



---

## Central Hudson Small Business Direct Install Lighting Program

# Energy Efficiency Proposal

---

Presented to:

**VILLAGE OF RHINEBECK**

Gary Bassett (Mayor)  
Village Of Rhinebeck  
76 E Market St Parking It

Rhinebeck, NY 12572-1606  
845-876-7331

Gbassett@villageofrhinebeckny.gov

Presented by:

**David Andrick**

Energy Service Representative  
LIME ENERGY SERVICES CO.

123 Rombout Ave  
Beacon, NY 12508  
845-702-1284

David.Andrick@Lime-Energy.com



---

**Contents:**

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 5 Delivery Plan
- 6 Participation Agreement
- 9 Payment Information

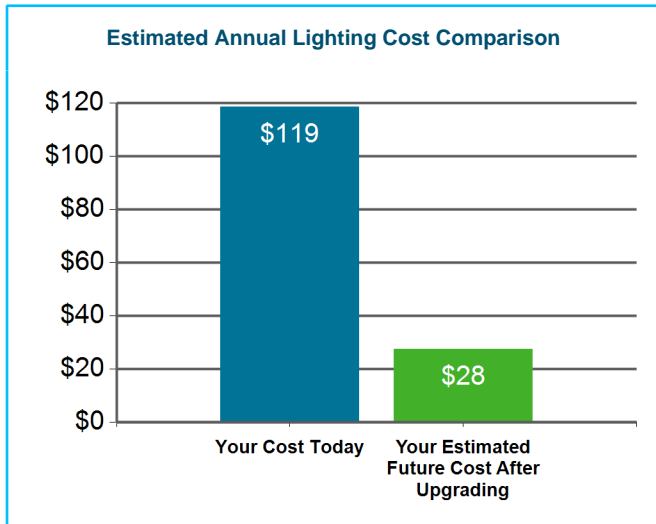
Accept this proposal today to join over  
**2,896** businesses that have already  
upgraded and started to save on their  
bottom line!

# Summary

Your business could spend up to **\$91** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS	
✓ <b>Reduce</b>	Maintenance Costs
✓ <b>Enhance</b>	Employee Productivity
✓ <b>Increase</b>	Customer Comfort to Improve Sales
✓ <b>Improve</b>	Workplace Safety and Reduce Potential Hazards

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*	
\$ Savings after <b>1 Month.....</b>	<b>\$7.59</b>
\$ Savings after <b>1 Year.....</b>	<b>\$91.06</b>
\$ Savings after <b>5 Years.....</b>	<b>\$455.30</b>



Total Upgrade Cost	\$464.21
Utility Incentive (31%)	\$143.09
Your Cost (69%)	\$321.12
Est. Annual Savings*	\$91.06/yr
Est. 1st Yr Return on Investment	28%

\*Estimated savings in dollars is based on a rate of \$0.140 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

# Payment Options

## Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	34
Est. 1st year return on investment	35%
Deposit (0%)	\$0.00
Total Payment	\$287.14

10.58% discount of **\$33.98** if you pay upgrade in full after completion

\*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

## Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$26.76 per month
Deposit (0%)	\$0.00
Total Payment	\$321.12
Monthly Cash Flow	(\$18.34)

\* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$26.76** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

## Option 3: Extended Payment - 24 Payments

24 Month Extended Payment*	\$13.38 per month
Deposit (0%)	\$0.00
Total Payment	\$321.12
Monthly Cash Flow	(\$4.96)

\* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$13.38** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

# Scope of Work

Building: VILLAGE OF RHINEBECK		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: West side, pole	A 175w Metal Halide Fixture	1	will be replaced with a new 50 watt LED Barn Light	1	Watts: 149 Est. Hours: 4,380 kWh:650

<b>Total Purchase Price.</b>	<b>\$464.21</b>
<b>Project Incentive</b> Central Hudsons project incentive paid directly to Lime Energy.	<b>\$143.09</b>
<b>Customer Price</b> Balance to be paid by Participating Customer directly to Company	<b>\$321.12</b>
<b>Annual Total Est. kW Savings *</b>	<b>0.000</b>
<b>Annual Total Est. kWh Savings **</b>	<b>650</b>

\* 1000 Watts = 1 kW

\*\* Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

The energy savings estimated in this proposal is not guaranteed. The lighting energy savings in this proposal are an estimate based upon the lighting hours of use in each location, which are obtained by the Energy Advisor based upon on-site observations and interviews with the Customer, as well as the wattage reduction between the existing and proposed measures outlined in the scope of work. Any changes in lighting hours of use, equipment, abnormal weather conditions, or other external factors can impact your energy consumption.

