibit and generally accepted engineering principals. In the event Customer proceeds to complete the services, it shall complete the same on or before the expiration of 120 calendar days after the date of termination of this Contract by Customer or in a reasonable time period, whichever is longer.

ARTICLE 5

TERMINATION

5.1 Customer termination of this Agreement without cause may be effectuated by delivery of at least 20 days' advance written notice declaring termination upon which event:

(a) Day shall cease any work immediately and Customer shall be liable to Day for any services furnished up to the date of termination, together with the costs associated with terminating orders or subcontracts for labor or materials as well as the cost of specifically manufactured items, whether in production or delivered;

(b) Day shall promptly deliver to the Customer upon payment by Customer all work product for which Day received payment or services furnished, including Day delivering to

Customer any drawings, specifications or manufactured or partially manufactured items and Day shall not be entitled to any other fees or costs for such delivery of such work product beyond the amounts paid by Customer pursuant to this section and Day shall have no further obligation to Customer under this Contract, except for removal by Day of any tools, items, substances or facilities belonging to Day.

5.2 **Termination by Day due to Customer Default**. If Customer default has occurred and is continuing for more than seven (7) days after written notice and opportunity to cure, Day may immediately suspend all or a portion of the services at Day's discretion and/or, if the default is material, terminate this Contract by written notice to Customer. In the event Day terminates this Contract for a Customer default, Day shall be entitled to the actual direct damages sustained by Day, including the contract price less costs avoided, demobilization costs, the cost of terminating orders or contracts for labor and materials and the price of any specially manufactured items, whether in production or delivered.

5.3 **Termination by Customer due to Day Default**. If a material Day default has occurred and is continuing for more than seven (7) days after written notice and opportunity to cure, Customer may terminate this Contract by written notice to Day. In the event Customer terminates this Contract for a material Day default, Customer may take possession of the premises together with all materials thereon and move to complete the services itself within a commercially reasonable time and fashion. Customer shall use commercially reasonable efforts to minimize its damages as Customer may determine in its sole reasonable discretion, and if feasible to utilize materials or equipment or any specially manufactured or fabricated equipment delivered by Day to the premises prior to any default which are in the process of being manufactured, fabricated and/or delivered but only pay for such materials being manufactured, fabricated or delivered if the Customer determines, utilizing any such materials or equipment will facilitate the expeditious completion of the services. If after completion by Customer of the work included in the services the unpaid balance of the contract price exceeds the expenses of finishing the services, the excess shall be paid to Day. If the expenses to complete the services exceeds the unpaid balance, Day shall be responsible for the difference to Customer as Customer's sole and exclusive remedy hereunder in connection with the Day default.

ARTICLE 6 - INSURANCE

6.1 **Day's Liability Insurance**. Day shall purchase from and maintain without interruption from the commencement of the services throughout the term a commercial general liability policy, worker's compensation and employment liability policy, commercial automobile liability policy, through a company or companies rate A- or better and such commercial general liability, commercial automobile liability insurance shall be issued at minimum coverage of one million dollars ($1,000,000) per occurrence, and each policy of insurance shall identify the Customer as an additional insured on a non-contributory basis. Further, each of the referenced insurers shall waive any right of subrogation or contribution of any kind against the Customer. Day shall purchase the statutorily required worker's compensation coverage in the amounts required under New York and other applicable law.

6.2 **Title and Risk of Loss**. Title to the materials and equipment comprising the services shall pass to the Customer in the course of construction upon the latter of (i) incorporation of such materials or equipment into the premises; or (ii) payment by customer for services corresponding to such material or equipment. Notwithstanding the foregoing, risk of loss for the services shall pass to Customer in the course of construction upon incorporation into the premises.

6.3 **Customer's Liability and Property Insurance**.

(a) Customer shall maintain commercial general liability insurance of the type and amount Customer deems necessary and appropriate;

(b) Customer shall maintain (until the later of the date of issuance of the certificate of final completion or the date of Customer's final payment) property insurance that shall include coverage for the installation of work in progress at least in an amount equal to the scope of the work completed as the same may be adjusted from time-to-time for the installation work (including the equipment on a replacement cost basis) from an insurer with the same rating as identified in section 6.1. Such property insurance shall include the interest of Customer, Day and its subcontractors as additional insureds as their interest may appear. The property insurance purchased by Customer shall be of an all risk policy form. Customer, for itself and its insurance carrier hereby waives all rights of subrogation against Day and any of its subcontractors, agents, employees and officers with respect to property insurance identified herein.

6.4 **Evidence of Insurance**. Customer and Day shall furnish to each other certificates of insurance in accordance with the provisions herein and a copy of each such policy of insurance prior to commencement or performance of any services, evidencing the coverages and limits required to be

maintained under this Contract. Such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least 30 days after prior written notice has been given to the other party. Neither the procurement nor maintenance of any type of insurance by Customer or by Day shall in any way be construed or deemed to limit, waive or release Customer or Day from any of their obligations and risks of Customer and Day under this Contract.

6.5 **Indemnification and Limitation of Liability**.

6.5.1 **Indemnification**. To the fullest extent permitted by law Day and the Customer mutually agree to indemnify and hold each other and all of their respective officers, directors, affiliates, shareholders and employees harmless from any and all third-party actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to property to the extent arising out of or resulting from the negligence of their respective employees or authorized agents in connection with the premises except to the extent any such injury, death or damage is addressed under the New York State Worker's Compensation Law and/or covered by statutorily required New York State Worker's Compensation Insurance. Neither party shall be required to indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Contract, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination,

6.5.2 **Limitation of Liability**. Notwithstanding any provision to the contrary, neither party shall be liable to the other for any special, incidental, consequential (including without limitation to lost revenue or lost profits) or punitive damages regardless of whether such liability arises from breach of contract, tort or any other theory. In no event shall Day be liable to the Customer for any damage resulting from mold, fungus, bacteria, micro-bio growth or other contaminants or airborne biological agents. Customer further waives all claims and causes of action it may have against Day or any of its subcontractors, agents, employees and officers for loss of use of the Customer's property business interruption whether insured or not, including consequential, incidental, special or other damages due to hazardous materials, regardless of cause, except to the extent resulting from Day's negligent conduct or willful conduct.

ARTICLE 7 - WARRANTY

7.1 **Workmanship and Equipment Warranty**. Day warrants that for a period of one year from the date of substantial completion (the "Warranty Period") that Day manufactured equipment installed hereunder and the installation work included within the services (i) shall be free from defects in materials, manufacture and workmanship; and (ii) shall have the capacities and ratings set forth in Day's catalogs and bulletins. The parts that are not manufactured by Day are not warranted by Day and have such warranties that may be extended by their respective manufacturer.

7.2 **Warranty Remedy**. If Customer files a claim with respect to a defect in Day manufactured equipment or the installation work within the Warranty Period, Day will correct the defect or furnish replacement equipment at Day's option. Day's sole liability and Customer's sole remedy with respect to any warranty claim shall be limited to Day's option to Day's cost to correct the defective equipment or work and/or replace equipment known to be defective. Day's warranties expressly exclude any remedy for damages or defect caused by corrosion, erosion or deterioration, abuse, modifications, or repairs not performed by Day or improper operation. The foregoing does not apply to Performance Period Services and the warranties for Performances Period Services are separately stated in Exhibit F of this Contract. Any work performed by Day pursuant to this provision shall restart the Warranty Period for the repaired piece of equipment or installation work only.

7.3 The warranty and liability remedies set forth in this section are exclusive and in lieu of all other warranties, liabilities or remedies whether in contract or negligence, express or implied in law or in fact. In no event shall Day be liable for any special, incidental, consequential (including without limitation) lost profits or punitive damages related to warranty issues. There is no representation or warranty of merchantability or fitness of purpose.

7.4 Day shall provide all manufacturer warranties to Customer.

ARTICLE 8 - HAZARDOUS MATERIALS

8.1 **Definitions**. For purposes of this section, "Hazardous Material" means:

A. any substance that is listed, defined, designated or classified under any State, Federal or Local law relating to the protection of the environment or human health as a:

(i) hazardous material constituent or waste,

(ii) toxic material, substance, constituent or waste,

(iii) radioactive material, substance constituent or waste,

(iv) dangerous material, substance, constituent or waste,

(v) pollutant,

(vi) contaminant, or

(vii) special waste, or

B. Petroleum, petroleum products, radioactive materials, polychlorinated biphenyl, pesticides, asbestos or asbestos containing materials.

8.2 **Day's Obligations**. Day's obligations under this Contract do not include, directly or indirectly the detection, testing, handling, storage, removal or treatment, transportation, disposal, monitoring, abatement, or a mediation of any contamination by hazardous materials, including but not limited to contamination of soil or groundwater of any location or facility at which work under this Contract is performed. The foregoing sentence includes, without limitation, asbestos, PCBs, refrigerants, mercury ball thermostats, mercury in lighting, used oil, ionization smoke detectors and ballasts.

8.3 **Customer's Warranty**. Customer warrants that, prior to execution of this Agreement, it notified Day in writing of any and all hazardous materials, to the best of its knowledge, following due inquiry, known to be present, potentially present or likely to become present at the project site and provided Day with a copy of the project site safety policies and information.

ARTICLE 9 - GENERAL PROVISIONS

9.1 **Assignment**. Customer may not assign, transfer or convey this Contract or any part hereof or its right, title or interest herein without the written consent of Day which consent shall not be unreasonably withheld or delayed. Pursuant to the foregoing, this Contract shall be binding and inure to the benefit of the parties respective successors and assigns.

9.2 **Applicable Law and Jurisdiction.** This Contract is made and shall be interpreted and enforced in accordance with the laws of the State of New York.

9.3 **Complete Agreement**. This Agreement and the exhibits attached hereto, together with any documents expressly incorporated herein by referenced shall constitute the entire agreement between the parties regarding the subject matter hereof. There are no other agreements, understanding or covenants between the parties of any kind, express or implied, oral or otherwise pertaining to the services. Any proposals furnished by Day prior to the execution of this Agreement were for negotiation purposes only and shall not constitute legally binding commitments. This agreement may not be amended, modified or supplemented except by a writing signed by authorized representatives of the parties hereto. The energy audit authored by Day and/or its consultants, including any summaries, excerpts and abstracts thereof (collectively the "Energy Audit") are used to demonstrate operational and consumption data and calculations and projections regarding savings but do not

reflect the savings guaranteed by Day; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Agreement and its exhibits the provisions of this Agreement and its exhibits shall control and govern.

9.4 **Additional Documents**. The parties shall timely execute and deliver all documents and perform all other acts that may be reasonably necessary to effectuate the provisions of this Agreement.

9.5 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof except as long as the economic or legal substance of the transaction contemplated herein is no affected in a manner adverse to any party hereto. Upon any determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in any acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

9.9 **Signature in Counterparts**. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute one and same agreement. A facsimile copy hereof shall suffice as an original.

9.10 **Executory Notice of Contract**. Because Customer is a New York State agency, municipality (including a school district) or public authority this Contract shall be deemed executory only to the extent that monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred beyond the amount of such monies. Furthermore, this Agreement shall not become executory until approval of the New York State Commissioner of Education is obtained. It is understood that neither this Contract nor any representations by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.

9.11 **Contractor Certification**: Because Customer is a New York school district or BOCES Day certifies:

(i) that it has guaranteed recovery of contract costs from energy savings realized by the school district during the term of the energy performance contract, which shall not exceed 18 years, or the useful life of the equipment being installed, whichever is less;

(ii) that measurement and verification techniques for determining cost savings will be performed in accordance with the North American Energy Measurement and Verification Protocol,

March 1996 (U.S. Department of Energy, Washington, DC 20585: available at the Office of Facilities Planning, Room 1060, State Education Building Annex, Albany, NY 12234);

(iii) that any State building aid attributable to such project has been excluded in determining the cost savings and payback period under the energy performance contract.

9.12 Customer Certification - Customer certifies that in lieu of competitive bidding, this Agreement was procured pursuant to a request for proposal (RFP) process in accordance with the Customer's procurement policies and procedures adopted pursuant to applicable provisions of General Municipal Law section 104-b.

9.13 Performance and Payment Bonds: In the event that applicable law or the Customer requires that Day Automation Systems, Inc is obligated to furnish a Performance Bond and Payment Bond, the requirements are hereby clarified as follows: "The Performance and Payment Bonds furnished by Day shall apply solely to the construction services identified in Article 1 of Exhibit B to the Contract Documents (the "scope of services") and for a period of 12 months from the acceptance and final payment of the construction work. The Performance and Payment Bonds shall not be applicable to any services (including guarantees) related to the Work Implementation Period, the Measurement and Verification Program and the Maintenance Service and Technical Support specified in Exhibit E (Guaranty), and Exhibit F (Performance Period Services), or any other performance guarantee, efficiency guarantee, or energy savings guarantees. The Amount of all Bonds shall be One Hundred Percent (100%) of the sum for Day's construction work specified in Exhibit A, Table A.1.".

