## Request for Proposals

# Installment Purchase Contract (Lease/Purchase) Financing for "Energy Performance Contract"

Fiscal Advisors & Marketing, Inc. at the request of:

# Monticello Central School District Sullivan County, New York (the "School District")

1. Requests for email bids for providing Installment Purchase Contract (Lease/Purchase) Financing are due no later than Wednesday, December 1, 2021 at 11:00 o'clock A.M. EST at the office of:

Fiscal Advisors & Marketing, Inc. Corporate Headquarters 250 South Clinton Street, Suite 502 Syracuse, New York 13202 Attn: Keith Korycinski

(For financing questions call (315) 752-0051 Ext. 342)

Email: kkorycinski@fiscaladvisors.com

- 2. The principal amount of the installment purchase contract will be \$3,276,876 over a 15-year term.
- 3. The lease purchase financing will be used to acquire equipment to reduce energy costs and related expenses at various School District facilities, as further defined in "Scope of Work & Services" attached hereto as "APPENDIX-A" to this Request for Proposals. The energy service company is Trane U.S. Inc. having a principal place of business at Latham, New York.
- 4. The interest rate quoted will be fixed as of the time of the bid and will remain constant throughout the lease term and will include any and all fees or expenses associated with this financing.
- 5. The financing entity will be provided with an opinion of bond counsel to the effect that the interest component of payments to be made by the School District pursuant to the financing contract ("interest") is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence will be subject to the condition that the School District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the date of the financing contract in order that interest be, or continue to be, excluded from gross income for federal income tax purposes. The School District will covenant to comply with all such requirements. Failure to comply with all such requirements may cause the interest to be included in gross income for federal income tax purposes retroactive to the date of closing. Bond counsel will not express an opinion regarding other federal tax consequences arising with respect to the lease and the related documents. The installment purchase contract will be designated by the School District as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265 of the Code.
- 6. All bids shall remain in effect for 30 days from the day quotes are due. It is expected that the Board of Education of the School District will approve the least agreement at their regular meeting scheduled on December 9, 2021. It is anticipated that funds will need to be available on or about December 22, 2021. All quotes should be based upon this estimated timeline.

Any proposed Lease shall define the purpose and objective of the financing and the rights and obligations of each party to the financing. Further, the Lease will specify the applicable interest rate, as well as standard contractual terms and conditions. The form of the lease purchase agreement, and any related documents including an escrow contract must be submitted with the proposal. Proposers must satisfy themselves that credit approval will be granted prior to submitting a proposal. All finance documents are subject to negotiation and modification by the School District's counsel. All agreements and contractual conditions are required to conform with the laws and regulations of the State of New York, including but not limited to New York General Municipal Law, Local Finance Law, and opinions of the Office of the New York State Comptroller. The School District's attorneys will review and approve all documents before consideration and/or approval by the School District. Each bid should be accompanied by a repayment schedule listing principal, interest and total annual payments. Such schedule shall be compliant with NYS Local Finance Law provisions. No award is final until formally approved by the Board of Education of the School District. Upon verbal or written notification of successful bid award, (which shall be conditional upon successful negotiation of all transactional documents and opinions), the successful bidder shall be required to deliver the proposed forms of the leasing documents to Fiscal Advisors & Marketing, Inc. (address listed above) and to Bond Counsel and the School District's Attorney at:

Orrick, Herrington & Sutcliffe LLP Attention: Douglas E. Goodfriend, Esq. 51 West 52nd Street, 15th Floor New York, New York 10019

Tel: (212) 506-5211 Fax: (212) 506-5151

Email: dgoodfriend@orrick.com

Guercio & Guercio, LLP Attention: Anthony J. Fasano, Esq. 24 Century Hill Drive, Suite 101 Latham, New York 12110

