



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

ANDY MURPHY

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City Of Kingston
467 Broadway

Kingston, NY 12401-4629

845-331-1682

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Presented by:

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Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave

Beacon, NY 12508

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Accept this proposal today to join over
3,259 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$3,479** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

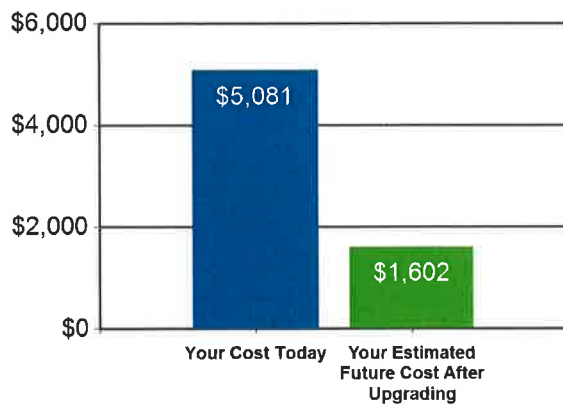
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$289.91

\$ Savings after
1 Year..... \$3,478.95

\$ Savings after
5 Years..... \$17,394.75

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$20,881.69
Utility Incentive (30%)	\$6,212.41
Your Cost (70%)	\$14,669.28
Est. Annual Savings*	\$3,478.95/yr
Est. 1st Yr Return on Investment	24%

*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. 1st year return on investment	27%
Deposit (0%)	\$0.00
Total Payment	\$13,113.34

10.61% discount of **\$1,555.94** if you pay upgrade in full after completion

Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$1,222.44 per month
Deposit (0%)	\$0.00
Total Payment	\$14,669.28
Monthly Cash Flow	(\$928.86)

* **12 Payments.** Customer Deposit of ~~\$0.00~~ upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$1,222.44** 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*	\$611.22 per month
Deposit (0%)	\$0.00
Total Payment	\$14,669.28
Monthly Cash Flow	(\$317.64)

* **24 Payments.** Customer Deposit of ~~\$0.00~~ upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$611.22** 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: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
1	Exterior: Bldg	A 175w Metal Halide Fixture	8	will be replaced with a New LED 40W Wall Pack, 5000k, Carbon Bronze, 120V Photocell	8	Watts: 1,327 Est. Hours: 4,380 kWh:5,812
1	Exterior: Bldg	Ref - Line Item 1	8	Photocell 120V 1800W	8	Watts: 0 Est. Hours: 0 kWh:0
2	Floor 1: Hallway	A 2x4, 2-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	3	Watts: 163 Est. Hours: 5,836 kWh:951
3	Exterior: Bldg	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 52 kWh:0
4	Floor 1: Hallway	A 1x4, 4-Lamp T12 Fluorescent Fixture	3	will be Replaced with a New 1x4 Standard Wrap Containing (1) 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 367 Est. Hours: 2,086 kWh:766
5	Exterior: Bldg	Lift Required for installation	2	Articulating Lift Rental 1 Day	2	Watts: 0 Est. Hours: 52 kWh:0
6	Floor 1: Senior Lounge	A 1x4, 1-Lamp T12 Fluorescent Fixture	20	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	20	Watts: 740 Est. Hours: 2,086 kWh:1,544
7	Floor 1: Senior Lounge	A 1x4, 1-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	4	Watts: 148 Est. Hours: 2,086 kWh:309
8	Floor 1: Restroom Hallway	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 2,086 kWh:113
9	Floor 1: Restrooms	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 109 Est. Hours: 261 kWh:28

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
10	Floor 1: Kitchen	A 1x4, 2-Lamp T12 Fluorescent Fixture	7	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	7	Watts: 380 Est. Hours: 1,043 kWh:396
11	Floor 1: Gym	A 1x4, 4-Lamp T5 54W Fluorescent Fixture	20	LED 90W Susp Highbay, Wire Guard	20	Watts: 2,844 Est. Hours: 3,129 kWh:8,896
12	Floor 2: Offices	A 1x4, 2-Lamp T12 Fluorescent Fixture	18	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	18	Watts: 978 Est. Hours: 3,129 kWh:3,058
13	Floor 2: Offices	A 2x4, 2-Lamp T12 Fluorescent Fixture	12	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	12	Watts: 652 Est. Hours: 3,129 kWh:2,039
14	Floor 2: Hallway	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	6	Watts: 326 Est. Hours: 521 kWh:170
15	Floor 2: Stairs	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 3,129 kWh:170
16	Floor 2: Restrooms	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	3	Watts: 163 Est. Hours: 521 kWh:85
17	Floor 2: Washroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 52 kWh:3
18	Floor 2: Stairwell	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	3	Watts: 163 Est. Hours: 3,129 kWh:510