10.1 Day acknowledges that Customer is a Public School District duly established under the laws of the State of New York.

10.2 Day shall schedule all work so that it does not disrupt the school's provision of education on campus during the regular school year.

10.3 Day shall provide performance and payment bonds equal to 100% of the cost of the work using unmodified AiA A311s issued from Sureties legally authorized to issue such bonds in the State of New York.

10.4 Because Customer is a public school district, in no case can the cost of the construction to the Customer, including any changes, exceed the amount approved by the voters. Where no voter approval was sought for the Agreement the cost of the construction to the Public School District, including any changes, may not exceed the total cost of projected savings as guaranteed by Day at the time the Agreement is ratified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DAY AUTOMATION SYSTEMS, INC.	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
By:_____	By:_____
Name: Steve Heaslip	Name: Michael Gill
Title: Energy Services Manager	Title: Superintendent of Schools

1.1 **Project Price:** The project total cost to the Customer to provide the Work as described in Exhibit B, Scope of Services consists of cost shown. Customer shall pay Nine Hundred Thousand and Eighty Nine Dollars ($ 900,089)to Day Automation as listed in Table A.1.1 - ECM Work Payment Schedule.

1.2. **Project Financing:** The Customer intends to fund this project through a lease purchase agreement and agrees to deposit the contract amount into an escrow account at a financial institution satisfactory to both the Customer and Day. The Customer will receive all interest earnings from the Escrow Account. All expenses to establish the Escrow Account shall be the responsibility of the Customer. Day will provide progress billing invoices to the Customer based on construction progress and as detailed in Table A.1.1 Payment Schedule below. The Customer shall be responsible for submitting the necessary documents to the Escrow Agent to allow for timely disbursements from the Escrow Account. The funding of the Escrow Account in an amount equal to or greater than the Price stated in Article 1.1 above shall be a condition precedent to Day's obligation to perform or to continue the performance of the Work. If the Escrow Account is not funded within 90 days of approval of the NYS Education Department, this Agreement shall be null and void. This 90 day funding period may be extended as mutually agreed in writing by the Parties. In the event that the Agreement becomes null and void as described in this paragraph and Customer has previously authorized Day to proceed with the Work, the Customer shall be obligated to reimburse Day either: (i) for the Work performed to date; or (ii) for the Work specifically authorized by the Customer

Interest Rate Determination: Based on current interest rates we estimate the interest rate to be approximately 3% amortized over a 15 year period. The lease purchase agreement that will be used as the debt instrument to finance this project will be competitively bid via sealed bids and will be awarded to the lowest qualified prevailing bidder. Such bidding and award cannot take place until the district receives project approval from the NYS Education Department. The District retains the sole discretion whether to accept or reject any bids or other proposals for financing the Agreement. This Agreement is contingent upon the District finding financing acceptable to it.

Table A.1.1 – ECM Work Payment Schedule

Project Phase	Payments ($)	Payments (%)	Schedule
Design - Mobilization-Audit	$90,000	10%	Upon close of financing
Construction	Progress Billing	Progress Billing	Net 30 Days from invoice
PROJECT TOTAL:	**$900,089**	**100%**	

Table A.2 – Measurement and Verification Payment Schedule

Date	Annual Payments ($)
Annual Period 1	$0
Annual Period 2	$0
Annual Period 3	$0
Annual Period 4-18	Services available

Table A.3 – Maintenance Services Payment Schedule

Date	Annual Payments ($)
Annual Period 1	$0
Annual Period 2	$0
Annual Period 3	$0
Annual Period 4-18	Services available

1.3. Measurement & Verification and Maintenance Services are included in this agreement as detailed in Exhibit F for 18 years or until the guaranteed savings are achieved.

1.4. Incentive programs available for this project shall be identified and pursued on behalf of the District. Day Automation will provide completed applications to the District for review and signatures where required and provide an accounting of these incentives for review by the District.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DAY AUTOMATION SYSTEMS, INC.	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
By:_____	By:_____
Name: Steve Heaslip	Name: Michael Gill
Title: Energy Services Manager	Title: Superintendent of Schools

Article 1: Scope of Work

1.1. Specific Elements: The Work shall include the following:

1.1.1 ECM Descriptions

ECM 1.01 - LED Lighting Upgrade

Scope of Work

Lighting will be addressed in the following buildings:

- Edison HS
- Cohen ES/MS

The following lighting improvements will be made:

- Bulb/driver replacement will be installed according to the lighting tables included in the SED project drawings and specifications.
- All outdoor fixtures not already upgraded to LED will be upgraded.
- Screw-in and plug in incandescent and Compact Fluorescent bulbs CFLs will also be replaced with LED equivalent replacement bulbs.
- Existing lighting room occupancy sensors and switching to remain as currently installed as it meets the code requirements as configured.
- Day Automation will install mockup rooms, maximum one per building, in the district to demonstrate the proposed installation and verify that the installation will meet current needs.
- See project drawings for lighting tables and details.
- Installation will coordinate with the capital project(s) to ensure that lighting work will not interfere with capital work and will be scheduled with other improvements.

ECM 2.01 - Day Automation Controls (Including; 2.012 Actuator Replacement)

Scope of Work

The following work (summary) will be performed:

- District Office VAV reheat valves
  - 11 valve operators will be replaced with new DDC operators
  - Existing valve bodies to remain in place
- Individual energy savings measures as follows:

ECM 2.02 - Demand Controlled Ventilation (DCV)

Scope of work:
The air handling units listed below will be controlled with a demand-controlled ventilation sequence:

All ventilation values based on NYCMC 2020 Table 403.3.1.1

Building	AHU #	Service Area	Area of Space	Total CFM	Existing Average OA CFM	Vbz (Design OA Airflow) = (Rp * Pz) + (Ra * Az)	Number of
			(SQFT)	(CFM)	(CFM)	(CFM)	CO2 sensors
Edison HS	RTU-Aud	Auditorium/236	9,490	16,000	6,960	9,451	4
Edison HS	RTU-Egym	gym/234	3,823	8,500	3,000	3,404	2
Edison HS	RTU-Wgym	gym/234	3,823	8,500	3,000	3,404	2
Edison HS	UV-161A thru 161E	Cafeteria	3,058	6,250	3,000	3,555	4
Cohen ES/MS	HV-24	small gym/113	1,925	3,000	750	1,345	2
Cohen ES/MS	HV-25	small gym/113	1,925	3,000	750	1,345	2
Cohen ES/MS	AHU-137	cafeteria/faculty dining	5,489	7,000	1,500	6,381	5
Cohen ES/MS	AHU-125	auditorium	8,749	10,000	2,250	8,768	4
Cohen ES/MS	AHU-1	main gym	6,445	7,500	2,000	4,600	4

Day Automation will perform the following for the installation of demand-controlled ventilation:

- Install Day Automation equipment controllers as necessary for HVAC units.
- Install CO2 Sensors in the spaces listed in the Demand Controlled Ventilation Table.
    - Locations will be marked on EPC drawings, in general they will be located near the existing thermostats.
    - Multiple CO2 sensors will be placed to ensure complete coverage of the breathing zone for the space(s)

    - Multiple sensors in spaces will be sequenced such that the average CO2 level is used to control the OA damper position.
- Programming in the control system to enable demand-controlled ventilation.
    - Sequences shall be as follows:
        - During morning warm-up or cool-down modes, the outside air damper shall be fully closed. The dampers shall only modulate prior to occupancy to satisfy the 30-minute (adj.) pre-occupancy purge cycle.
        - Whenever the space temperature is greater than set point and outside air can be utilized, the unit shall be on economizer to utilize free cooling subject to a mixed air low limit of 50°F.
        - In the occupied mode the mixing dampers shall modulate in sequence to maintain the greater of the minimum outside air flow and outside air required for cooling. Minimum outside air flow shall be increased from 100ppm above the outside air CO2 level, to full open as the average space CO2 increases to 530ppm above the outside air CO2 level.
        - If the mixed air low limit drops below set point, the outside air dampers shall modulate closed and the fan shall shut down.
        - During unoccupied mode, the unit shall be on 100% return air unless economizer is on and night cooling is required. If economizer is being utilized the mixed air shall be subject to a low limit of 50°F.
        - Heating/cooling valve and fan control shall follow standard Day Automation control sequences
        - Damper position will be monitored, and trends recorded for building personnel review and for measurement and verification purposes.

ECM 2.04 - Optimum Start Sequence

All EcoStruxure controlled ventilation, heating and cooling equipment (excluding the boiler and HHW circulation systems) will be programmed with optimum start sequencing. This sequence will allow the equipment to start in warm up mode with OA dampers closed. The sequence also uses OA temperature and space temperature to start the warmup sequence just in time such that the space is at temperature in time for occupancy. This greatly reduces the time needed for space warmup thus reducing both heating energy and power to operate the blower fans.

Scope of work:

The following controlled areas shall have the start/stop programming modified to enable optimum start, please note the new occupied times for the programming:

Building:	Thomas A. Edison Senior High School			Existing		Proposed	
Fan ID	**Serving**	**Space Occupied Heating Setpoint**	**Space Unoccupied Heating Setpoint**	**Start Time**	**Stop Time**	**Start Time**	**Stop Time**
UV-01,EHS,1	1	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-02,EHS,2	2	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-03,EHS,3	3	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-04,EHS,4	4	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-05,EHS,5	5	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-06,EHS,6	6	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-07,EHS,7	7	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-08,EHS,8	8	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-09,EHS,9	9	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-10,EHS,10	10	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-12,EHS,12	12	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-13,EHS,13	13	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-15,EHS,15	15	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-16,EHS,16	16	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-17,EHS,17	17	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-20,EHS,20	20	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-21,EHS,21	21	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-22,EHS,22	22	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-23,EHS,23	23	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-24,EHS,24	24	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-25,EHS,25	25	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-26,EHS,26	26	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-27,EHS,27	27	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-28,EHS,28	28	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-29,EHS,29	29	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

UV-30,EHS,30	30	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-31,EHS,31	31	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-32,EHS,32	32	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-35,EHS,35	35	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-36A,EHS,36	36	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-36B,EHS,36	36	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-37,EHS,37	37	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-38,EHS,38	38	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-119,EHS,119	119	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-132,EHS,132	132	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-206,EHS,206	206	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-22B,EHS,22B	22B	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

Building:	**Dr. Nathan Cohen Elementary / MS**			**Existing**		**Proposed**	
Fan ID	**Serving**	**Space Occupied Heating Setpoint**	**Space Unoccupied Heating Setpoint**	**Start Time**	**Stop Time**	**Start Time**	**Stop Time**
UV-106,CES,106	106	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-107,CES,107	107	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-114,CES,114	114	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-115,CES,115	115	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-116,CES,116	116	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-120,CES,120	120	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-121,CES,121	121	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-122,CES,122	122	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-123,CES,123	123	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-124B,CES,124	124	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

UV-124A,CES,124	124	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-126,CES,126	126	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-127,CES,127	127	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-128,CES,128	128	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-129,CES,129	129	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-130,CES,130	130	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-131,CES,131	131	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-201S,CES,201	201	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-201N,CES,201	201	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-202,CES,202	202	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-203,CES,203	203	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-204,CES,204	204	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-205,CES,205	205	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-206,CES,206	206	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-207,CES,207	207	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-208,CES,208	208	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-209,CES,209	209	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-210,CES,210	210	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-211,CES,211	211	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-213,CES,213	213	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-214,CES,214	214	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-215,CES,215	215	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-216,CES,216	216	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

UV-217,CES,217	217	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-218,CES,218	218	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-219,CES,219	219	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-220,CES,220	220	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-221,CES,221	221	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-223,CES,223	223	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-1,CES,224	224	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-226,CES,226	226	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-227,CES,227	227	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-228,CES,228	228	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-228B,CES,228	228	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-229,CES,229	229	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-230,CES,230	230	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-231,CES,231	231	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-232,CES,232	232	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-233,CES,233	233	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-235,CES,235	235	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-236,CES,236	236	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-238,CES,238	238	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-239W,CES,239	239	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-302,CES,302	302	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-303,CES,303	303	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-304,CES,304	304	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

UV-305,CES,305	305	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-306,CES,306	306	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-307,CES,307	307	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-308,CES,308	308	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-310,CES,310	310	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-311,CES,311	311	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-312,CES,312	312	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-313,CES,313	313	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-314,CES,314	314	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-315,CES,315	315	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-316,CES,316	316	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-317,CES,317	317	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-318,CES,318	318	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-319,CES,319	319	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-320,CES,320	320	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-321,CES,321	321	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-239E,CES,239	239B	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-1,CES,224	224	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

ECM 2.05/2.06 - Temperature Setback – Occupied/Unoccupied

Day Automation will add controls to maintain tighter temperature control of the classroom spaces resulting in a lower average occupied temperature, 73 degF and an unoccupied temperature of 65 degF.