Tel: (518) 690-7000 Fax: (518) 690-0783

Email: afasano@guerciolaw.com

- 8. The Proposal must state that School District will have the right, at its option, to prepay the principal portion outstanding on the Lease, in whole or in part, at any time following 30 days written notice to the Lessor. The Proposal must disclose additional fees and terms, if any, that are required upon the execution of this prepayment right, in addition to interest payable. The Proposal must also disclose how such amounts are to be calculated in the event that the School District exercises its right of partial or whole prepayment. The proposal shall include an option to prepay without penalty.
- 9. The current Standard & Poor's issuer rating of the School District is "AA-/Stable".
- 10. The School District is in material compliance with its Continuing Disclosure requirements related to SEC Rule 15c2-12 for the past five years.
  - a. A copy of the School District's most recent Continuing Disclosure Statement for fiscal year ending June 30, 2020 can be found here: https://emma.msrb.org/P21515610.pdf
  - b. A copy of the School District's fiscal year ending June 30, 2021 audited financial statements can be found here: <a href="https://emma.msrb.org/P21581456.pdf">https://emma.msrb.org/P21581456.pdf</a>
- 11. Among other factors, the low bid/quote will be determined by the lowest amount indicated for a total of payments with the requirement that the quote will meet all other conditions listed herein that are not affirmatively waived by the School District.
- 12. Prior to complete delivery of equipment, it will be necessary to make partial payment to vendor(s). In this case, unexpended funds shall be held in an interest bearing escrow fund account established by the winning bidder (the "Lessor") in the name of School District. Interest earnings will begin to accrue to the School District on the date of the deposit to the escrow fund. All interest earnings shall be applied to reduce the last scheduled payment(s) at the end of the financing term. Any unexpended funds after payment to all vendors shall be recalculated to reduce remaining payment amounts equally unless otherwise authorized by the School District. The escrow agent must be a bank or trust company located in and authorized to do such business in New York State. The bank must have an office in New York State which is stated in the proposed Escrow Contract. Investments shall be made solely at the direction of the School District and shall be made in accordance with the requirements of General Municipal Law Sections 10 and 11 and the School District's formal investment policy. The School District is not authorized to invest in mutual funds or similar liquid investment vehicles. All monies held in the escrow fund are monies of the School District and shall not be subject to levy, attachment or lien of the escrow agent. All charges of the escrow agent shall be paid by the Lessor.

13. The principal amount of the Lease financing will be in the amount of \$3,276,876.

There shall be **fifteen (15) annual principal payments** and such principal payments shall be due and payable on June 15 in each of the years 2023 through 2037, inclusive. Interest payments shall be semi-annual due on June 15 and December 15, commencing on December 15, 2022. The annual Lease debt service shall be in amounts so as to provide for debt service that is substantially level or declining, pursuant to Section 21.00(d) of the New York State Local Finance Law.

The School District reserves the right to modify the above principal payments post sale, in any amounts as deemed necessary to achieve substantially level annual payment and/or equal annual payments, and in the case of the first and last payments, to achieve substantially level local share inclusive of State building aid.

- 14. There shall be no additional fees or charges (including any Escrow Agent Fees) to the School District other than the annual debt service payments.
- 15. There shall be a \$1 (one dollar) buyout option in favor of the School District at lease expiration.
- 16. All manufacturers' warranties shall be assigned by the Lessor to the School District.
- 17. The Agreement shall be subject to cancellation by the School District annually and shall include the following paragraph:

"Pursuant to the requirements of General Municipal Law section 109-b, the financing contract shall contain the appropriate executory clause which shall state that should financing contract payments not be appropriated by the School District the School District will not be obligated to pay the amounts due beyond the end of the last funded fiscal year. The financing contract shall be deemed executory only to the extent of monies appropriated and available therefor, and no liability on account thereof shall be incurred by the School District beyond the amount of such monies. The financing contract is not a general obligation of the School District. Neither the full faith and credit nor the taxing power of the School District are pledged to the payment of any amount due or to become due under the financing contract. In the case of a failure to appropriate, the sole security shall be the improvements that are the subject of the financing contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make available monies available for the purpose of the financing contract. In the event that no funds or insufficient funds are appropriated by the School District the financed improvements may be acquired and sold by or on behalf of the financing entity entitled to receive payments, provided that any excess proceeds from such a sale, after deduction for and payment of fees, expenses and any taxes levied on the sale, shall be paid to the School District as provided in section 109-b of the General Municipal Law."