Total Purchase Price.	\$20,881.69
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$6,212.41
Customer Price Balance to be paid by Participating Customer directly to Company	\$14,669.28
Annual Total Est. kW Savings *	8.744
Annual Total Est. kWh Savings **	24,850

* 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: ANDY MURPHY

Billing Address: 467 Broadway Kingston NY 12401-4629

Central Hudson Customer Name: City Of Kingston


Facility Address: 467 Broadway, Kingston, NY, 12401-4629

Phone: 845-331-1682 Fax: (845) 331-1682

E-Mail Address: Julielnoble@kingston-ny.gov

Lime Energy Project Number: CH05686.11

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Noble

Title: Mayor

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	\$20,881.69
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$6,212.41
Customer Deposits	\$0.00
Customer Balance	\$14,669.28

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$13,113.34
Discounted Customer Price	\$13,113.34

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$13,113.34 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$1,222.44 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 \$611.22 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: ANDY MURPHY , City Of Kingston

EIN:

Facility Address: 467 Broadway Kingston NY 12401-4629

Phone Number: 845-331-1682

Email Address: Julielnoble@kingston-ny.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 acknowledges 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 New Jersey and shall be interpreted in accordance with the laws and regulations of the State of New Jersey, 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

POLICE DEPARTMENT

Julie L. Noble (Energy Coordinator)
City Court
1 Garraghan dr

Kingston, NY 12401-6065
845-481-7339

Julienoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave
Beacon, NY 12508
917-569-4839

walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 8 Delivery Plan
- 9 Participation Agreement
- 12 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$6,006** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

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

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*	
\$ Savings after 1 Month.....	\$500.47
\$ Savings after 1 Year.....	\$6,005.65
\$ Savings after 5 Years.....	\$30,028.25

Total Upgrade Cost	\$24,443.21
Utility Incentive (39%)	\$9,437.45
Your Cost (61%)	\$15,005.76
Est. Annual Savings*	\$6,005.65/yr
Est. Investment Payback**	30 Months
Est. 1st Yr Return on Investment	40%

*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.

** 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.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	27
Est. 1st year return on investment	45%
Deposit (0%)	\$0.00
Total Payment	\$13,414.05

10.61% discount of **\$1,591.71** 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 *	\$1,250.48 per month
Deposit (0%)	\$0.00
Total Payment	\$15,005.76
Monthly Cash Flow	(\$749.65)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$1,250.48** 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*	\$625.24 per month
Deposit (0%)	\$0.00
Total Payment	\$15,005.76
Monthly Cash Flow	(\$124.41)

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$625.24** 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: CITY COURT		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
1	Floor 1: Court Room	A 2x2, 3- U-Lamp T12 Fluorescent Fixture	4	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	4	Watts: 340 Est. Hours: 4,745 kWh:1,612
2	Floor 1: Small Court Room	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	8	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	8	Watts: 415 Est. Hours: 4,745 kWh:1,972
3	Floor 1: Sargeant Office	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 53 Est. Hours: 4,745 kWh:251
4	Floor 1: Men Restroom	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 106 Est. Hours: 3,748 kWh:397
5	Floor 1: Women Restroom	A 2x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 159 Est. Hours: 3,748 kWh:595
6	Floor 1: Office	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 196 Est. Hours: 4,745 kWh:929
7	Floor 1: Office	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 62 Est. Hours: 4,745 kWh:294
8	Floor 1: Corridor	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	4	Watts: 208 Est. Hours: 8,760 kWh:1,820
9	Floor 1: Meeting Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 196 Est. Hours: 4,380 kWh:858
10	Floor 1: Janitor Closet	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 53 Est. Hours: 3,748 kWh:198