It is recommended to implement a District temperature control policy to help students and staff understand why the building temperature is controlled as it is.

- Reducing temperatures and maintaining even temperatures aids in energy use reduction.
- Even temperatures throughout the building(s) reduce personnel temperature sensitivity because they are not moving through temperature gradients (within the building).
- Daytime temperature setpoint will be setback to 71 degF.

ECM 2.08 - Exhaust Fan Scheduling

Day Automation will add the uncontrolled exhaust fans to the EcoStruxure system including fan on/off and will add exhaust damper actuators where needed for control. Fans will be scheduled via EcoStuxure system to coincide with other HVAC equipment ventilating schedules to assure coordination of proper building ventilation.
Schedules will be programmed in EcoStruxure to ensure proper operation in line with building occupancy hours of operation.

Building:	Thomas A. Edison Senior High School	Existing			Proposed		
Fan ID	**Serving**	**Start time**	**Stop time**	**Annual run hours**	**Start time**	**Stop time**	**Annual run hours**
EF-176,EHS,176	176	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-127,EHS,127	126127	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-5,EHS,228	228	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-7G,EHS,GIRLS MATH WING	GIRLS TR MATH WING	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-158,EHS,158	158159	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-6B,EHS,BOYS MATH WING	BOYS TR MATH WING	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-178,EHS,178	178	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-129,EHS,129	129	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-208,EHS,208	208209210	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-205,EHS,205	205	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120

Building:	Dr. Nathan Cohen Elementary / MS Playground	Existing			Proposed		
Fan ID	**Serving**	**Start time**	**Stop time**	**Annual run hours**	**Start time**	**Stop time**	**Annual run hours**
EF-6,CES,100	136	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120
EF-5,CES,100	133,137B,137G	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120
EF-7,CES,131	133	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120
EF-3,CES,140A	138A,139A,140A,141A	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120

heating hours only.

ECM 3.03 and 3.032 – Parallel Pumping

Building:	Thomas A. Edison Senior High School		PARALLEL PUMPING CONTROL ONLY						
PUMP ID#	Pump Location	System Served	Rated Flow Rate (GPM)	Rated Pressure WPD (ft-hd)	Horsepower (per pump) (HP)	RPM	VOLTS	PHASE	VFD MIN SPEED %
P-5+6	boiler room	secondary hhw	460.0	81.0	15	1775	208-230/460	3	20.0%

Building:	Dr. Nathan Cohen Elementary / MS Playground		PARALLEL PUMPING CONTROL ONLY						
PUMP ID#	Pump Location	System Served	Rated Flow Rate (GPM)	Rated Pressure WPD (ft-hd)	Horsepower (per pump) (HP)	RPM	VOLTS	PHASE	VFD MIN SPEED %
P-1+2	boiler room	secondary hhw loop	330.0	80.0	10	1760	200	3	20.0%
P-3-4	boiler room	secondary hhw loop	99.2	64.0	5	1755	200	3	20.0%

Day Automation will add controls to the pumps shown in the table above for parallel operation. By operating in parallel the pumps can run at ½ the speed required of one pump and because of the pump laws will use approximately 1/8 the electrical energy.

Scope of work:

- Pump control:
  - The pump pairs will be sequenced to operate in parallel (when possible). This allows the pump pair to deliver the same gpm and ft-hd at a lower combined kW.
  - Pump pairs will operate in parallel to a minimum of 20% (P-6&7) and 30% (P-3&4) speed, if pump speed in parallel is required to drop below this number then the pumps will switch back to single operation.
  - There shall be a 5% speed deadband to switch between parallel and single operation.

Savings calculation methodology:

Savings are based on pump speed reduction, thereby reducing the total pump electric consumption during the shoulder heating months.

Annual kWhr savings = annual existing kWhr during heating season - annual proposed kWhr during heating season = $\Sigma kW_{existing} * hrs_{bin\ temp} - \Sigma kW_{bin\ temp} * hrs_{bin\ temp}$;

$kW_{existing}$=existing pump kW

$hrs_{bin\ temp}$ = hours per temperature bin for the District's heating season

$kW_{bin\ temp}$ = proposed total pump kW

ECM 4.01 – Weatherization

Scope of work summary table:

	Cohen Elementary and Middle School	Cohen Elementary and Middle School	Edison High School	Edison High School
Bldg Envelope Measure Description	**Count**	**sq in. of area to be sealed**	**Count**	**sq in. of area to be sealed**
Replace Weatherstripping-Door Sweep	9	32.1	10	41.9
Insulate Sprayfoam-Ductwork - Wall	2	20.6	0	0.0
Replace Weatherstripping-Astragal-Door Sweep	7	86.6	16	208.1
Caulk White-Spray Foam-Wall-Beam-Ceiling	1	16.3	0	0.0
Caulk Black-Door Interior	20	147.8	24	193.5
Caulk Black-Door Exterior	16	122.3	24	193.5
Insulate Sprayfoam-Penetration Wall	1	12.9	0	0.0
Insulate Sprayfoam-Wall-Ceiling	6	254.7	0	0.0
Insulate Sprayfoam-Wall-Beam-Penetration Metal Pan Roof	2	22.0	0	0.0
Caulk Black-Window-Frame-Wall	0	0.0	67	328.3
Caulk Black-Window-Frame	0	0.0	297	785.6
Remove Recaulk-Black-Door-Frame-Wall-Interior	0	0.0	2	48.8
Caulk Black-Window-Frame-Wall-Perimeter	0	0.0	2	5.4
Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	0	0.0	1	4.7
Insulate Sprayfoam-Window - Frame-Wall	0	0.0	1	0.7
Insulate Sprayfoam-Soffit	0	0.0	7	0.0

Please see line by line table of areas to be sealed in SED project drawings.

1.2 **Codes:** All applicable state and local building codes.

1.3 **Drawings / Specifications:** Design drawings and specifications will be provided for the Energy Conservation Measures shown on project drawings in NYSED projects as listed in Exhibit C.

1.4 **As-built Documents:** As-built documents will be provided for all work included in this agreement to be provided in both hard copy and electronic format of Customer's choosing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DAY AUTOMATION SYSTEMS, INC.	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
By:_____	By:_____
Name: Steve Heaslip	Name: Michael Gill
Title: Energy Services Manager	Title: Superintendent of Schools

Work to Be included

Work will be provided as set forth in the project design and specification documents as approved by NYSED for the Energy Conservation Measures in the buildings listed below in Table C.1

Table C.1 – Included Buildings

Building	SED Number
Edison High School	07-09-02-06-0-001-
Cohen Elementary/MS	07-09-02-06-0-007-

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DAY AUTOMATION SYSTEMS, INC.

By:_____
Name: Steve Heaslip
Title: Energy Services Manager

ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

By:_____
Name: Michael Gill
Title: Superintendent of Schools

SCHEDULE

A. The following milestone dates shall serve as the basis for construction and installation of the scope of work for this project. A master schedule will be developed at a general meeting with the Owner, Architect, and Construction Manager within 10 days of SED approval of the project. This master schedule is based on anticipated NYSED review and approval by July 1, 2022 and will include the milestones listed below:

1. Complete all submittals within (30) days after award.
    a. All long-lead item submittals to be completed immediately.
2. Complete work as follows upon SED approval:
    a. Award subcontracts within two weeks.
    b. Start actual construction in accordance with the master schedule detailed above.
    c. Work required to be coordinated with capital project construction will be performed in accordance with the capital project construction schedule
    d. Project Substantial Completion and Close-out as identified in the master schedule

DAY AUTOMATION SYSTEMS, INC.

By:_____
Name: Steve Heaslip
Title: Energy Services Manager

ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

By:_____
Name: Michael Gill
Title: Superintendent of Schools

The following Articles and Tables are hereby included and made part of this Exhibit E:

Article 1: Summary of Articles and Total Guaranteed Savings

This Exhibit E provides the methodology to be used to determine the Annual Realized Savings and the reconciliation of these calculated Savings with the Guaranteed Annual Savings for each Annual Period of the Performance Guarantee Period. The Scope of Services for the Measurement and Verification Program is provided in Article 1 of Exhibit F.

Table 1.1 – Total Guaranteed Savings (Units)

Annual Period	Electric Energy Savings (kWh)	Electric Demand Savings (kW)	Natural Gas Savings (Therms)
Annual Period 1	273,693	1,169	16,951

1.1 Only Annual Period 1 is shown as the energy/utility unit Savings will remain constant for each Annual Period of the Performance Guarantee Period as the Customer will operate the Facility in accordance with the Contracted Baseline identified in Article 8.

Table 1.2 – Total Guaranteed Savings (Cost)

Annual Period	Energy/ Utility Savings	Operational Savings	Total Savings
Annual Period 1	$31,533	$18,625	$50,158
Annual Period 2	$32,164	$18,625	$50,789
Annual Period 3	$32,807	$18,625	$51,432
Annual Period 4	$33,463	$18,625	$52,088
Annual Period 5	$34,133	$18,625	$52,758
Annual Period 6	$34,815	$18,625	$53,440
Annual Period 7	$35,512	$18,625	$54,137
Annual Period 8	$36,222	$18,625	$54,847
Annual Period 9	$36,946	$18,625	$55,571
Annual Period 10	$37,685	$18,625	$56,310
Annual Period 11	$38,439	$18,625	$57,064
Annual Period 12	$39,208	$18,625	$57,833
Annual Period 13	$39,992	$18,625	$58,617
Annual Period 14	$40,792	$18,625	$59,417
Annual Period 15	$41,608	$18,625	$60,233
Annual Period 16	$42,440	$18,625	$61,065
Annual Period 17	$43,289	$18,625	$61,914
Annual Period 18	$44,154	$18,625	$62,779
TOTALS	**$675,202**	**$335,250**	**$1,010,452**

1.2 Table 1.2 shows the Customer's guaranteed cost Savings for each Annual Period that are extrapolated from the guaranteed energy/utility unit Savings shown in Table 1.1 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the Escalation Rates found in Article 7.

1.3 Day cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the Customer and Day agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units of energy/utility Savings by the Annual Period's energy/utility rate and Escalation Rates and not the Annual Period's actual utility rate.

1.4 The determination of energy/utility Savings will follow current best practice, as defined in the International Performance Measurement and Verification Protocol (IPMVP), or the FEMP Guidelines where required, unless otherwise agreed to by the Parties.

1.5 The Performance Guarantee does not operate to guarantee the Savings per-ECM. Rather, the calculation of Savings is based on aggregate performance of all of the ECMs contained in the Project. The projected value of such aggregate performance is contained in Table 1.2 above representing the Total Guaranteed Savings as monetized.

Article 2: Measurement and Verification Options

2.1 Guarantee Types. There are four guarantee options to measure and verify Savings: Option A – Retrofit-Isolation: Key Parameter Measurement, Option B – Retrofit-Isolation: All Parameter Measurement, Option C – Whole Facility, and Option D – Calibrated Simulation. These options are in accordance with the "International Performance Measurement and Verification Protocol ®" (October 2016) (IPMVP) which supersedes the "North American Energy Measurement and Verification Protocol" (March 1996) (NAEMVP).

a. Option A – Retrofit-Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key parameter(s), which define the energy consumption and demand of the ECMs affected system(s). Parameters not selected for measurement are estimated using historical data and engineer recommendations. Measurements are short-term, periodic, or continuous, and are taken at the component or system level for both the baseline and the retrofit equipment. The calculations for savings will be defined in the Measurement and Verification article of this Exhibit E.

b. Option B – Retrofit-Isolation: All Parameter Measurement. Savings are determined from analysis of baseline and reporting-period energy use or proxies of energy use. Savings are determined by field measurement of the energy consumption and demand and/or related independent or proxy variables of the ECM affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in savings and length of the reporting period.

c. Option C – Whole Facility. This option is based on continuous measurement of energy use (such as utility billing data) at the whole facility or sub-facility level during the baseline and post-retrofit periods. Savings are determined from analysis of baseline and reporting-period energy data. Regression analysis is conducted to correlate energy use with independent variables such as weather and occupancy. This requires a detailed inventory of all equipment included in the meter reading as well as equipment use patterns, and other factors affecting energy use. (NOT USED)

d. Option D – Calibrated Simulation. Savings are determined through a simulation of the energy use of the whole facility or sub-facility. The simulation aims to demonstrate and model actual projected energy performance. (NOT USED)

2.2 Table 2.1 below summarizes the first Annual Period's Guaranteed Savings (See Article 1, Tables 1.1 and 1.2) utilizing the applicable Measurement and Verification Options as applied to the referenced ECMs and valued pursuant to the agreed upon Utility Rate Structure amounts identified in Article 7 hereof.