- 18. The sole security shall be the equipment, machinery or apparatus financed pursuant to the Agreement. In the event insufficient funds are appropriated to pay this obligation, such equipment, machinery and apparatus may be sold on behalf of the Lessor entitled to receive such payments, provided that any excess proceeds from such a sale shall be paid to the School District after deduction of obligations, taxes or other expenses of the Lessor.
- 19. Payments by the Lessor shall be made only at the written direction of the School District and may likely require multiple payments. Payments may be required by either check or electronic wiring depending on equipment vendor requirements. All associated costs for these services must be included in the quote.
- 20. Proposals will be evaluated based on total cost, ability to perform, requirements of the bidder, experience in New York State, and any other terms or conditions stipulated in each proposal.

- 21. The School District reserves the right to reject any or all bids/quotes, to waive any or all informalities, to request new proposals, and to award based upon the overall best interests of the School District. The attached Quote Proposal Form must be completed and included with each quote. The proposed forms of the lease purchase agreement, escrow contract and related documents must be submitted with the bid. Closing is subject to successful negotiation and approval of all such documents by counsel to the School District. The School District reserves the right to rescind an award due to failure of successful negotiation of the parties to agree to the terms and conditions thereof.
- 22. All agreements and contractual conditions are required to conform with the laws of the State of New York, including, but not limited to, the General Municipal Law, the Local Finance Law, the Energy Law, the Education Law, and regulations of the State Education Department and the Office of the State Comptroller. The School District's legal counsel will review and approve all documents on behalf of the Board of Education.
- 23. The Lessor shall be responsible for all of the Lessor's legal, issuance and closing costs.
- 24. <u>Annual Appropriation</u>: The annual lease payments are subject to appropriation each year by the Board of Education of the School District.
- 25. <u>UCC Filing</u>: The School District will not provide a legal description for each School District property in connection with this financing. In the event the Lessor requires this information for the purposes of making a fixture filing pursuant to the applicable provisions of the Uniform Commercial Code, the Lessor may obtain such information at its own effort and expense.
- 26. By submitting a bid/quote, each bidder is agreeing to abide by all provisions of this Request for Proposals. No terms or conditions of the Lessor may be imposed on the School District that supersede or contradict the terms set forth in this Request for Proposals.
- 27. The Municipal Advisor intends to provide the purchaser of the issue with CUSIP identification numbers in compliance with MSRB Rule G-34, (a)(i) (A)-(H). As is further discussed in Rule G-34 the purchaser, as the "dealer who acquires" the issue, is responsible for the registration fee to the CUSIP Bureau for this service. The District assumes no responsibility for any CUSIP Service Bureau charge or other charges that may be imposed for the assignment of such numbers.

Dated: November 17, 2021

# **SCOPE OF WORK & SERVICES**



# EXHIBIT B Scope of Services

The Services are defined as the following:

Summary of Energy Conservation Measures included in the energy performance contract for Monticello CSD:

## Middle School / High School - 45/39 Breakey Ave, Monticello New York 12701

- 1. ECM-1 Interior Lighting Upgrades
- 2. ECM-3 Building Automation System Upgrades
- 3. ECM-4 Motor Replacement / VFD
- 4. ECM-6 Plug Load Controls
- 5. ECM-7 Boiler Replacement

#### Rutherford Elementary School - 26 Patricia Place, Monticello, New York 12701

- 1. ECM-1 Interior Lighting Upgrades
- 2. ECM-3 Building Automation System Upgrades
- 3. ECM-6 Plug Load Controls

#### Cooke Elementary School - 69 Richardson Ave, Monticello, New York 12701

- 1. ECM-1 Interior Lighting Upgrades
- 2. ECM-3 Building Automation System Upgrades
- 3. ECM-6 Plug Load Controls

## Chase Elementary School - 28 Pennsylvania Ave, Wurtsboro, New York 12790

- ECM-1 Interior Lighting Upgrades
- 2. ECM-3 Building Automation System Upgrades
- 3. ECM-6 Plug Load Controls
- 4. ECM-10 Solar PV



#### **General Conditions:**

Work hours are as follows: Monday through Friday 8:00 AM to 5:00 PM, non-holidays.