# Delivery Plan

---

## Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Direct Install Lighting demonstrates Central Hudson's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

### 1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 4-6 weeks.

### 2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

### 3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

## Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Direct Install Lighting Team anytime at:

**845-632-6722**

The Small Business Direct Install Lighting team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

**Thank you for your participation in the program and for your commitment to saving energy!**

# Participation Agreement

Business Name:	VILLAGE OF RHINEBECK
Billing Address:	76 E Market st Rhinebeck NY 12572-1606
Central Hudson Customer Name:	Village Of Rhinebeck
Facility Address:	76 E Market St Parking It, Rhinebeck, NY, 12572-1606
Phone: 845-876-7331	Fax: (845) 876-7331
E-Mail Address:	Gbassett@villageofrhinebeckny.gov
Lime Energy Project Number:	CH24200.8

## PARTICIPATING CUSTOMER

Signature:

Date:

Print Name:

Title:

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company"), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

**The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by Central Hudson.**

## SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$464.21
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$143.09
Customer Deposits	\$0.00
Customer Balance	\$321.12

## PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$287.14
Discounted Customer Price	\$287.14

## LIME ENERGY SERVICES CO.

Name: David Andrick

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (845)702-1284 / (845) 625-1532

Email: David.Andrick@Lime-Energy.com

### The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

**Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$287.14 paid upon completion of the Work. This remaining balance includes the 10.58% discount.

**12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$26.76 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

**24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twenty-four (24) monthly payments of \$13.38 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

**CERTIFICATION STATEMENT** Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Central Hudson bill for the Central Hudson Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

# Participation Agreement

## 1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Direct Install Lighting Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Direct Install Lighting Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected an Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

## 2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- a. **Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- b. **Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs –10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- c. **Energy Savings Disclaimer** - Neither Central Hudson nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

**Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.**

## Construction or Product Warranty Questions

For participating SBDI customers, please call **1.845.632.6722** for any construction questions and/or warranty related issues.

## 3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Central Hudson relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Central Hudson's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Central Hudson that Central Hudson provides to Company. Company agrees to defend, indemnify and hold harmless Central Hudson and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

# Participation Agreement

## 4. Equipment and Customer Contribution:

- a. The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
- b. In the event that one of the two options for Extended Payment Options or the DLL Financing Option is selected the Extended Payment terms and conditions attached hereto shall be incorporated herein. To the extent not prohibited by law, Lime Energy may deny at its absolute discretion, all or specific plan pricing options which may include a commercial credit check. If Lime Energy or Lender, as the case may be, determines, in its absolute discretion, that the customer's credit has deteriorated or has otherwise placed customer's repayment of the Account Balance at risk, the project may not be initiated. Lime Energy will notify the customer and return any deposit or monies paid to Lime Energy within 30 days for the specific project. In the event of a conflict between the terms and conditions of the Program Participation Agreement and the Extended Payment Terms and Conditions, the terms and conditions of the Extended Payment Terms and Conditions shall prevail.
- c. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Lime Energy unpaid and or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.

Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Extended Payment Options or the DLL Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.

- d. Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company.
- e. Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

## 5. Follow-up Visits and On Site Monitoring:

The Company, Central Hudson or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Central Hudson with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

## 6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Central Hudson (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Central Hudson resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

## 7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

## 8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Central Hudson shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Central Hudson are not responsible and over which Company and Central Hudson have no control. Neither the Company nor Central Hudson shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

## 10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

## 11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors.

## 12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in Newark, NJ in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

## 13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

## 14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.



# Participation Agreement

---

## 15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 70% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

# Payment Information

Participation Customer: VILLAGE OF RHINEBECK

EIN:

Facility Address: 76 E Market St Parking It Rhinebeck NY 12572-1606

Phone Number: 845-876-7331

Email Address: Gbassett@villageofrhinebeckny.gov

## Payment by Credit Card

Type of Credit Card:

Credit Card Number:

CVC Number: Expiration Date:

Cardholder Name:

Billing Address:

Signature:

## Payment by ACH

Bank Name:

Bank Address:

Routing Number:

Account Number:

Account Name:

Signature:

### Important Notice to Customers

**Do not sign the Small Business Direct Install Program Participation Agreement before you have read it or if it contains any blank spaces. You are entitled to a copy of the Participation Agreement. Keep a copy of the Participation Agreement so you understand your legal rights.**

**1. Sale of Equipment.** Lime Energy Services Co. ("Seller"), for and in consideration of the sum set forth above to be paid by Customer (the "Purchase Price"), does hereby agree to install, sell, assign and transfer to Customer the equipment described in the Small Business Direct Install Program Participation Agreement (the "Equipment").

**2. Payment of Customer Balance.** The portion of the Purchase Price which is not paid on or before the date set forth below (the "Customer Balance") shall be paid pursuant to the payment schedule set forth above. Customer hereby authorizes Seller to charge the Monthly Payment to the credit card or bank account (as indicated above) and to promptly notify Seller of any change to the credit card or bank account information provided above. Customer may prepay without penalty the Customer Balance in whole or in part at any time. Seller shall never be entitled to receive, collect, or apply as interest (for purposes of this Section 2 the word "interest" shall be deemed to include any sums treated as interest under applicable law governing matters of usury and unlawful interest), any amount in excess of the Highest Lawful Rate (hereinafter defined) and, in the event Seller ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and shall be treated hereunder as such; and, if the Customer Balance is paid in full, any remaining excess shall forthwith be paid to Customer. "Highest Lawful Rate" shall mean the maximum rate of interest which may be contracted for, charged, taken, reserved or received under applicable law after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder.