Table 2.1 – Savings for First Annual Period by Option

Location	Energy Conservation Measure	Energy/Utility Savings $		Operational Savings $	Total Savings $
		Guarantee Options			
		A	Total		
		Retrofit Isolation: Key Parameter Measurement	Energy/ Utility Savings		
1.01	Thomas A. Edison Senior High School	LED Lighting Upgrade	$9,031	$6,369	$15,400
2.011	Thomas A. Edison Senior High School	Valve Replacement	$0	$4,500	$4,500
2.02	Thomas A. Edison Senior High School	Demand Controlled Ventilation	$2,285	$0	$2,285
2.03	Thomas A. Edison Senior High School	Occupancy Based Damper Control	$0	$0	$0
2.04	Thomas A. Edison Senior High School	Optimum Start Sequence	$528	$0	$528
2.05	Thomas A. Edison Senior High School	Temperature Setback-occupied	$0	$0	$0
2.06	Thomas A. Edison Senior High School	Temperature setback-unoccupied	$1,258	$0	$1,258
2.08	Thomas A. Edison Senior High School	Exhaust Fan Scheduling	$132	$0	$132
2.16	Thomas A. Edison Senior High School	Parallel Pump Operation	$282	$0	$282
3.01	Thomas A. Edison Senior High School	Boiler Replacement	$0	$0	$0
4.01	Thomas A. Edison Senior High School	Weatherization; RWI, weatherstripping, exh fan sealing	$2,254	$0	$2,254
1.01	Dr. Nathan Cohen Elementary / MS	LED Lighting Upgrade	$10,867	$7,756	$18,623
2.011	Dr. Nathan Cohen Elementary / MS	Valve Replacement	$0	$0	$0
2.02	Dr. Nathan Cohen Elementary / MS	Demand Controlled Ventilation	$1,654	$0	$1,654
2.03	Dr. Nathan Cohen Elementary / MS	Occupancy Based Damper Control	$0	$0	$0
2.04	Dr. Nathan Cohen Elementary / MS	Optimum Start Sequence	$954	$0	$954
2.05	Dr. Nathan Cohen Elementary / MS	Temperature Setback-occupied	$0	$0	$0
2.06	Dr. Nathan Cohen Elementary / MS	Temperature setback-unoccupied	$906	$0	$906
2.08	Dr. Nathan Cohen Elementary / MS	Exhaust Fan Scheduling	$188	$0	$188
2.16	Dr. Nathan Cohen Elementary / MS	Parallel Pump Operation	$330	$0	$330
3.01	Dr. Nathan Cohen Elementary / MS	Boiler Replacement	$0	$0	$0
4.01	Dr. Nathan Cohen Elementary / MS	Weatherization; RWI, weatherstripping, exh fan sealing	$864	$0	$864
TOTAL			**$31,533**	**$18,625**	**$50,158**

2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by the Parties. The Parties affirm that such amounts are Guaranteed Savings for purposes of calculating Annual Realized Savings and acknowledge that the Guaranteed Savings identified herein have been based on Customer's affirmation. Operational savings shall be measured or monitored during the performance guarantee period per NAEMVP Option A..

Table 2.2 – Operational Savings (Cost)

	Description	Annual Period 1 Cost Savings	# of Annual Periods Savings are Applied	Annual Periods Savings Begin
Edison HS	LED Lighting Upgrade	$6,369	18	1
Edison HS	Valve Replacement	$4,500	18	1
Cohen ES/MS	LED Lighting Upgrade	$7,756	18	1

2.4 DAY AUTOMATION has explained to the Customer and the Customer has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.

2.5 Escalation rate applied to the Annual Operational Savings is 0%.

Article 3: Performance Guarantee Period Responsibilities of the Customer
In addition to the Customer's responsibilities under this Agreement, this Article details the responsibilities of the Customer in connection with the management and administration of the Performance Guarantee.

3.1 The Customer will provide a representative at each Facility to coordinate work and provide required data described below. Further the Customer will designate a primary person with authority to make decisions for the Customer regarding the Work and provide information sufficient to contact this person in the event of an emergency.

3.2 Upon request from Day, The Customer will make arrangements for 24 hour, 7 day a week access to the Work areas and make all reasonable provisions for Day to perform Work as necessary during these hours. Day agrees that it will not perform work outside ordinary school employee hours except in emergencies or as otherwise agreed by the Customer.

3.3 Permit Day to operate and control all building systems as necessary for performance of the Work. Day agrees that it will maintain facilities at conditions as identified in this Exhibit E Table 8.1.2 at all times during regular business hours of school when school is in session.

3.4 The Customer shall promptly notify Day of all known Hazardous materials in the facilities and/or any conditions requiring special care that may affect the Work and provide necessary documentation for such materials or requirements.

3.5 The Customer will notify Day of safety programs or requirements, and other policies , plans, or programs required in the facilities where Work is to be performed.

3.6 The Customer will operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The Customer shall be responsible for furnishing all required servicing and parts necessary for the Equipment to operate as required to and in accordance with the requirements of the Agreement. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the Customer, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, or other communication, capacity and connectivity as required by such Equipment; and (3) heat, light, air

conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment.

3.7 Promptly notify Day of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may materially affect the Equipment or energy usage or any Services.

3.8 The Customer will provide Day with accurate Facility operating information as defined below and in the Contracted Baseline article of this Exhibit E during each Annual Period, within thirty (30) days of any Material Change that may increase or decrease energy usage.

3.9 If applicable, the Customer will provide Day with copies of utility bills within thirty (30) days of receipt by the Customer or provide access to utility vendor information to allow Day to include a utility bill analysis in the Annual Measurement and Verification Report. The utility bill analysis does not take the place of the Measurement and Verification Plan identified in Article 4 of this Exhibit E and is not used to measure the Project's performance. Utility electric, natural gas, and fuel oil accounts provided in Table 3.1.

Table 3.1 – Utility Accounts

Building	Electric Provider	Electric Acct #	Heating Fuel Provider	Heating Fuel Acct #	Additional Utility
Thomas A. Edison Senior High School	NYSEG	N01000000172874	NYSEG	N02000000223602	NYSMEC
Dr. Nathan Cohen Elementary / MS	NYSEG	N01000000265694	NYSEG		NYSMEC
North Beacon Light	NYSEG	N01000059767426	NYSEG		NYSMEC
South Beacon Light	NYSEG	N01000059764191	NYSEG		NYSMEC
Thomas A. Edison Field House	NYSEG	N01000007914039	NYSEG		NYSMEC
Dr. Nathan Cohen Elementary / Middle School	NYSEG	N01000000043679	NYSEG	N02000000062927	NYSMEC

3.10 If required for the Work, Customer will provide data remote access, through Day software package or otherwise, as Day reasonably requests. All charges related to data line installation, and activation services necessary for remote access are the responsibility of Day. The Customer is responsible for continuing communications services expenses .

3.11 If remote data access is unavailable, the Customer will provide Day with required trends from the Building Management System in digital format on a monthly basis. The trends will either be sent electronically via email or transferred to portable memory for use by Day. If the required trends are not supplied to Day within thirty (30) days, Day reserves the right to deem the savings associated with those ECMs requiring trends for savings verification achieved.

Article 4: Performance Guarantee

4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of this Exhibit E, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in Article 5 of this Exhibit E.

4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Table 7.1. Day and the Customer agree that the Baseline data set is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.

4.3 Day and the Customer agree that the Contracted Baseline fully described in herein will represent the new operating and/or equipment profile of the Facility resulting from the ECM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the Customer operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.

4.4 The Customer agrees to notify Day prior to or within thirty (30) days of Customer's knowledge of any Material Change in the Contracted Baseline parameters.

4.5 Within thirty (30) days of notice of a Material Change, Day's discovery of a Material Change and with prompt notice to Customer, Day will negotiate with the Customer an adjustment to the Measurement and Verification and the Performance Guarantee as a result of the Material Change

4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:

(a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.

(b) At the conclusion of each Annual Period, Day will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.

(c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.

(d) A Savings Shortfall shall be paid by Day within sixty (60) days following the Customer's acceptance of the reconciliation and once paid Day shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.

4.6.1 As the mutual goal of the Parties is to maximize Savings, if Day can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the Customer and without future operational expenses, and the Customer declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.

4.7 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the Customer under this Performance Guarantee. Any payments made or to be made to the Customer under the terms of this performance guarantee shall not exceed the payment actually made by the Customer to

Day for the aggregate of: the price as defined in Exhibit A Article 1 and, if applicable, the Customer's cost of financing the work.

4.8 The Customer represents that all existing equipment that is not installed by Day under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, Day will have inspected all such existing equipment and reported any deficiencies to the Customer. To the extent that the deficiencies are not remedied by the Customer prior to the Guarantee Date, the adverse effect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Measurement and Verification Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.

4.9 If the Equipment or the existing equipment is altered or moved by any person (including the Customer) other than Day or a person authorized by Day, the Customer shall immediately notify Day in writing, and Day reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the Customer's expense in order to determine if a Material Change has occurred.

4.10 Day will have no liability or obligation to continue providing Services or any Guaranteed Savings under the Performance Guarantee in the event that the Customer fails to:

(a) Authorize a re-acceptance test or re-commissioning that Day reasonably deems necessary in order to determine if a Material Change has occurred;

(b) Provide access to any Facility where Work is to be performed;

(c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,

(d) Provide Day with accurate Facility operating information as soon as such information becomes reasonably available to the Customer, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.

4.11 Unless expressly contrary to Applicable Law, should the Customer decide to discontinue the Annual Services defined in Exhibit B before the end of the Performance Guarantee Period, the Customer will give Day thirty (30) days prior written notice and will mutually reconcile the remaining contract value and services to be completed in the services agreement for that period.

4.12 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be mediated by a third-party professional engineering firm which is reasonably acceptable to both Day and the Customer. and the Customer will each be responsible for half of the fees of such firm. If mediation fails, the parties may proceed with litigation in a court of competent jurisdiction.

Article 5: Measurement and Verification Plan

The following information is applicable to this Agreement:

Article 5.1 General Overview
Article 5.2 Option A – Retrofit Isolation: Key Parameter Measurement
Article 5.3 Option B – Retrofit Isolation: All Parameter Measurement Not used in this contract

5.1 General Overview –

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each ECM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the "Baseline") against the post-ECM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit E, Article 5. The post-ECM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in this Exhibit E, Article 8.

5.2 **Option A – Retrofit Isolation: Key Parameter Measurement**

ECM 1.01 - LED Lighting Upgrade

Scope of Work

Lighting will be addressed in the following buildings:

- Edison HS
- Cohen ES/MS

The following lighting improvements will be made:

- Bulb/driver replacement will be installed according to the lighting tables included in the Lighting Appendix for this energy audit and on the drawings for the accompanying contract.
- All outdoor fixtures not already upgraded to LED will be upgraded.
- Screw-in and plug in incandescent and Compact Fluorescent bulbs CFLs will also be replaced with LED equivalent replacement bulbs.
- Existing lighting room occupancy sensors and switching to remain as currently installed.
- Day Automation will install mockup rooms, maximum one per building, in the district to demonstrate the proposed installation and verify that new fixtures will meet current needs.
- See project drawings for lighting tables and details.

- Installation will coordinate with the capital project(s) to ensure that lighting work will not interfere with capital work and will be scheduled with other improvements such as ceiling replacements.