- Trane will coordinate all Mechanical/Electrical/General requirements.
- Customer will remove all stored equipment and materials from mechanical rooms.
- Customer will relocate district staff as required to perform equipment replacement.
- Customer will move office furniture as necessary to facilitate equipment replacement.
- Customer will have staff remove personal items from desks in work areas until project completion. (In buildings where trades are working in occupied areas after hours).
- Customer will be responsible to replace lay in ceilings removed.
- All metal scrap value has been accounted for in the overall project estimate.
- Customer will designate areas for a dumpster, storage container and parking for Trane and its subcontractors.
- Four sets of operation and maintenance manuals will be provided at project completion.

#### **Exclusions**

- Asbestos and hazardous materials. Trane expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous waste.
- No work relating to, or integration to, any existing fire system.



## HIGH SCHOOL / MIDDLE SCHOOL SCOPE OF SERVICES

## **ECM-1 Interior Lighting Upgrades**

Building	Scope
HS/MS	For existing CFLs – replace majority w/ A19 LED screw-ins and include some new recessed can retrofits and new circular surface mounted fixtures. For existing linear fluorescents – replace with type C kits.

See **Attachment 1** fixture summary. Trane will dispose of PCB containing ballasts and mercury containing lamps in compliance with applicable laws and regulations.

## **ECM-3 Building Automation System Upgrades**

A Tracer Ensemble Supervisory System will be installed to allow the school district to view all controlled equipment within this scope of work.

- Provide hardware and software for supervisory system
- Provide programming labor to incorporate the following school facilities into enterprise system
- Provide district-wide graphics with point/click navigation
- Web Access to entire school district control system

The existing DDC HVAC control system consists of TBS controls and front end system. Trane will eliminate pneumatic components and install new electronic components where required. Trane will re-use DDC end devices only where applicable and integrate the data into a newly installed supervisory controller (Tracer SC).

#### High School / Middle School Controls:

- Provide and install Tracer SC supervisory controller
- Connect Trane Tracer SC Supervisory Controllers to Monticello CSD LAN.
   Designated LAN Port to be provided to Trane by Monticello CSD.
- Provide and install a building wide wireless communication infrastructure
- · Provide and install new controls for:
  - (11) Cabinet Unit Heaters
  - (3) Exhaust Fans
  - o (14) Unit Ventilators
  - o (6) HV Units
  - o (1) Boiler Plant
  - o (8) Air Handlers/RTUs
  - (13) Fin-tube Radiation
- Integration to the following existing controls in Middle School:
  - Gym AHU-3 & 4 Full DDC and CO2 Sensor by TBS
  - Cafeteria AHU-5 Full DDC and CO2 Sensor by TBS
- Integration to newly installed Plug Load Devices



#### Controls systems services included

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

#### Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled

#### ECM-4 Motor Replacement / VFD

- Install an ABB ACH580 VFD with Bypass on the SF and RF of each air handler as shown in the chart below.
- Fabricate and install mounting racks for VFDs as necessary.
- Provide conduit/wiring as necessary.
- Coordinate with facilities department for equipment shutdown.
- Mark all circuits at VFDs and MCC.

Building	Scope
нѕ	AHU-1 and AHU-2 supply & return fans serving auditorium. Qty. (4) 7.5 HP fans total.
MS	AHU-3 & 4 supply fans serving Gym: Qty. (2) 7.5 HP fans. AHU-5 supply fan serving Café: Qty. (1) 5 HP supply fan



#### **ECM-6 Plug Load Controls**

Install BERT 110X in-line plug load control devices on the following equipment with locations specified in Attachment 2. Installation to include software with integration to BAS, initial startup/commissioning and training.