Building: CITY COURT		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 1: Stairwell	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	2	Watts: 104 Est. Hours: 8,760 kWh:910
12	Floor 1: Office	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	3	Watts: 294 Est. Hours: 4,745 kWh:1,394
13	Floor 1: Corridor	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	3	Watts: 294 Est. Hours: 8,760 kWh:2,573
14	Floor 1: File Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 196 Est. Hours: 3,748 kWh:734
15	Floor 2: Corridor	A 2x4, 2-Lamp T12 Fluorescent Fixture	5	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	5	Watts: 265 Est. Hours: 8,760 kWh:2,319
16	Floor 2: Kitchen	A 2x4, 3-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED Lamps.	1	Watts: 90 Est. Hours: 3,748 kWh:337
17	Floor 2: Kitchen	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	3	Watts: 186 Est. Hours: 3,748 kWh:696
18	Floor 2: Server Room	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 214 Est. Hours: 3,748 kWh:801
19	Floor 2: Large Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	17	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	17	Watts: 1,665 Est. Hours: 3,748 kWh:6,238
20	Floor 2: Large Room	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 106 Est. Hours: 4,745 kWh:502

Building: CITY COURT		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
21	Floor 2: Judge Office	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	2	Watts: 104 Est. Hours: 4,745 kWh:493
22	Floor 2: Corridor	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	7	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	7	Watts: 363 Est. Hours: 8,760 kWh:3,185
23	Floor 2: Locker Room	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	2	Watts: 104 Est. Hours: 4,745 kWh:493
24	Floor 2: File Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	3	Watts: 294 Est. Hours: 3,748 kWh:1,101
25	Floor 2: Restroom	A 2x4, 3-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 98 Est. Hours: 3,748 kWh:367
26	Floor 2: Library	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	5	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	5	Watts: 260 Est. Hours: 4,745 kWh:1,232
27	Floor 1: Vending Machine	(2) 32w Twin Compact Fluorescent Lamp.	2	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	2	Watts: 64 Est. Hours: 4,380 kWh:280
28	Floor 1: Restroom	A 2x4, 2-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	4	Watts: 216 Est. Hours: 4,380 kWh:945
29	Floor 1: Drug Count	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED RW Lamps.	3	Watts: 270 Est. Hours: 4,380 kWh:1,181
30	Floor 1: Drug Count	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 32 Est. Hours: 4,380 kWh:140

Building: CITY COURT		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
31	Floor 2: Restroom	(2) 32w Twin Compact Fluorescent Lamp.	1	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	1	Watts: 32 Est. Hours: 2,086 kWh:67
32	Floor 2: Judge Office	(2) 32w Twin Compact Fluorescent Lamp.	5	Disconnect Only	5	Watts: 310 Est. Hours: 4,745 kWh:1,469
33	Floor 2: Judge Office	(2) 32w Twin Compact Fluorescent Lamp.	2	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	2	Watts: 64 Est. Hours: 4,797 kWh:307
34	Floor 2: Judge Restroom	(2) 32w Twin Compact Fluorescent Lamp.	1	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	1	Watts: 32 Est. Hours: 2,086 kWh:67
35	Floor 2: Judge Office	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	3	Watts: 159 Est. Hours: 4,745 kWh:754
36	Floor 2: Judge Office	(2) 32w Twin Compact Fluorescent Lamp.	6	Disconnect Only	6	Watts: 372 Est. Hours: 4,745 kWh:1,763
37	Floor 2: Judge Office	(2) 32w Twin Compact Fluorescent Lamp.	3	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	3	Watts: 96 Est. Hours: 4,745 kWh:455
38	Floor 2: Judges Hallway	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	1	Watts: 108 Est. Hours: 4,745 kWh:512
39	Floor 2: Library	(2) 32w Twin Compact Fluorescent Lamp.	2	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	2	Watts: 64 Est. Hours: 4,745 kWh:303
40	Floor 2: Library	(2) 32w Twin Compact Fluorescent Lamp.	8	Disconnect Only	8	Watts: 496 Est. Hours: 4,745 kWh:2,351

Total Purchase Price.	\$24,443.21
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$9,437.45
Customer Price Balance to be paid by Participating Customer directly to Company	\$15,005.76
Annual Total Est. kW Savings *	10.492
Annual Total Est. kWh Savings **	42,898