Savings calculation methodology:

Savings are based on reduced fixture wattage, added controls to reduce operating hours, and added lighting equipment to improve efficiencies.
Annual lighting kW savings = $\sum$area ($kW_{existing} - kW_{proposed}$)
Annual lighting kWhr savings = $\sum$area ($kW_{existing} - kW_{proposed}$) * run hours + $kW_{proposed}$ * control hr reduction

Thermal penalty MMBtu = Thermal penalty Therms = $\sum$ ($kWhr_{existing\ htg\ months} * X_{fluor} * Y_{fluor} * 3412$ Btu / kWhr– $kWhr_{proposed\ htg\ months} * X_{LED} * Y_{LED} * 3412$Btu/kWhr) * $\%_{SF\ heated}$ * 1therm / 100,000Btu / $\dot{\eta}_{boiler}$

Thermal cooling bonus kWhr = $\sum$ ($kWhr_{existing\ clg\ months} * X_{fluor} * Y_{fluor} * 3412$Btu/kWhr– $kWhr_{proposed\ clg\ months} * X_{LED} * Y_{LED} * 3412$ Btu / kWhr) * $\%_{SF\ cooled}$ * 1 ton-hr / 12,000 Btu / $\dot{\eta}_{cooling}$

Where:

$kW_{existing}$ = $\sum$(existing fixture wattage per building)/1000
$kW_{proposed}$ = $\sum$(proposed fixture wattage per building)/1000
run hours = run hours for the given area
control hr reduction = the hour reduction due to controls specified for the given area
$kWhr_{existing\ htg\ months}$ = kWhr used by old lighting during the heating months
$kWhr_{proposed\ htg\ months}$ = kWhr used by new lighting during the heating months
$kWhr_{existing\ clg\ months}$ = kWhr used by old lighting during the cooling months
$kWhr_{proposedclgg\ months}$ = kWhr used by new lighting during the cooling months
X_{fluor} = constant = 73% of energy into fluorescent lights is re-emitted as heat
Y_{fluor} = constant = 50% of lighting heat energy is recovered into the building
X_{LED} = constant = 58% of energy into LED lights is re-emitted as heat
Y_{LED} = constant = 50% of lighting heat energy is recovered into the building
$\dot{\eta}_{boiler}$ = 89% boiler efficiency
$\dot{\eta}_{cooling}$ = kW/ton cooling equipment efficiency
$\%_{SF\ cooled\ or\ heated}$ = % square footage that is cooled or heated respectively

ECM 2.01 - Day Automation Controls (Including; 2.012 Actuator Replacement)

Scope of Work

The following work (summary) will be performed:

- District Office VAV reheat valves
  - 11 valve operators will be replaced with new DDC operators
  - Existing valve bodies to remain in place
- Individual energy savings measures as follows:

ECM 2.02 - Demand Controlled Ventilation (DCV)

Scope of work:
The air handling units listed below will be controlled with a demand-controlled ventilation sequence:

All ventilation values based on NYCMC 2020 Table 403.3.1.1

Building	AHU #	Service Area	Area of Space	Total CFM	Existing Average OA CFM	Vbz (Design OA Airflow) = (Rp * Pz) + (Ra * Az)	Number of
			(SQFT)	(CFM)	(CFM)	(CFM)	CO2 sensors
Edison HS	RTU-Aud	Auditorium/236	9,490	16,000	6,960	9,451	4
Edison HS	RTU-Egym	gym/234	3,823	8,500	3,000	3,404	2
Edison HS	RTU-Wgym	gym/234	3,823	8,500	3,000	3,404	2
Edison HS	UV-161A thru 161E	Cafeteria	3,058	6,250	3,000	3,555	4
Cohen ES/MS	HV-24	small gym/113	1,925	3,000	750	1,345	2
Cohen ES/MS	HV-25	small gym/113	1,925	3,000	750	1,345	2
Cohen ES/MS	AHU-137	cafeteria/faculty dining	5,489	7,000	1,500	6,381	5
Cohen ES/MS	AHU-125	auditorium	8,749	10,000	2,250	8,768	4
Cohen ES/MS	AHU-1	main gym	6,445	7,500	2,000	4,600	4

Day Automation will perform the following for the installation of demand-controlled ventilation:

- Install Day Automation equipment controllers as necessary for HVAC units.
- Install CO2 Sensors in the spaces listed in the Demand Controlled Ventilation Table.
    - Locations will be marked on EPC drawings, in general they will be located near the existing thermostats.
    - Multiple CO2 sensors will be placed to ensure complete coverage of the breathing zone for the space(s)
    - Multiple sensors in spaces will be sequenced such that the average CO2 level is used to control the OA damper position.
- Programming in the control system to enable demand-controlled ventilation.
    - Sequences shall be as follows:
        - During morning warm-up or cool-down modes, the outside air damper shall be fully closed. The dampers shall only modulate prior to occupancy to satisfy the 30-minute (adj.) pre-occupancy purge cycle.
        - Whenever the space temperature is greater than set point and outside air can be utilized, the unit shall be on economizer to utilize free cooling subject to a mixed air low limit of 50°F.
        - In the occupied mode the mixing dampers shall modulate in sequence to maintain the greater of the minimum outside air flow and outside air required for cooling. Minimum outside air flow shall be increased from 100ppm above the outside air CO2 level, to full open as the average space CO2 increases to 530ppm above the outside air CO2 level.
        - If the mixed air low limit drops below set point, the outside air dampers shall modulate closed and the fan shall shut down.

- During unoccupied mode, the unit shall be on 100% return air unless economizer is on and night cooling is required. If economizer is being utilized the mixed air shall be subject to a low limit of 50°F.
- Heating/cooling valve and fan control shall follow standard Day Automation control sequences
- Damper position will be monitored, and trends recorded for building personnel review and for measurement and verification purposes.

Savings calculation methodology:

Savings are based on the reduced runtime for HVAC equipment and the reduced OA flow rates during warmup mode.

Annual heating Btu savings = (Σ 1.08*$OA_{cfm\ existing}$*(DAT-OAT)*runtime hours -
Σ 1.08* $OA_{cfm\ proposed}$ (DAT-OAT)*runtime hours) / $\dot{\eta}_{boiler}$ where
1.08 = constant to convert CFM*T*hrs to Btu
$OA_{cfm\ existing}$ = existing average OA CFM from table above
$OA_{cfm\ proposed}$ = CO2 based OA CFM from calculation
DAT = unit discharge air temperature from calculation
OAT = bin outside air temperature (heating hours)
runtime hours = scheduled run hours from calculation
$\dot{\eta}_{boiler}$ = boiler efficiency

Annual cooling kWhr savings = Σ 1.08*$OA_{cfm\ existing}$*(DAT-OAT)*runtime hours / 3,412 Btu/kWhr / COP -
Σ 1.08* $OA_{cfm\ proposed}$ (DAT-OAT)*runtime hours / 3,412 Btu/kWhr / COP where
1.08 = constant to convert CFM*T*hrs to Btu
$OA_{cfm\ existing}$ = existing average OA CFM from table above
$OA_{cfm\ proposed}$ = CO2 based OA CFM from calculation
DAT = unit discharge air temperature from calculation
OAT = bin outside air temperature
runtime hours = scheduled run hours from calculation
3,412 Btu/kWhr = constant
COP = coefficient of performance from calculation

ECM 2.04 - Optimum Start Sequence

All EcoStruxure controlled ventilation, heating and cooling equipment (excluding the boiler and HHW circulation systems) will be programmed with optimum start sequencing. This sequence will allow the equipment to start in warm up mode with OA dampers closed. The sequence also uses OA temperature and space temperature to start the warmup sequence just in time such that the space is at temperature in time for occupancy. This greatly reduces the time needed for space warmup thus reducing both heating energy and power to operate the blower fans.

Scope of work:
The following controlled areas shall have the start/stop programming modified to enable optimum start, please note the new occupied times for the programming:

Building:	Thomas A. Edison Senior High School			Existing		Proposed	
Fan ID	**Serving**	**Space Occupied Heating Setpoint**	**Space Unoccupied Heating Setpoint**	**Start Time**	**Stop Time**	**Start Time**	**Stop Time**
UV-01,EHS,1	1	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-02,EHS,2	2	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-03,EHS,3	3	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-04,EHS,4	4	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-05,EHS,5	5	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-06,EHS,6	6	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-07,EHS,7	7	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-08,EHS,8	8	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-09,EHS,9	9	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-10,EHS,10	10	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-12,EHS,12	12	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-13,EHS,13	13	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-15,EHS,15	15	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-16,EHS,16	16	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-17,EHS,17	17	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-20,EHS,20	20	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-21,EHS,21	21	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-22,EHS,22	22	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-23,EHS,23	23	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-24,EHS,24	24	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-25,EHS,25	25	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-26,EHS,26	26	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-27,EHS,27	27	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-28,EHS,28	28	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-29,EHS,29	29	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-30,EHS,30	30	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-31,EHS,31	31	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-32,EHS,32	32	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-35,EHS,35	35	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-36A,EHS,36	36	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

UV-36B,EHS,36	36	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-37,EHS,37	37	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-38,EHS,38	38	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-119,EHS,119	119	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-132,EHS,132	132	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-206,EHS,206	206	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-22B,EHS,22B	22B	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

Building:	**Dr. Nathan Cohen Elementary / MS**			**Existing**		**Proposed**	
Fan ID	**Serving**	**Space Occupied Heating Setpoint**	**Space Unoccupied Heating Setpoint**	**Start Time**	**Stop Time**	**Start Time**	**Stop Time**
UV-106,CES,106	106	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-107,CES,107	107	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-114,CES,114	114	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-115,CES,115	115	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-116,CES,116	116	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-120,CES,120	120	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-121,CES,121	121	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-122,CES,122	122	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-123,CES,123	123	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-124B,CES,124	124	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-124A,CES,124	124	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-126,CES,126	126	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-127,CES,127	127	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-128,CES,128	128	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-129,CES,129	129	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-130,CES,130	130	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-131,CES,131	131	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-201S,CES,201	201	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-201N,CES,201	201	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-202,CES,202	202	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-203,CES,203	203	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-204,CES,204	204	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-205,CES,205	205	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-206,CES,206	206	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-207,CES,207	207	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-208,CES,208	208	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-209,CES,209	209	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-210,CES,210	210	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-211,CES,211	211	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-213,CES,213	213	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-214,CES,214	214	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-215,CES,215	215	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

UV-216,CES,216	216	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-217,CES,217	217	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-218,CES,218	218	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-219,CES,219	219	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-220,CES,220	220	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-221,CES,221	221	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-223,CES,223	223	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-1,CES,224	224	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-226,CES,226	226	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-227,CES,227	227	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-228,CES,228	228	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-228B,CES,228	228	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-229,CES,229	229	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-230,CES,230	230	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-231,CES,231	231	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-232,CES,232	232	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-233,CES,233	233	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-235,CES,235	235	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-236,CES,236	236	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-238,CES,238	238	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-239W,CES,239	239	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-302,CES,302	302	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-303,CES,303	303	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-304,CES,304	304	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-305,CES,305	305	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-306,CES,306	306	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-307,CES,307	307	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-308,CES,308	308	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-310,CES,310	310	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-311,CES,311	311	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-312,CES,312	312	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-313,CES,313	313	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-314,CES,314	314	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-315,CES,315	315	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-316,CES,316	316	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-317,CES,317	317	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-318,CES,318	318	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-319,CES,319	319	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-320,CES,320	320	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-321,CES,321	321	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-239E,CES,239	239B	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM
UV-1,CES,224	224	71.0	60.0	6:00 AM	4:00 PM	6:00 AM	4:00 PM

Savings calculation methodology:

Savings are based on.

Annual Btu savings = Σ 1.08*OA_{cfm}*(space setpoint-space setback temp)*(w/u hours)-
Σ 1.08*OA_{cfm}*OA damper leak-by*(space setpoint-space setback temp)*(new w/u hours) where:
OA_{cfm} = outside air CFM for units from calculation
space setpoint = 71degF from calculation
space setback temp = 60degF from calculation
w/u hours = existing runtime before scheduled occupancy
OA damper leak-by = 5% from calculation
new w/u hours = proposed runtime before scheduled occupancy

Annual motor kWhr savings = motor kW * reduction in run hours (from shorter w/u periods)
motor kW = existing motor load from calculation
reduction in run hours = existing runtime before scheduled occupancy - proposed runtime before scheduled occupancy

ECM 2.05/2.06 - Temperature Setback – Occupied/Unoccupied

Day Automation controls will be installed and will maintain tighter temperature control of these classroom spaces resulting in a lower average occupied temperature, 73 degF and an unoccupied temperature of 65 degF.

It is recommended to implement a District temperature control policy to help students and staff understand why the building temperature is controlled as it is.

- Reducing temperatures and maintaining even temperatures aids in energy use reduction.
- Even temperatures throughout the building(s) reduce personnel temperature sensitivity because they are not moving through temperature gradients (within the building).
- Daytime temperature setpoint will be setback to 71 degF.

Savings calculation methodology:

Savings are based on the decrease of heating required to maintain a lower room temperature during the heating season. Savings are also based on the decrease of cooling required during the cooling season.
Annual Btu savings = annual existing Btu during occupied time - annual proposed Btu occupied time = $\Sigma U*A*\Delta T_{existing}$- $\Sigma U*A*\Delta T_{proposed}$ where;

U=overall heat transfer coefficient
A=area of roof, walls and windows
ΔT=space setpoint temperature-outside air temperature

Bin hours selected represent occupied heating hours only.

ECM 2.08 - Exhaust Fan Scheduling

Day Automation will add the uncontrolled exhaust fans to the EcoStruxure system including fan on/off and will add exhaust damper actuators where needed for control. Fans will be scheduled via EcoStuxure system to coincide with other HVAC equipment ventilating schedules to assure coordination of proper building ventilation.
Schedules will be programmed in EcoStruxure to ensure proper operation in line with building occupancy hours of operation.