Building	Scope
нѕ	(99) Total Devices: (42) Projectors, (2) Smartboard TVs, (18) Charge Carts, (28) Printers, (2) Large Copiers, (2) TVs, (2) Hot/Cold Water Dispensers, (3) AC Units.
MS	(126) Total Devices: (47) Projectors, (2) Smartboard TVs, (33) Charge Carts, (37) Printers, (2) Large Copiers, (1) TV, (3) Vending Machines, (1) Hot/Cold Water Dispenser.

#### ECM-7 Boiler Replacement

The Middle School and High School share a boiler plant. The boilers are nearing 20 years of age and have had ongoing maintenance and operational issues. Trane intends to install new high efficiency boilers to tie into the existing Hot Water System in addition to modifying the existing schedules and sequences.

#### High School Boiler Room:

- Remove two existing water tube boilers
- Remove two inline pumps
- Remove breeching back to side wall near riser
- Removing piping back to main Supply and Return lines
- Remove existing three-way valve
- Furnish and install three DeDietrich GT-530A-24 boilers
- New boilers to have dual fuel burners manufactured by Power Flame
  - Boilers will be reconnected to existing fuel oil system
  - Boilers will have gas train installed, similar as existing (future connection
  - by others)
- Furnish and install dedicated inline pump for each boiler
- Furnish and install new breeching from new boilers to connection point within the existing breeching system. This would be done before the riser.
- Modify concrete pads as required to fit the three new boilers
- System testing filling and start-up included
- Removal and reinstall of existing combustion air louver
- Rigging of existing and new equipment into boiler room through existing louver
- Water balancing of new equipment
- Factory certified start-up is included
- All new hot water piping to be insulated per code
- Install new control valves
- Integrate into new BAS



## RUTHERFORD ELEMENTARY SCHOOL SCOPE OF SERVICES

#### **ECM-1 Interior Lighting Upgrades**

Building	Scope
Rutherford ES	For existing CFLs – replace majority w/ A19 LED screw-ins and include some new recessed can retrofits and new circular surface mounted fixtures. For existing linear fluorescents – replace with type C kits.

See **Attachment 1** fixture summary. Trane will dispose of PCB containing ballasts and mercury containing lamps in compliance with applicable laws and regulations.

## ECM-3 Building Automation System Upgrades

A Tracer Ensemble Supervisory System will be installed to allow the school district to view all controlled equipment within this scope of work.

- Provide hardware and software for supervisory system
- Provide programming labor to incorporate the following school facilities into enterprise system
- Provide district-wide graphics with point/click navigation
- Web Access to entire school district control system

The existing DDC HVAC control system consists of a TBS/Metasys hybrid, though there are some pneumatic unit ventilators, fin tube radiators and cabinet unit heaters which are not tied into the system. Trane will eliminate pneumatic components and install new electronic components where required. Trane will re-use DDC end devices only where applicable and integrate the data into a newly installed supervisory controller (Tracer SC).

#### Rutherford Elementary School Controls:

- Provide and install Tracer SC supervisory controller
- Connect Trane Tracer SC Supervisory Controllers to Monticello CSD LAN.
   Designated LAN Port to be provided to Trane by Monticello CSD.
- Provide and install a building wide wireless communication infrastructure
- Provide and install new controls for:
  - o (4) Unit Ventilators with existing Pneumatic controls
  - o (3) Exhaust Fans
  - o (7) Unit Ventilators with DDC controls
  - o (1) Boiler Plant
  - o (1) Blower Coil Unit
- Integration to newly installed Plug Load Devices



#### Controls systems services included

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

#### Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- · Any temporary controls
- · Repair or replacement of any equipment being controlled

#### **ECM-6 Plug Load Controls**

Install BERT 110X in-line plug load control devices on the following equipment with locations specified in **Attachment 2**. Installation to include software with integration to BAS, initial startup/commissioning and training.