* 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: POLICE DEPARTMENT
Billing Address: Kingston NY 12401-6065
Central Hudson Customer Name: City Court
Facility Address: 1 Garraghan dr, Kingston, NY, 12401-6065
Phone: 845-481-7339 Fax: (845) 481-7336
E-Mail Address: Juli@noble@kingston-ny.gov
Lime Energy Project Number: CH05686.31

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Noble

Title: Mayor

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	\$24,443.21
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$9,437.45
Customer Deposits	\$0.00
Customer Balance	\$15,005.76

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$13,414.05
Discounted Customer Price	\$13,414.05

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$13,414.05 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$1,250.48 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 \$625.24 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: POLICE DEPARTMENT, City Court

EIN:

Facility Address: 1 Garraghan dr Kingston NY 12401-6065

Phone Number: 845-481-7339

Email Address: Julielnoble@kingston-ny.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 acknowledges 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

BOARD OF PUBLIC WORKS
Julie Noble (Energy Coordinator)
Board Of Public Works
464 Hasbrouck Ave

Kingston, NY 12401-0000
845-331-2490
Julielnoble@kingston-ny.gov

Presented by:

Fred Alvarado
Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave
Beacon, NY 12508
917-569-4839
walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 8 Delivery Plan
- 9 Participation Agreement
- 12 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$11,088** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

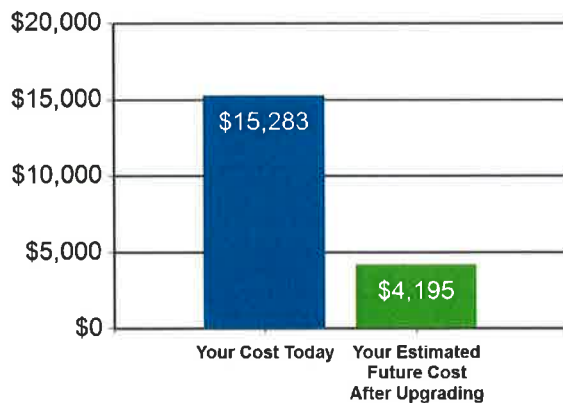
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$923.98

\$ Savings after
1 Year..... \$11,087.72

\$ Savings after
5 Years..... \$55,438.60

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$45,492.28
Utility Incentive (38%)	\$17,423.56
Your Cost (62%)	\$28,068.72
Est. Annual Savings*	\$11,087.72/yr
Est. Investment Payback**	30 Months
Est. 1st Yr Return on Investment	40%

*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.

** 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.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	26
Est. 1st year return on investment	47%
Deposit (0%)	\$0.00
Total Payment	\$25,091.39

10.61% discount of **\$2,977.33** 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 *	\$2,339.06 per month
Deposit (0%)	\$0.00
Total Payment	\$28,068.72
Monthly Cash Flow	(\$1,360.64)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$2,339.06** 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*	\$1,169.53 per month
Deposit (0%)	\$0.00
Total Payment	\$28,068.72
Monthly Cash Flow	(\$191.11)

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$1,169.53** 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: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Main Entry	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 2,503 kWh:133
2	Floor 1: Foreman office	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 2,972 kWh:316
3	Floor 1: Coffee Room	A 1x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 30 Est. Hours: 2,972 kWh:89
4	Floor 1: Breakroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	5	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	5	Watts: 265 Est. Hours: 2,972 kWh:789
5	Floor 1: Breakroom	A 1x8, 4-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	2	Watts: 212 Est. Hours: 2,972 kWh:631
6	Floor 1: Kitchen	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 2,972 kWh:158
7	Floor 1: Boiler Room	A 1x8, 4-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	1	Watts: 107 Est. Hours: 521 kWh:55
8	Floor 1: Men Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 2,503 kWh:133
9	Floor 1: Women Restroom	A 75w Incandescent Fixture	1	will be replaced with an 15w Dimming LED A-Lamp.	1	Watts: 58 Est. Hours: 521 kWh:30
10	Floor 1: Garage	A 400w Metal Halide Fixture	8	LED 90W Susp Highbay	8	Watts: 2,843 Est. Hours: 2,503 kWh:7,116