Building:	Thomas A. Edison Senior High School	Existing			Proposed		
Fan ID	**Serving**	**Start time**	**Stop time**	**Annual run hours**	**Start time**	**Stop time**	**Annual run hours**
EF-176,EHS,176	176	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-127,EHS,127	126127	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-5,EHS,228	228	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-7G,EHS,GIRLS MATH WING	GIRLS TR MATH WING	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-158,EHS,158	158159	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-6B,EHS,BOYS MATH WING	BOYS TR MATH WING	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-178,EHS,178	178	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-129,EHS,129	129	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-208,EHS,208	208209210	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120
EF-205,EHS,205	205	5:00 AM	6:00 PM	4,732	5:00 AM	6:00 PM	3,120

Building:	Dr. Nathan Cohen Elementary / MS	Existing			Proposed		
Fan ID	**Serving**	**Start time**	**Stop time**	**Annual run hours**	**Start time**	**Stop time**	**Annual run hours**
EF-6,CES,100	136	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120
EF-5,CES,100	133,137B,137G	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120
EF-7,CES,131	133	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120
EF-3,CES,140A	138A,139A,140A,141A	5:00 AM	6:00 PM	3,380	5:00 AM	6:00 PM	3,120

Savings calculation methodology:

Savings are based on both the electric consumption savings due to the reduction of operation hours and the thermal energy savings due to the reduction of exhausted conditioned air.
Annual Btu savings = annual existing Btu during occupied time - annual proposed Btu occupied time = $\Sigma 1.08*EF_{cfm}*\Delta T_{bin\ hrs\ exist}$ - $\Sigma 1.08*EF_{cfm}*\Delta T_{bin\ hrs\ proposed}$ where;

EF_{cfm} = exhaust fan cfm
1.08 = conversion factor
$\Delta T_{bin\ hrs\ exist}$ = temperature setpoint inside building – outside air bin temperatures for existing hours
$\Delta T_{bin\ hrs\ proposed}$ = temperature setpoint inside building – outside air bin temperatures for proposed hours

Annual exhaust fan kWhr savings = annual existing kWhr - annual proposed kWhr = $kW_{existing}$* (run $hours_{existing}$ - run $hours_{proposed}$) where

$kW_{existing}$=existing exhaust fan kW
run $hours_{existing}$ = existing annual hours as listed in Table ECM 2.08
run $hours_{proposed}$ = existing annual hours as listed in Table ECM 2.08
Bin hours selected represent occupied heating hours only.

ECM 3.03 and 3.032 – Parallel Pumping

Building:	Thomas A. Edison Senior High School		PARALLEL PUMPING CONTROL ONLY						
PUMP ID#	Pump Location	System Served	Rated Flow Rate (GPM)	Rated Pressure WPD (ft-hd)	Horsepower (per pump) (HP)	RPM	VOLTS	PHASE	VFD MIN SPEED %
P-5+6	boiler room	secondary hhw	460.0	81.0	15	1775	208-230/460	3	20.0%

Building:	Dr. Nathan Cohen Elementary / MS		PARALLEL PUMPING CONTROL ONLY						
PUMP ID#	Pump Location	System Served	Rated Flow Rate (GPM)	Rated Pressure WPD (ft-hd)	Horsepower (per pump) (HP)	RPM	VOLTS	PHASE	VFD MIN SPEED %
P-1+2	boiler room	secondary hhw loop	330.0	80.0	10	1760	200	3	20.0%
P-3-4	boiler room	secondary hhw loop	99.2	64.0	5	1755	200	3	20.0%

Day Automation will control the pumps shown in the table above for parallel operation. By operating in parallel the pumps can run at ½ the speed required of one pump and because of the pump laws will use approximately 1/8 the electrical energy.

Scope of work:

- Pump control:
  - The pump pairs will be sequenced to operate in parallel (when possible). This allows the pump pair to deliver the same gpm and ft-hd at a lower combined kW.
  - Pump pairs will operate in parallel to a minimum of 20% (P-6&7) and 30% (P-3&4) speed, if pump speed in parallel is required to drop below this number then the pumps will switch back to single operation.
  - There shall be a 5% speed deadband to switch between parallel and single operation.

Savings calculation methodology:

Savings are based on pump speed reduction, thereby reducing the total pump electric consumption during the shoulder heating months.

Annual kWhr savings = annual existing kWhr during heating season - annual proposed kWhr during heating season = $\Sigma kW_{existing} * hrs_{bin\ temp} - \Sigma kW_{bin\ temp} * hrs_{bin\ temp}$;

$kW_{existing}$=existing pump kW

$hrs_{bin\ temp}$ = hours per temperature bin for the District's heating season

$kW_{bin\ temp}$ = proposed total pump kW

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Scope of work summary table:

	Cohen Elementary and Middle School	Cohen Elementary and Middle School	Edison High School	Edison High School
Bldg Envelope Measure Description	**Count**	**sq in. of area to be sealed**	**Count**	**sq in. of area to be sealed**
Replace Weatherstripping-Door Sweep	9	32.1	10	41.9
Insulate Sprayfoam-Ductwork - Wall	2	20.6	0	0.0
Replace Weatherstripping-Astragal-Door Sweep	7	86.6	16	208.1
Caulk White-Spray Foam-Wall-Beam-Ceiling	1	16.3	0	0.0
Caulk Black-Door Interior	20	147.8	24	193.5
Caulk Black-Door Exterior	16	122.3	24	193.5
Insulate Sprayfoam-Penetration Wall	1	12.9	0	0.0
Insulate Sprayfoam-Wall-Ceiling	6	254.7	0	0.0
Insulate Sprayfoam-Wall-Beam-Penetration Metal Pan Roof	2	22.0	0	0.0
Caulk Black-Window-Frame-Wall	0	0.0	67	328.3
Caulk Black-Window-Frame	0	0.0	297	785.6
Remove Recaulk-Black-Door-Frame-Wall-Interior	0	0.0	2	48.8
Caulk Black-Window-Frame-Wall-Perimeter	0	0.0	2	5.4
Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	0	0.0	1	4.7
Insulate Sprayfoam-Window - Frame-Wall	0	0.0	1	0.7
Insulate Sprayfoam-Soffit	0	0.0	7	0.0

Please see line by line table of areas to be sealed in project drawings

Savings calculation methodology:
Savings are based on the reduced outside air infiltration.
Annual Btu savings = annual existing Btu heatloss through crack area during all heating hours - annual existing Btu heatloss through crack area for exhaust fans during occupied heating hours =
$\Sigma 1.08*cfm_{existing}*\Delta T_{existing}$*all heating hrs - $\Sigma 1.08*cfm_{existing\ exh\ fan}*\Delta T_{existing}$*occ heating hrs where;
cfm=ft^3/min for airflow through crack area
ΔT=space setpoint temperature-outside air temperature
Bin hours selected represent all heating hours

5.3 **Option B – Retrofit Isolation: All Parameter Measurement – This is not used**

5.4 **Option C – Whole Building or Main Meter Comparison – This is not used**

Article 6: Baseline Data

6.1 The year(s) selected as the Baseline Period starts on July xxx and ends on June xxx. Table 6.1 outlines the utility consumption that occurred during this Baseline Period. This Baseline Period's Facility utility consumption will be used as the reference for comparing the Facility's utility consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

Table 6.1 – Baseline Utility Consumption

		Electric Power		Demand		Natural Gas		
Building	**Building Size**	**Annual Electric Usage**	**Electric Cost**	**Annual Demand**	**Demand Cost**	**Annual Gas Usage**	**Therms Cost**	**Total Cost**
	(sqft)	**(kWh)**	**($)**	**(kW)**	**($)**	**(therms)**	**($)**	**($)**
Thomas A. Edison Senior High School	103,105	564,160	$23,092	2,371	$18,756	34,087	$18,843	$60,691
Dr. Nathan Cohen Elementary / MS	186,195	644,640	$32,904	2,646	$23,368	43,175	$22,756	$79,027
North Beacon Light	1	600	$273	0	$0			$273
South Beacon Light	1	744	$285	0	$0			$285
Thomas A. Edison Field House	1,520	3,516	$563	57	$451			$1,014
Dr. Nathan Cohen Elementary / Middle School	1	492	$398	46	$362		$18,843	$19,602
Dr. Nathan Cohen Elementary / Middle School	1	492	$398	46	$362			$760
Totals	**290,824**	**1,214,644**	**$57,914**	**5,166**	**$43,298**	**77,261**	**$60,441**	**$161,653**

6.2 The operating practices during the Baseline Period determine the utility consumption shown in Table 6.1. This data indicates the operating characteristics that were in effect during the Baseline Period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 8 of this Exhibit E. Tables 6.2.1 and 6.2.2 outline the building Baseline operating hours and Baseline operating temperatures, respectively. The list below the tables outlines the Baseline operating parameters for specific equipment.

Table 6.2.1 – Baseline Operating Hours

Edison High School

Day of Week	Occupied Run Hours	Unoccupied Run Hours	Occupied Start Times	Occupied Stop Time
Monday	9	15	7:00 AM	4:00 PM
Tuesday	9	15	7:00 AM	4:00 PM
Wednesday	9	15	7:00 AM	4:00 PM
Thursday	9	15	7:00 AM	4:00 PM
Friday	9	15	7:00 AM	4:00 PM
Saturday	0	0	N/A	N/A
Sunday	0	0	N/A	N/A
Holiday	0	0	N/A	N/A

Cohen ES/MS

Day of Week	Occupied Run Hours	Unoccupied Run Hours	Occupied Start Times	Occupied Stop Time
Monday	9	15	7:00 AM	4:00 PM
Tuesday	9	15	7:00 AM	4:00 PM
Wednesday	9	15	7:00 AM	4:00 PM
Thursday	9	15	7:00 AM	4:00 PM
Friday	9	15	7:00 AM	4:00 PM
Saturday	0	0	N/A	N/A
Sunday	0	0	N/A	N/A
Holiday	0	0	N/A	N/A

Table 6.2.2 – Baseline Operating Temperatures

Day of Week	Occupied Heating Temperatures	Unoccupied Heating Temperatures	Occupied Cooling Temperatures	Unoccupied Cooling Temperatures
Monday	71	65	73	78
Tuesday	71	65	73	78
Wednesday	71	65	73	78
Thursday	71	65	73	78
Friday	71	65	73	78
Saturday	N/A	65	N/A	N/A
Sunday	N/A	65	N/A	N/A
Holiday	N/A	65	N/A	N/A

General Equipment Baseline Operating Parameters (unless specified otherwise in the Scope of Work and Services, Exhibit B, Article 1 or Exhibit E, Article 4). All hours are Monday through Friday.

- Current lighting operating hours for individual areas are indicated in the project drawings
- Current operating times and daily run time during weekdays for specific HVAC units are listed in Table 6.2.3

Table 6.2.3 – Baseline Operating Hours for Specific HVAC Units

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Edison HS	UV-01,EHS,1	1	6.0	16.0	10.0
Edison HS	UV-02,EHS,2	2	6.0	16.0	10.0
Edison HS	UV-03,EHS,3	3	6.0	16.0	10.0
Edison HS	UV-04,EHS,4	4	6.0	16.0	10.0
Edison HS	UV-05,EHS,5	5	6.0	16.0	10.0
Edison HS	UV-06,EHS,6	6	6.0	16.0	10.0
Edison HS	UV-07,EHS,7	7	6.0	16.0	10.0
Edison HS	UV-08,EHS,8	8	6.0	16.0	10.0
Edison HS	UV-09,EHS,9	9	6.0	16.0	10.0
Edison HS	UV-10,EHS,10	10	6.0	16.0	10.0
Edison HS	UV-12,EHS,12	12	6.0	16.0	10.0
Edison HS	UV-13,EHS,13	13	6.0	16.0	10.0
Edison HS	UV-15,EHS,15	15	6.0	16.0	10.0
Edison HS	UV-16,EHS,16	16	6.0	16.0	10.0
Edison HS	UV-17,EHS,17	17	6.0	16.0	10.0
Edison HS	UV-20,EHS,20	20	6.0	16.0	10.0
Edison HS	UV-21,EHS,21	21	6.0	16.0	10.0
Edison HS	UV-22,EHS,22	22	6.0	16.0	10.0
Edison HS	UV-23,EHS,23	23	6.0	16.0	10.0
Edison HS	UV-24,EHS,24	24	6.0	16.0	10.0
Edison HS	UV-25,EHS,25	25	6.0	16.0	10.0
Edison HS	UV-26,EHS,26	26	6.0	16.0	10.0
Edison HS	UV-27,EHS,27	27	6.0	16.0	10.0
Edison HS	UV-28,EHS,28	28	6.0	16.0	10.0
Edison HS	UV-29,EHS,29	29	6.0	16.0	10.0
Edison HS	UV-30,EHS,30	30	6.0	16.0	10.0
Edison HS	UV-31,EHS,31	31	6.0	16.0	10.0
Edison HS	UV-32,EHS,32	32	6.0	16.0	10.0
Edison HS	UV-35,EHS,35	35	6.0	16.0	10.0