Building	Scope
Rutherford ES	(63) Total Devices: (27) Projectors, (2) Smartboard TVs, (12) Charge Carts, (19) Printers, (1) Large Copier, (1) Vending Machine, (1) Hot/Cold Water Dispenser.



#### COOKE ELEMENTARY SCHOOL SCOPE OF SERVICES

#### **ECM-1 Interior Lighting Upgrades**

Building	Scope
Cooke ES	For existing CFLs – replace majority w/ A19 LED screw-ins and include some new recessed can retrofits and new circular surface mounted fixtures. For existing linear fluorescents – replace with type C kits.

See **Attachment 1** fixture summary. Trane will dispose of PCB containing ballasts and mercury containing lamps in compliance with applicable laws and regulations.

#### ECM-3 Building Automation System Upgrades

A Tracer Ensemble Supervisory System will be installed to allow the school district to view all controlled equipment within this scope of work.

- Provide hardware and software for supervisory system
- Provide programming labor to incorporate the following school facilities into enterprise system
- Provide district-wide graphics with point/click navigation
- Web Access to entire school district control system

The existing DDC HVAC control system consists of a TBS/Metasys hybrid, though there are some pneumatic unit ventilators, fin tube radiators and cabinet unit heaters which are not tied into the system. Trane will eliminate pneumatic components and install new electronic components where required. Trane will re-use DDC end devices only where applicable and integrate the data into a newly installed supervisory controller (Tracer SC).

#### Cooke Elementary School Controls:

- Provide and install Tracer SC supervisory controller
- Connect Trane Tracer SC Supervisory Controllers to Monticello CSD LAN.
   Designated LAN Port to be provided to Trane by Monticello CSD.
- · Provide and install a building wide wireless communication infrastructure
- Provide and install new controls for:
  - (8) Unit Ventilators with existing Pneumatic controls
  - (4) Cabinet Unit Heaters
  - o (13) Exhaust Fans
  - o (2) Unit Ventilators with DDC controls
  - (10) Blower Coil Units
  - o (1) Boiler Plant
- Integration to newly installed Plug Load Devices



#### Controls systems services included

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

#### Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- · Repair or replacement of any equipment being controlled

#### **ECM-6 Plug Load Controls**

Install BERT 110X in-line plug load control devices on the following equipment with locations specified in **Attachment 2**. Installation to include software with integration to BAS, initial startup/commissioning and training.

Building	Scope
Cooke ES	(79) Total Devices: (35) Projectors, (1) Smartboard TV, (11) Charge Carts, (30) Printers, (1) Large Copier, (1) Vending Machine.



#### CHASE ELEMENTARY SCHOOL SCOPE OF SERVICES

#### **ECM-1 Interior Lighting Upgrades**

Building	Scope
Chase ES	For existing CFLs – replace majority w/ A19 LED screw-ins and include some new recessed can retrofits and new circular surface mounted fixtures. For existing linear fluorescents – replace with type C kits.

See **Attachment 1** fixture summary. Trane will dispose of PCB containing ballasts and mercury containing lamps in compliance with applicable laws and regulations.

#### **ECM-3 Building Automation System Upgrades**

A Tracer Ensemble Supervisory System will be installed to allow the school district to view all controlled equipment within this scope of work.

- Provide hardware and software for supervisory system
- Provide programming labor to incorporate the following school facilities into enterprise system
- · Provide district-wide graphics with point/click navigation
- Web Access to entire school district control system

The existing DDC HVAC controls consist of a TBS/Metasys Hybrid system. Trane will eliminate pneumatic components and install new electronic components where required. Trane will re-use DDC end devices only where applicable and integrate the data into a newly installed supervisory controller (Tracer SC).