Building: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	
11	DPW Bus Wash: Bus Wash	A 1x8, 4-Lamp T12 Fluorescent Fixture	8	New 8FT VAPORTITE LED, 7,340 LUMEN	8	Watts: 780 Est. Hours: 6,456 kWh:5,038
12	DPW Bus Mainrenance: Small Garage	A 1x4, 2-Lamp T12 Fluorescent Fixture	5	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	5	Watts: 265 Est. Hours: 2,503 kWh:665
13	DPW Bus Mainrenance: Breakroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	5	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	5	Watts: 265 Est. Hours: 2,503 kWh:665
14	DPW Bus Mainrenance: Parts Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	14	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	14	Watts: 744 Est. Hours: 2,503 kWh:1,861
15	DPW Bus Mainrenance: Parts Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 521 kWh:28
16	DPW Bus Mainrenance: Electrical Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 521 kWh:55
17	DPW Bus Mainrenance: Shop Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 991 kWh:53
18	DPW Bus Mainrenance: Work Benches	A 1x4, 2-Lamp T12 Fluorescent Fixture	11	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	11	Watts: 584 Est. Hours: 2,503 kWh:1,462
19	DPW Bus Mainrenance: Wallmounts	A 1x4, 2-Lamp T12 Fluorescent Fixture	5	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	5	Watts: 265 Est. Hours: 2,503 kWh:665
20	DPW Bus Mainrenance: Tire Room	A 1x8, 4-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED RW Lamps.	3	Watts: 296 Est. Hours: 2,503 kWh:740

Building: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
21	DPW Bus Mainrenance: Tire Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 2,503 kWh:133
22	DPW Bus Mainrenance: Workshop	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	6	Watts: 255 Est. Hours: 8,760 kWh:2,233
23	DPW Bus Mainrenance: Workshop	A 400w Metal Halide Fixture	36	LED 135W Susp Highbay	36	Watts: 11,229 Est. Hours: 2,503 kWh:28,105
24	DPW Bus Mainrenance: Restroom Hallway	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 2,503 kWh:133
25	DPW Bus Mainrenance: Landing	A 75w Incandescent Fixture	1	will be replaced with an 15w Dimming LED A-Lamp.	1	Watts: 58 Est. Hours: 2,503 kWh:145
26	DPW Bus Mainrenance: Landing	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 2,503 kWh:133
27	DPW Bus Mainrenance: 2nd Flr Parts	A 1x4, 2-Lamp T12 Fluorescent Fixture	8	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	8	Watts: 425 Est. Hours: 2,503 kWh:1,063
28	DPW Bus Mainrenance: Sweeney Office	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 2,503 kWh:266
29	DPW Bus Mainrenance: Weldind Area	A 1x8, 4-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	4	Watts: 425 Est. Hours: 2,086 kWh:886
30	DPW Bus Mainrenance: Weldind Area	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 2,086 kWh:111

Building: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
31	DPW Bus Mainrenance: Weldind Area	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	4	Watts: 212 Est. Hours: 2,086 kWh:443
32	DPW Bus Mainrenance: Weldind Area	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Replaced with a New 1x4 Standard Industrial Strip Containing (1) 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 42 Est. Hours: 2,086 kWh:89
33	Floor 1: Boiler Room	Lift Required for installation	1	Scissor Lift Rental 1 Month	1	Watts: 0 Est. Hours: 6,456 kWh:0
34	Floor 1: Boiler Room	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 6,456 kWh:0
35	Exterior: Pole Fixture	A 1000w Metal Halide Fixture	3	LED AREA, FLOOD, 215W, 4000K	3	Watts: 2,350 Est. Hours: 4,380 kWh:10,291
36	Exterior: Flood Fixtures	A 1000w Metal Halide Fixture	4	LED AREA, FLOOD, 215W, 4000K	4	Watts: 3,133 Est. Hours: 4,380 kWh:13,721
37	Exterior: Cobra Fixture	A 250w Metal Halide Fixture	1	will be replaced with a new 101 watt LED Cobra Head, Silver, 4000K	1	Watts: 175 Est. Hours: 4,380 kWh:765
37	Exterior: Pole Fixture	Ref - Line Item 37	3	Exterior fixture twist lock photocell	3	Watts: 0 Est. Hours: 0 kWh:0
38	Exterior: Flood Fixtures	Ref - Line Item 38	4	Exterior fixture twist lock photocell	4	Watts: 0 Est. Hours: 0 kWh:0
39	Exterior: Cobra Fixture	Ref - Line Item 39	1	Exterior fixture twist lock photocell	1	Watts: 0 Est. Hours: 0 kWh:0