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Edison HS	UV-36A,EHS,36	36	6.0	16.0	10.0
Edison HS	UV-36B,EHS,36	36	6.0	16.0	10.0
Edison HS	UV-37,EHS,37	37	6.0	16.0	10.0
Edison HS	UV-38,EHS,38	38	6.0	16.0	10.0
Edison HS	UV-119,EHS,119	119	6.0	16.0	10.0
Edison HS	UV-132,EHS,132	132	6.0	16.0	10.0
Edison HS	UV-206,EHS,206	206	6.0	16.0	10.0
Edison HS	UV-22B,EHS,22B	22B	6.0	16.0	10.0
Edison HS	RTU-1	District office	6.0	16.0	10.0
Edison HS	RTU-3	office/214	6.0	16.0	10.0
Edison HS	RTU-3	nurse	6.0	16.0	10.0
Edison HS	RTU-4	fitness center	6.0	16.0	10.0
Edison HS	RTU-Aud	Auditorium/236	6.0	16.0	10.0
Edison HS	RTU-Egym	gym/234	6.0	16.0	10.0
Edison HS	RTU-Wgym	gym/234	6.0	16.0	10.0
Edison HS	AC-2	Cafeteria/161	6.0	16.0	10.0
Edison HS	AC-1	Cafeteria/161	6.0	16.0	10.0
Edison HS	UV-161A thru 161E	Cafeteria	6.0	16.0	10.0
Edison HS	media center	media center	6.0	16.0	10.0
			6.0	16.0	10.0
Cohen ES/MS	HV-24	small gym/113	6.0	16.0	10.0
Cohen ES/MS	HV-25	small gym/113	6.0	16.0	10.0
Cohen ES/MS	RTU-1	main office	6.0	16.0	10.0
Cohen ES/MS	AHU-137	cafeteria/faculty dining	6.0	16.0	10.0
Cohen ES/MS	AHU-125	auditorium	6.0	16.0	10.0
Cohen ES/MS	AHU-1	main gym	6.0	16.0	10.0
Cohen ES/MS	UV-106,CES,106	106	6.0	16.0	10.0
Cohen ES/MS	UV-107,CES,107	107	6.0	16.0	10.0
Cohen ES/MS	UV-114,CES,114	114	6.0	16.0	10.0
Cohen ES/MS	UV-115,CES,115	115	6.0	16.0	10.0
Cohen ES/MS	UV-116,CES,116	116	6.0	16.0	10.0
Cohen ES/MS	UV-120,CES,120	120	6.0	16.0	10.0
Cohen ES/MS	UV-121,CES,121	121	6.0	16.0	10.0
Cohen ES/MS	UV-122,CES,122	122	6.0	16.0	10.0
Cohen ES/MS	UV-123,CES,123	123	6.0	16.0	10.0

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Cohen ES/MS	UV-124B,CES,124	124	6.0	16.0	10.0
Cohen ES/MS	UV-124A,CES,124	124	6.0	16.0	10.0
Cohen ES/MS	UV-126,CES,126	126	6.0	16.0	10.0
Cohen ES/MS	UV-127,CES,127	127	6.0	16.0	10.0
Cohen ES/MS	UV-128,CES,128	128	6.0	16.0	10.0
Cohen ES/MS	UV-129,CES,129	129	6.0	16.0	10.0
Cohen ES/MS	UV-130,CES,130	130	6.0	16.0	10.0
Cohen ES/MS	UV-131,CES,131	131	6.0	16.0	10.0
Cohen ES/MS	UV-201S,CES,201	201	6.0	16.0	10.0
Cohen ES/MS	UV-201N,CES,201	201	6.0	16.0	10.0
Cohen ES/MS	UV-202,CES,202	202	6.0	16.0	10.0
Cohen ES/MS	UV-203,CES,203	203	6.0	16.0	10.0
Cohen ES/MS	UV-204,CES,204	204	6.0	16.0	10.0
Cohen ES/MS	UV-205,CES,205	205	6.0	16.0	10.0
Cohen ES/MS	UV-206,CES,206	206	6.0	16.0	10.0
Cohen ES/MS	UV-207,CES,207	207	6.0	16.0	10.0
Cohen ES/MS	UV-208,CES,208	208	6.0	16.0	10.0
Cohen ES/MS	UV-209,CES,209	209	6.0	16.0	10.0
Cohen ES/MS	UV-210,CES,210	210	6.0	16.0	10.0
Cohen ES/MS	UV-211,CES,211	211	6.0	16.0	10.0
Cohen ES/MS	UV-213,CES,213	213	6.0	16.0	10.0
Cohen ES/MS	UV-214,CES,214	214	6.0	16.0	10.0
Cohen ES/MS	UV-215,CES,215	215	6.0	16.0	10.0
Cohen ES/MS	UV-216,CES,216	216	6.0	16.0	10.0
Cohen ES/MS	UV-217,CES,217	217	6.0	16.0	10.0
Cohen ES/MS	UV-218,CES,218	218	6.0	16.0	10.0
Cohen ES/MS	UV-219,CES,219	219	6.0	16.0	10.0
Cohen ES/MS	UV-220,CES,220	220	6.0	16.0	10.0
Cohen ES/MS	UV-221,CES,221	221	6.0	16.0	10.0
Cohen ES/MS	UV-223,CES,223	223	6.0	16.0	10.0
Cohen ES/MS	UV-1,CES,224	224	6.0	16.0	10.0
Cohen ES/MS	UV-226,CES,226	226	6.0	16.0	10.0
Cohen ES/MS	UV-227,CES,227	227	6.0	16.0	10.0
Cohen ES/MS	UV-228,CES,228	228	6.0	16.0	10.0
Cohen ES/MS	UV-228B,CES,228	228	6.0	16.0	10.0

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Cohen ES/MS	UV-229,CES,229	229	6.0	16.0	10.0
Cohen ES/MS	UV-230,CES,230	230	6.0	16.0	10.0
Cohen ES/MS	UV-231,CES,231	231	6.0	16.0	10.0
Cohen ES/MS	UV-232,CES,232	232	6.0	16.0	10.0
Cohen ES/MS	UV-233,CES,233	233	6.0	16.0	10.0
Cohen ES/MS	UV-235,CES,235	235	6.0	16.0	10.0
Cohen ES/MS	UV-236,CES,236	236	6.0	16.0	10.0
Cohen ES/MS	UV-238,CES,238	238	6.0	16.0	10.0
Cohen ES/MS	UV-239W,CES,239	239	6.0	16.0	10.0
Cohen ES/MS	UV-302,CES,302	302	6.0	16.0	10.0
Cohen ES/MS	UV-303,CES,303	303	6.0	16.0	10.0
Cohen ES/MS	UV-304,CES,304	304	6.0	16.0	10.0
Cohen ES/MS	UV-305,CES,305	305	6.0	16.0	10.0
Cohen ES/MS	UV-306,CES,306	306	6.0	16.0	10.0
Cohen ES/MS	UV-307,CES,307	307	6.0	16.0	10.0
Cohen ES/MS	UV-308,CES,308	308	6.0	16.0	10.0
Cohen ES/MS	UV-310,CES,310	310	6.0	16.0	10.0
Cohen ES/MS	UV-311,CES,311	311	6.0	16.0	10.0
Cohen ES/MS	UV-312,CES,312	312	6.0	16.0	10.0
Cohen ES/MS	UV-313,CES,313	313	6.0	16.0	10.0
Cohen ES/MS	UV-314,CES,314	314	6.0	16.0	10.0
Cohen ES/MS	UV-315,CES,315	315	6.0	16.0	10.0
Cohen ES/MS	UV-316,CES,316	316	6.0	16.0	10.0
Cohen ES/MS	UV-317,CES,317	317	6.0	16.0	10.0
Cohen ES/MS	UV-318,CES,318	318	6.0	16.0	10.0
Cohen ES/MS	UV-319,CES,319	319	6.0	16.0	10.0
Cohen ES/MS	UV-320,CES,320	320	6.0	16.0	10.0
Cohen ES/MS	UV-321,CES,321	321	6.0	16.0	10.0
Cohen ES/MS	UV-239E,CES,239	239B	6.0	16.0	10.0
Cohen ES/MS	UV-1,CES,224	224	6.0	16.0	10.0

6.3 Applicable codes - Federal, State, County or Municipal codes or regulations are applicable to the use and operation of the Facility. Day will maintain the current level of Facility

compliance relative to applicable codes unless specifically outlined to the contrary below. Unless specifically set forth in the Scope of Work and Services, Exhibit B, nothing herein should be construed as to require Day to provide additional work or services in the event that the current applicable code or regulation is modified.

Article 7: Utility Rate Structures and Escalation Rates

7.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

Table 7.1 – Utility Rate Structure and Escalation Rates

Location	Blended Electric Energy ($/Blended kWh)	Incremental Electric Energy ($/Incremental kWh)	Electric Demand ($/kW)	Natural Gas ($/Therm)	Rate Escalation
Thomas A. Edison Senior High School	$0.074	$0.041	$7.91	$0.55	2%
Dr. Nathan Cohen Elementary / MS	$0.087	$0.051	$8.83	$0.53	2%
North Beacon Light	$0.455	$0.455	$0.00	$0.00	2%
South Beacon Light	$0.384	$0.384	$0.00	$0.00	2%
Thomas A. Edison Field House	$0.288	$0.160	$7.91	$0.00	2%
Dr. Nathan Cohen Elementary / Middle School	$1.544	$0.809	$7.91	$0.00	2%
Dr. Nathan Cohen Elementary / Middle School	$1.544	$0.809	$7.91	$0.00	2%

Article 8: Contracted Project Data

8.1 The following tables detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of Facility operating parameters is the Contracted Project and failure of the Customer to maintain the Contracted Project may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement. Tables 8.1.1 and 8.1.2 outline the building Contracted Baseline operating hours and Contracted Project operating temperatures, respectively. The list below the tables outlines the Contracted Project operating parameters for specific equipment.

Table 8.1.1 – Contracted Project Operating Hours

Edison HS

Day of Week	Occupied Run Hours	Unoccupied Run Hours	Occupied Run Times
Monday	9	15	7:00 AM
Tuesday	9	15	7:00 AM
Wednesday	9	15	7:00 AM
Thursday	9	15	7:00 AM
Friday	9	15	7:00 AM
Saturday	0	0	N/A
Sunday	0	0	N/A
Holiday	0	0	N/A

Cohen ES/MS

Day of Week	Occupied Run Hours	Unoccupied Run Hours	Occupied Run Times
Monday	9	15	7:00 AM
Tuesday	9	15	7:00 AM
Wednesday	9	15	7:00 AM
Thursday	9	15	7:00 AM
Friday	9	15	7:00 AM
Saturday	0	0	N/A
Sunday	0	0	N/A
Holiday	0	0	N/A

Table 8.1.2 – Contracted Project Operating Temperatures

Day of Week	Occupied Heating Temperatures	Unoccupied Heating Temperatures	Occupied Cooling Temperatures	Unoccupied Cooling Temperatures
Monday	71	60	73	80
Tuesday	71	60	73	80
Wednesday	71	60	73	80

Thursday	71	60	73	80
Friday	71	60	73	80
Saturday	N/A	60	N/A	N/A
Sunday	N/A	60	N/A	N/A
Holiday	N/A	60	N/A	N/A

General Equipment Contracted Project Operating Parameters (unless specified otherwise in the Scope of Work and Services, Exhibit B, Article 1 or Exhibit E, Article 6)

- Post-retrofit lighting operating hours for individual areas are indicated in Post-retrofit A, Appendix 1-Lighting Retrofit Schedule
- Post-retrofit operating times and daily run time during weekdays for specific HVAC units are listed in Table 8.1.3

Table 8.1.3 – Contracted Baseline Operating Hours for Specific HVAC Units

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Edison HS	UV-01,EHS,1	1	6.0	16.0	10.0
Edison HS	UV-02,EHS,2	2	6.0	16.0	10.0
Edison HS	UV-03,EHS,3	3	6.0	16.0	10.0
Edison HS	UV-04,EHS,4	4	6.0	16.0	10.0
Edison HS	UV-05,EHS,5	5	6.0	16.0	10.0
Edison HS	UV-06,EHS,6	6	6.0	16.0	10.0
Edison HS	UV-07,EHS,7	7	6.0	16.0	10.0
Edison HS	UV-08,EHS,8	8	6.0	16.0	10.0
Edison HS	UV-09,EHS,9	9	6.0	16.0	10.0
Edison HS	UV-10,EHS,10	10	6.0	16.0	10.0
Edison HS	UV-12,EHS,12	12	6.0	16.0	10.0
Edison HS	UV-13,EHS,13	13	6.0	16.0	10.0
Edison HS	UV-15,EHS,15	15	6.0	16.0	10.0
Edison HS	UV-16,EHS,16	16	6.0	16.0	10.0
Edison HS	UV-17,EHS,17	17	6.0	16.0	10.0
Edison HS	UV-20,EHS,20	20	6.0	16.0	10.0
Edison HS	UV-21,EHS,21	21	6.0	16.0	10.0
Edison HS	UV-22,EHS,22	22	6.0	16.0	10.0
Edison HS	UV-23,EHS,23	23	6.0	16.0	10.0
Edison HS	UV-24,EHS,24	24	6.0	16.0	10.0
Edison HS	UV-25,EHS,25	25	6.0	16.0	10.0
Edison HS	UV-26,EHS,26	26	6.0	16.0	10.0