#### Chase Elementary School Controls:

- Provide and install Tracer SC supervisory controller
- Connect Trane Tracer SC Supervisory Controllers to Monticello CSD LAN.
   Designated LAN Port to be provided to Trane by Monticello CSD.
- Provide and install a building wide wireless communication infrastructure
- Provide and install new controls for:
  - o (4) Unit Ventilators with existing Pneumatic controls
  - (3) Cabinet Unit Heaters
  - o (9) Exhaust Fans
  - (9) Unit Ventilators with DDC controls
  - o (7) Blower Coil Units
  - o (1) Boiler Plant
- Integration to newly installed Plug Load Devices



## Controls systems services included

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

#### Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- · Repair or replacement of any equipment being controlled

#### **ECM-6 Plug Load Controls**

Install BERT 110X in-line plug load control devices on the following equipment with locations specified in **Attachment 2**. Installation to include software with integration to BAS, initial startup/commissioning and training.

Building	Scope
Chase ES	(44) Total Devices: (16) Projectors, (2) Smartboard TVs, (7) Charge Carts, (17) Printers, (1) Large Copier, (1) Hot/Cold Water Dispenser.



#### ECM-10 Solar PV

Chase Elementary has no existing solar array. Trane will install a new 154.8 kW DC PV solar array to curb grid electricity usage. Preliminary design documentation shown in **Attachment 3**.

- Perform a comprehensive site survey and evaluation of electric system for interconnection, complete P.E. stamped structural and electrical drawings and wiring diagrams and apply for all required permits.
- Install specified system in accordance with warranty and in a manner, which
  minimizes to the extent reasonably practicable inconvenience to and interference
  with Customer's use of the premises
- Complete and submit utility interconnection documents and obtain all interconnection and net metering rights.
- Coordinate building, electrical, and utility inspections.
- Integrate solar photovoltaic (PV) modules.
- · Install inverters and associated mounting systems.
- · Racking and mounting components per Uniform Building Code.
- AC and DC disconnects per National Electric Code and utility.
- Wiring, conduit, and overcurrent protection per National Electric Code.
- All conduit per the National Electric Code.
- Monitoring, web-enabled.
- Leave Project Site clean upon completion of Work and remove and dispose of all Project debris and trash.
- Review equipment and safety procedures with Customer prior to commissioning.
- Provide Customer with all relevant documentation, including Project brochures, operation manuals, and service and manufacturer warranties.

End of Exhibit B

#### **QUOTE PROPOSAL FORM**

## Installment Purchase Contract (Lease/Purchase) Financing for "Energy Performance Contract"

## Monticello Central School District Sullivan County, New York

Fiscal Advisors & Marketing, Inc.
Corporate Headquarters
250 South Clinton Street, Suite 502
Syracuse, New York 13202
Attn: Keith Korycinski

(Call with questions: (315) 752-0051 Ext. 342) **Email:** kkorycinski@fiscaladvisors.com

December 1, 2021

	Principal Amount of Lease	Interest Rate without Prepayment Penalty	Interest Rate with Prepayment Penalty
	\$3,276,876	%	%
Address:			
Proposing F Address:	irm:		
Phone No.		······································	Fax No.
E-mail addr	ess:		
Contact Per	son:		
Title:			

Upon verbal or written notification of successful bid award, the successful bidder shall be required to promptly deliver the leasing documents to both Fiscal Advisors & Marketing, Inc., Bond Counsel and the County's Local Counsel at:

School District Municipal Advisor: Fiscal Advisors & Marketing, Inc. Attn: Keith Korycinski 250 South Clinton Street, Suite 502 Syracuse, NY 13202

Email: kkorycinski@fiscaladvisors.com

School District Bond Counsel:
Orrick, Herrington & Sutcliffe LLP

Attn: Douglas E. Goodfriend, Esq. 51 West 52nd Street, 15th Floor New York, New York 10019

Email: dgoodfriend@orrick.com

School District Attorney:

Guercio & Guercio, LLP

Attention: Anthony J. Fasano, Esq. 24 Century Hill Drive, Suite 101 Latham, New York 12110

Email: afasano@guerciolaw.com