Total Purchase Price.	\$45,492.28
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$17,423.56
Customer Price Balance to be paid by Participating Customer directly to Company	\$28,068.72
Annual Total Est. kW Savings *	25.050
Annual Total Est. kWh Savings **	79,198

* 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: BOARD OF PUBLIC WORKS

Billing Address: 25 E Oreilly st Kingston NY 12401-0000

Central Hudson Customer Name: Board Of Public Works

Facility Address: 464 Hasbrouck Ave, Kingston, NY, 12401-0000

Phone: 845-331-2490 Fax: (845) 331-2490

E-Mail Address: Julielnoble@kingston-ny.gov

Lime Energy Project Number: CH04199.1

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Nolle

Title: Mayor

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	\$45,492.28
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$17,423.56
Customer Deposits	\$0.00
Customer Balance	\$28,068.72

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$25,091.39
Discounted Customer Price	\$25,091.39

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$25,091.39 paid upon completion of the Work. This remaining balance includes the 10.61% discount.



12 Payments. Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$2,339.06 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 \$1,169.53 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: BOARD OF PUBLIC WORKS

EIN:

Facility Address: 464 Hasbrouck Ave Kingston NY 12401-0000

Phone Number: 845-331-2490

Email Address: Julielnoble@kingston-ny.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 acknowledges 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 New Jersey and shall be interpreted in accordance with the laws and regulations of the State of New Jersey, 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

**KINGSTON DPW WILBUR AVE
CAMPUS**

Julie L. Noble (Energy Coordinator)
City Of Kingston
454 Wilbur Ave

Kingston, NY 12401-0000
845-331-2490
julienoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave
Beacon, NY 12508
917-569-4839
walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 6 Delivery Plan
- 7 Participation Agreement
- 10 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$1,355** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$112.92

\$ Savings after
1 Year..... \$1,354.99

\$ Savings after
5 Years..... \$6,774.95

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$8,320.07
Utility Incentive (38%)	\$3,193.91
Your Cost (62%)	\$5,126.16
Est. Annual Savings*	\$1,354.99/yr
Est. 1st Yr Return on Investment	26%

*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 *	37
Est. 1st year return on investment	33%
Deposit (0%)	\$0.00
Total Payment	\$4,582.37

10.61% discount of **\$543.79** 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 *	\$427.18 per month
Deposit (0%)	\$0.00
Total Payment	\$5,126.16
Monthly Cash Flow	(\$302.76)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$427.18** 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*	\$213.59 per month
Deposit (0%)	\$0.00
Total Payment	\$5,126.16
Monthly Cash Flow	(\$89.17)

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$213.59** 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: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Brick Building: Break/Locker Romm	A 1x8, 4-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	4	Watts: 425 Est. Hours: 1,043 kWh:443
2	Brick Building: Storage	A 1x4, 4-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	1	Watts: 105 Est. Hours: 1,043 kWh:109
3	Brick Building: Spiral Stairs	A 18w Twin Compact Fluorescent Lamp.	1	will be replaced with an 9.5w Dimming LED A-Lamp.	1	Watts: 14 Est. Hours: 1,043 kWh:15
4	Brick Building: Lower Level	A 1x8, 4-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	2	Watts: 212 Est. Hours: 1,043 kWh:222
5	Brick Building: Lower Level	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 1,043 kWh:55
6	Brick Building: Lower Level	A 50w R20 Incandescent Fixture	1	will be replaced with an 8w Par20 Dimming LED Lamp.	1	Watts: 38 Est. Hours: 1,043 kWh:40
7	Exterior: Brick Building	A 100w Metal Halide Fixture	1	will be replaced with a New LED 18W Flood	1	Watts: 99 Est. Hours: 4,380 kWh:434
7	Exterior: Brick Building	Ref - Line Item 7	1	Photocell 120V 1800W	1	Watts: 0 Est. Hours: 0 kWh:0
8	Exterior: Pole Fixture	A 250w Metal Halide Fixture	1	will be replaced with a new 101 watt LED Cobra Head, Silver, 4000K	1	Watts: 175 Est. Hours: 4,380 kWh:765
8	Exterior: Pole Fixture	Ref - Line Item 8	1	Exterior fixture twist lock photocell	1	Watts: 0 Est. Hours: 0 kWh:0