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Edison HS	UV-27,EHS,27	27	6.0	16.0	10.0
Edison HS	UV-28,EHS,28	28	6.0	16.0	10.0
Edison HS	UV-29,EHS,29	29	6.0	16.0	10.0
Edison HS	UV-30,EHS,30	30	6.0	16.0	10.0
Edison HS	UV-31,EHS,31	31	6.0	16.0	10.0
Edison HS	UV-32,EHS,32	32	6.0	16.0	10.0
Edison HS	UV-35,EHS,35	35	6.0	16.0	10.0
Edison HS	UV-36A,EHS,36	36	6.0	16.0	10.0
Edison HS	UV-36B,EHS,36	36	6.0	16.0	10.0
Edison HS	UV-37,EHS,37	37	6.0	16.0	10.0
Edison HS	UV-38,EHS,38	38	6.0	16.0	10.0
Edison HS	UV-119,EHS,119	119	6.0	16.0	10.0
Edison HS	UV-132,EHS,132	132	6.0	16.0	10.0
Edison HS	UV-206,EHS,206	206	6.0	16.0	10.0
Edison HS	UV-22B,EHS,22B	22B	6.0	16.0	10.0
Edison HS	RTU-1	District office	6.0	16.0	10.0
Edison HS	RTU-3	office/214	6.0	16.0	10.0
Edison HS	RTU-3	nurse	6.0	16.0	10.0
Edison HS	RTU-4	fitness center	6.0	16.0	10.0
Edison HS	RTU-Aud	Auditorium/236	6.0	16.0	10.0
Edison HS	RTU-Egym	gym/234	6.0	16.0	10.0
Edison HS	RTU-Wgym	gym/234	6.0	16.0	10.0
Edison HS	AC-2	Cafeteria/161	6.0	16.0	10.0
Edison HS	AC-1	Cafeteria/161	6.0	16.0	10.0
Edison HS	UV-161A thru 161E	Cafeteria	6.0	16.0	10.0
Edison HS	media center	media center	6.0	16.0	10.0
			6.0	16.0	10.0
Cohen ES/MS	HV-24	small gym/113	6.0	16.0	10.0
Cohen ES/MS	HV-25	small gym/113	6.0	16.0	10.0
Cohen ES/MS	RTU-1	main office	6.0	16.0	10.0
Cohen ES/MS	AHU-137	cafeteria/faculty dining	6.0	16.0	10.0
Cohen ES/MS	AHU-125	auditorium	6.0	16.0	10.0
Cohen ES/MS	AHU-1	main gym	6.0	16.0	10.0
Cohen ES/MS	UV-106,CES,106	106	6.0	16.0	10.0
Cohen ES/MS	UV-107,CES,107	107	6.0	16.0	10.0
Cohen ES/MS	UV-114,CES,114	114	6.0	16.0	10.0

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Cohen ES/MS	UV-115,CES,115	115	6.0	16.0	10.0
Cohen ES/MS	UV-116,CES,116	116	6.0	16.0	10.0
Cohen ES/MS	UV-120,CES,120	120	6.0	16.0	10.0
Cohen ES/MS	UV-121,CES,121	121	6.0	16.0	10.0
Cohen ES/MS	UV-122,CES,122	122	6.0	16.0	10.0
Cohen ES/MS	UV-123,CES,123	123	6.0	16.0	10.0
Cohen ES/MS	UV-124B,CES,124	124	6.0	16.0	10.0
Cohen ES/MS	UV-124A,CES,124	124	6.0	16.0	10.0
Cohen ES/MS	UV-126,CES,126	126	6.0	16.0	10.0
Cohen ES/MS	UV-127,CES,127	127	6.0	16.0	10.0
Cohen ES/MS	UV-128,CES,128	128	6.0	16.0	10.0
Cohen ES/MS	UV-129,CES,129	129	6.0	16.0	10.0
Cohen ES/MS	UV-130,CES,130	130	6.0	16.0	10.0
Cohen ES/MS	UV-131,CES,131	131	6.0	16.0	10.0
Cohen ES/MS	UV-201S,CES,201	201	6.0	16.0	10.0
Cohen ES/MS	UV-201N,CES,201	201	6.0	16.0	10.0
Cohen ES/MS	UV-202,CES,202	202	6.0	16.0	10.0
Cohen ES/MS	UV-203,CES,203	203	6.0	16.0	10.0
Cohen ES/MS	UV-204,CES,204	204	6.0	16.0	10.0
Cohen ES/MS	UV-205,CES,205	205	6.0	16.0	10.0
Cohen ES/MS	UV-206,CES,206	206	6.0	16.0	10.0
Cohen ES/MS	UV-207,CES,207	207	6.0	16.0	10.0
Cohen ES/MS	UV-208,CES,208	208	6.0	16.0	10.0
Cohen ES/MS	UV-209,CES,209	209	6.0	16.0	10.0
Cohen ES/MS	UV-210,CES,210	210	6.0	16.0	10.0
Cohen ES/MS	UV-211,CES,211	211	6.0	16.0	10.0
Cohen ES/MS	UV-213,CES,213	213	6.0	16.0	10.0
Cohen ES/MS	UV-214,CES,214	214	6.0	16.0	10.0
Cohen ES/MS	UV-215,CES,215	215	6.0	16.0	10.0
Cohen ES/MS	UV-216,CES,216	216	6.0	16.0	10.0
Cohen ES/MS	UV-217,CES,217	217	6.0	16.0	10.0
Cohen ES/MS	UV-218,CES,218	218	6.0	16.0	10.0
Cohen ES/MS	UV-219,CES,219	219	6.0	16.0	10.0
Cohen ES/MS	UV-220,CES,220	220	6.0	16.0	10.0
Cohen ES/MS	UV-221,CES,221	221	6.0	16.0	10.0

Location	Unit	Service	Occupied		Run Time per Day
			Start Time	Stop Time	
Cohen ES/MS	UV-223,CES,223	223	6.0	16.0	10.0
Cohen ES/MS	UV-1,CES,224	224	6.0	16.0	10.0
Cohen ES/MS	UV-226,CES,226	226	6.0	16.0	10.0
Cohen ES/MS	UV-227,CES,227	227	6.0	16.0	10.0
Cohen ES/MS	UV-228,CES,228	228	6.0	16.0	10.0
Cohen ES/MS	UV-228B,CES,228	228	6.0	16.0	10.0
Cohen ES/MS	UV-229,CES,229	229	6.0	16.0	10.0
Cohen ES/MS	UV-230,CES,230	230	6.0	16.0	10.0
Cohen ES/MS	UV-231,CES,231	231	6.0	16.0	10.0
Cohen ES/MS	UV-232,CES,232	232	6.0	16.0	10.0
Cohen ES/MS	UV-233,CES,233	233	6.0	16.0	10.0
Cohen ES/MS	UV-235,CES,235	235	6.0	16.0	10.0
Cohen ES/MS	UV-236,CES,236	236	6.0	16.0	10.0
Cohen ES/MS	UV-238,CES,238	238	6.0	16.0	10.0
Cohen ES/MS	UV-239W,CES,239	239	6.0	16.0	10.0
Cohen ES/MS	UV-302,CES,302	302	6.0	16.0	10.0
Cohen ES/MS	UV-303,CES,303	303	6.0	16.0	10.0
Cohen ES/MS	UV-304,CES,304	304	6.0	16.0	10.0
Cohen ES/MS	UV-305,CES,305	305	6.0	16.0	10.0
Cohen ES/MS	UV-306,CES,306	306	6.0	16.0	10.0
Cohen ES/MS	UV-307,CES,307	307	6.0	16.0	10.0
Cohen ES/MS	UV-308,CES,308	308	6.0	16.0	10.0
Cohen ES/MS	UV-310,CES,310	310	6.0	16.0	10.0
Cohen ES/MS	UV-311,CES,311	311	6.0	16.0	10.0
Cohen ES/MS	UV-312,CES,312	312	6.0	16.0	10.0
Cohen ES/MS	UV-313,CES,313	313	6.0	16.0	10.0
Cohen ES/MS	UV-314,CES,314	314	6.0	16.0	10.0
Cohen ES/MS	UV-315,CES,315	315	6.0	16.0	10.0
Cohen ES/MS	UV-316,CES,316	316	6.0	16.0	10.0
Cohen ES/MS	UV-317,CES,317	317	6.0	16.0	10.0
Cohen ES/MS	UV-318,CES,318	318	6.0	16.0	10.0
Cohen ES/MS	UV-319,CES,319	319	6.0	16.0	10.0
Cohen ES/MS	UV-320,CES,320	320	6.0	16.0	10.0
Cohen ES/MS	UV-321,CES,321	321	6.0	16.0	10.0
Cohen ES/MS	UV-239E,CES,239	239B	6.0	16.0	10.0
Cohen ES/MS	UV-1,CES,224	224	6.0	16.0	10.0

This Exhibit E, is attached to and made a part of the Agreement between Day and the Customer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DAY AUTOMATION SYSTEMS, INC.	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
By:_____	By:_____
Name: Steve Heaslip	Name: Michael Gill
Title: Energy Services Manager	Title: Superintendent of Schools

Scope of Services-Measurement and Verification Program (MVP)

1.1 The MVP will provide the Customer with an Annual Performance Assurance Report within sixty (60) days of the end of each Annual Period.

1.2 Measurement and Verification Services are all labor activities, site visits, monitoring and analyses necessary to calculate the Annual Realized Savings achieved by the Project, and to prepare and present the Annual Performance Assurance Report for the respective Annual Period.

1.3 Each Annual Measurement and Verification Report shall include:

Post-installation measurement and verification (M&V) is conducted by Day to ensure that proper equipment and systems were installed, are operating correctly, and have the potential to generate the predicted savings. The verification is accomplished through commissioning and M&V activities as further detailed in Exhibit C of this agreement

Post-installation M&V activities specified in the M&V plan will include spot measurements, BMS trending and short-term metering. The results of the M&V activities are presented in a Post-Installation Report delivered by the Day before final project acceptance. The Post-Installation Report shall contain the following:

1. Overview of proposed energy and cost savings
2. Schedule for all M&V activities
3. Witnessing requirements and customer approval and sign-off requirements
4. Utility rates and the method used to calculate cost savings
5. O&M reporting responsibilities

At least annually, Day will verify the installed equipment and systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings. The Day will ensure the M&V monitoring and reporting systems are working properly provide fine-tuning of measures throughout the year based on operational feedback and demonstrate the savings that are being achieved. The annual report shall contain the following for ECMs installed:

1. Details of baseline conditions and data collected
2. Documentation of all assumptions and sources of data
3. Details of engineering analysis performed
4. How energy savings will be calculated
5. Details of any Operations & Maintenance or other cost savings claimed
6. Details of proposed energy and cost savings
7. Details of post-installation verification activities, including inspections, measurements, analysis and customer project acceptance procedures
8. Details of any anticipated routine adjustments to baseline or reporting period energy and/or adjustment parameters

1.4 In the case of demolished or decommissioned buildings or removal of ECM equipment by the Customer, Day shall be informed in writing within 30 days regarding that part of the contract involving ECMs that are no longer in place or no longer functional. The M&V report shall reflect the changes brought about by ECMs no longer in place or no longer functional.

1.5 The Measured and Verified Savings for the respective Annual Period, including supporting documentation required to complete the Measurement and Verification Plan outlined in Exhibit C of this Agreement.

1.6 The Annual Realized Savings achieved by the Project shall be determined for each respective Annual Period.

1.7 A comparison of the Annual Realized Savings and Guaranteed Annual Savings to determine whether there is a Savings Shortfall for the respective Annual Period, pursuant to Exhibit C of this agreement.

Article 2: Scope of Services – Maintenance Services

2.1 Preventative maintenance must be performed to maintain equipment in good condition and to ensure that efficiency is at an acceptable level so project savings targets are met. DAY AUTOMATION will work with the customer to develop a maintenance program that will ensure equipment is maintained and is in accordance with the costs identified in Exhibit B of this agreement. This may include customer performed actions in tandem with Day Automation performed actions.

2.2 Emergency Service – Our factory-certified technicians will address and work towards quick resolution of your service issues. In case of a building emergency, we maintain 24 hour service capabilities. Please call 1-800-836-0969 for all issues.

2.3 Training of On-Site Staff - Training for new equipment and upgrades installed during the construction phase of the EPC will be scheduled by the project manager for any personnel designated by the customer. This training will be on-site or in a Day Automation classroom depending on the training needed.

2.4 Education Support - As a component of our partnership we provide a variety of STEM education collaborative opportunities, including professional staff development, energy efficiency, sustainability, and community outreach. This offering is developed in collaboration with the District to meet your educational priorities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DAY AUTOMATION SYSTEMS, INC.	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
By:_____	By:_____
Name: Steve Heaslip	Name: Michael Gill
Title: Energy Services Manager	Title: Superintendent of Schools