**3. Seller Representations and Warranties.** Seller hereby represents and warrants to Customer that as of the date hereof:

**3.1 Execution and Delivery.** This Participation Agreement has been duly executed and delivered by duly authorized representatives of Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

**3.2 Title.** Seller is the owner of the Equipment, free and clear of all liens, conditional sale agreements and encumbrances. Seller's sale of the Equipment pursuant to this Participation Agreement is not encumbered by any other pre-existing, superseding, superior or inferior interest of any kind.

**4. Customer Representations and Warranties.** Customer hereby represents and warrants to Seller that as of the date hereof:

**4.1 Organization and Authority.** Customer is organized, validly existing and in good standing under the laws of the state of its formation. Customer has full power, authority and legal right to execute, deliver and perform this Participation Agreement and the execution, delivery and performance hereof has been duly authorized by all necessary action.

**4.2 Execution and Delivery.** This Participation Agreement has been duly executed and delivered by duly authorized representatives of Customer and constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

**5. Events of Default.** Each of the following shall constitute an "Event of Default" hereunder:

**5.1 Payment Default.** The Customer defaults in making any payment of the Customer Balance upon any scheduled payment date, including but not limited to, the Final Payment Date specified above.

**5.2 Bankruptcy, Etc.** The Customer is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding or Seller deems Customer to be financially insecure.

### 6. Consequences Upon Default.

**6.1 Remedies.** Upon the occurrence of an Event of Default and in each and every case, the Seller may declare the Customer Balance to be due and payable immediately, by written notice to the Customer, and upon any such declaration the same shall become and shall be immediately due and payable.

**6.2 Default Interest.** During such time as an Event of Default has occurred and is continuing, the Customer shall on demand from time to time pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (whether before or after judgment) at the rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to eighteen percent (18.0%).

**6.3 Enforcement Costs.** Customer promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in the collection and enforcement of this Participation Agreement.

### 7. Miscellaneous.

**7.1 Successors and Permitted Assigns.** This Participation Agreement shall inure to and bind (i) Customer and Customer's successors and permitted assigns, and (ii) Seller and Seller's successors and assigns. Without limitation of the foregoing, Customer expressly acknowledge that Seller may assign and transfer all its rights and interests hereunder to an assignee to be identified by Seller, and acknowledge and agree that, upon execution and delivery of the assignment in relation thereto, such assignee shall hold all of the rights and interests of Seller hereunder. Customer may not sell or assign this Participation Agreement, or any other agreement with Seller or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Seller, which consent shall not be unreasonably withheld or delayed.

**7.2 Entire Participation Agreement; No Oral Modification.** This Participation Agreement constitutes the entire agreement between Seller and Customer with regard to the subject matter thereof. No provision of this Participation Agreement shall be modified unless in writing by an authorized representative from the executive offices of Customer.

**7.3 Severability.** Seller and Customer intend this Participation Agreement to be a valid and enforceable legal instrument, and no provision of this Participation Agreement which may be deemed unenforceable shall in any way invalidate any other provisions of this Participation Agreement, all of which shall remain in full force and effect.

**7.4 Choice of Law and Venue; Arbitration and Attorney Fees.** This Participation Agreement shall be considered to have been made in the State of Newark, NJ and shall be interpreted in accordance with the laws and regulations of the State of Newark, NJ without regard to its conflicts of laws principles. Any controversy or claim arising out of or relating to this Participation Agreement, or the breach thereof, shall be settled by arbitration at the American Arbitration Association in Newark, NJ. The prevailing party in any arbitration shall be entitled to reasonable attorneys' fees, together with all costs and expenses incurred in pursuit thereof.

**7.5 Counterparts.** This Participation Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Participation Agreement to produce or account for more than one such counterpart. The signature of any party by transmitted facsimile machine shall be considered for these purposes as an original signature.

**7.6 Notices.** Any notice required by the provisions of this Participation Agreement shall be in writing and shall be delivered by hand, by facsimile machine, by overnight courier or mailed by first class, registered or certified mail, postage prepaid, at the respective address of Seller and Customer set forth above. A written notice shall be deemed to have been given to the recipient party on the earlier of: (a) the date it shall be delivered to the address required by this Participation Agreement; (b) the date delivery shall have been refused at the address required by this Participation Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Participation Agreement.

**7.7 Seller's Notice Address.** Seller's principal address is 123 Rombout Avenue, 2nd Floor, Beacon, NY 12508.