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
9	Exterior: Pump Shed	A 150w Metal Halide Fixture	2	will be replaced with a New LED 30W Wall Pack, 5000k, Carbon Bronze, Photocell 120V	2	Watts: 288 Est. Hours: 4,380 kWh:1,261
9	Exterior: Pump Shed	Ref - Line Item 9	2	Integrated Fixture Sensor - Photocell	2	Watts: 0 Est. Hours: 0 kWh:0
10	Exterior: Salt Shed	A 400w Metal Halide Fixture	2	LED 135W Susp Highbay, Wire Guard	2	Watts: 581 Est. Hours: 4,380 kWh:2,547
11	Brick Building: Pump Shed	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	3	Watts: 160 Est. Hours: 1,043 kWh:166
12	Brick Building: Lower Level	Lift Required for installation	1	Articulating Lift Rental 1 Day	1	Watts: 0 Est. Hours: 6,631 kWh:0
13	Brick Building: Lower Level	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 6,631 kWh:0
14	Exterior: Pole Fixture	A 1000w Metal Halide Fixture	1	LED AREA, FLOOD, 160W, 4000K	1	Watts: 827 Est. Hours: 4,380 kWh:3,622
14	Exterior: Pole Fixture	Ref - Line Item 14	1	Photocell 120V 1800W	1	Watts: 0 Est. Hours: 0 kWh:0

Total Purchase Price.	\$8,320.07
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$3,193.91
Customer Price Balance to be paid by Participating Customer directly to Company	\$5,126.16
Annual Total Est. kW Savings *	1.251
Annual Total Est. kWh Savings **	9,679

* 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: KINGSTON DPW WILBUR AVE CAMPUS
Billing Address: 25 E Oreilly st Kingston NY 12401-0000
Central Hudson Customer Name: City Of Kingston
Facility Address: 454 Wilbur Ave, Kingston, NY, 12401-0000
Phone: 845-331-2490 Fax: (845) 331-2490
E-Mail Address: julielnoble@kingston-ny.gov
Lime Energy Project Number: CH05685.35


SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$8,320.07
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$3,193.91
Customer Deposits	\$0.00
Customer Balance	\$5,126.16

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$4,582.37
Discounted Customer Price	\$4,582.37

PARTICIPATING CUSTOMER

Signature: 
Date: 12/12/18
Print Name: Steven T. Noble
Title: Mayor

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.

LIME ENERGY SERVICES CO.

Name: Fred Alvarado
Title: Energy Service Representative
Address: 123 Rombout Ave Beacon, NY 12508
Telephone/Fax: (917)569-4839 / (845) 625-1532
Email: walvarado@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 \$4,582.37 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$427.18 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 \$213.59 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 the 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: KINGSTON DPW WILBUR AVE CAMPUS, City Of Kingston

EIN:

Facility Address: 454 Wilbur Ave Kingston NY 12401-0000

Phone Number: 845-331-2490

Email Address: julielnoble@kingston-ny.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 acknowledges 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 New Jersey and shall be interpreted in accordance with the laws and regulations of the State of New Jersey, 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

**EVERETTE HODGE COMMUNITY
CETER**

Julie L. Noble (Energy Coordinator)
City Of Kingston
21 Franklin st

Kingston, NY 12401-0000

845-331-0682

Julielnoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave

Beacon, NY 12508

917-569-4839

walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 6 Delivery Plan
- 7 Participation Agreement
- 10 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$1,603** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

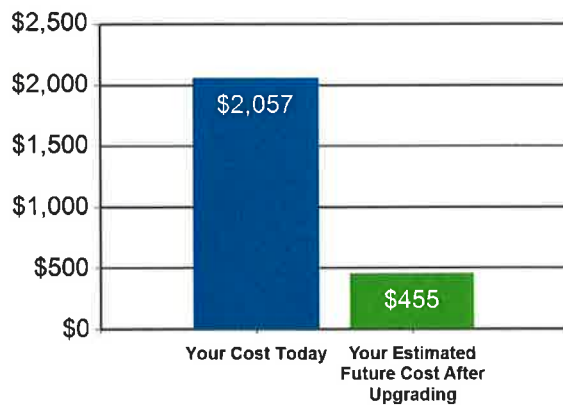
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$133.57

\$ Savings after
1 Year..... \$1,602.81

\$ Savings after
5 Years..... \$8,014.05

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$10,163.68
Utility Incentive (28%)	\$2,862.16
Your Cost (72%)	\$7,301.52
Est. Annual Savings*	\$1,602.81/yr
Est. 1st Yr Return on Investment	22%

*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. 1st year return on investment	25%
Deposit (0%)	\$0.00
Total Payment	\$6,527.00

10.61% discount of **\$774.52** if you pay upgrade in full after completion

Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$608.46 per month
Deposit (0%)	\$0.00
Total Payment	\$7,301.52
Monthly Cash Flow	(\$473.13)

* **12 Payments.** Customer Deposit of **\$0.00** upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$608.46** 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*	\$304.23 per month
Deposit (0%)	\$0.00
Total Payment	\$7,301.52
Monthly Cash Flow	(\$168.90)

* **24 Payments.** Customer Deposit of **\$0.00** upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$304.23** 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: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
1	Exterior: Bldg	A 250w Metal Halide Fixture	4	will be replaced with a New LED 40W Wall Pack, 5000k, Carbon Bronze, 120V Photocell	4	Watts: 1,007 Est. Hours: 4,380 kWh:4,411
2	Exterior: Bldg	A 150w Metal Halide Fixture	4	will be replaced with a New LED 18W Flood	4	Watts: 679 Est. Hours: 3,066 kWh:3,069
3	Floor 1: Reck Room	A 18w Twin Compact Fluorescent Lamp.	4	will be replaced with an 15w Dimming LED A-Lamp.	4	Watts: 36 Est. Hours: 3,129 kWh:111
4	Floor 1: Hallway	A 2x2, 2-Lamp T12 Fluorescent Fixture	5	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	5	Watts: 153 Est. Hours: 3,129 kWh:479
5	Floor 1: Computer Room	A 2x4, 2-Lamp T12 Fluorescent Fixture	12	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	12	Watts: 628 Est. Hours: 3,129 kWh:1,965
5	Exterior: Bldg	Ref - Line Item 5	4	Integrated Fixture Sensor - Photocell	4	Watts: 0 Est. Hours: 0 kWh:0
6	Floor 1: Community Room	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 105 Est. Hours: 3,129 kWh:327
7	Floor 1: Lower Level	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 30 Est. Hours: 2,086 kWh:64
7	Exterior: Bldg	Ref - Line Item 7	4	Photocell 120V 1800W	4	Watts: 0 Est. Hours: 0 kWh:0
8	Floor 1: Family of Woodstock	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 30 Est. Hours: 2,086 kWh:64

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
9	Floor 1: Restrooms	A 18w Twin Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 17 Est. Hours: 521 kWh:9
10	Floor 1: Kitchen	A 2x2, 2-Lamp T12 Fluorescent Fixture	10	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	10	Watts: 307 Est. Hours: 1,043 kWh:319
11	Floor 1: Lounge	A 2x2, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	2	Watts: 62 Est. Hours: 521 kWh:32
12	Floor 1: Office	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 30 Est. Hours: 2,086 kWh:64
13	Floor 1: Parks & Recreations	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 30 Est. Hours: 1,043 kWh:32
14	Writing Center: Workshop	A 2x2, 2-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	6	Watts: 184 Est. Hours: 1,043 kWh:192
15	Writing Center: Workshop	A 18w Twin Compact Fluorescent Lamp.	6	will be replaced with an 9.5w Dimming LED A-Lamp.	6	Watts: 86 Est. Hours: 1,043 kWh:90
16	Floor 1: Adult Literacy	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 2,086 kWh:222

Total Purchase Price.	\$10,163.68
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$2,862.16
Customer Price Balance to be paid by Participating Customer directly to Company	\$7,301.52
Annual Total Est. kW Savings *	2.194
Annual Total Est. kWh Savings **	11,449

* 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.

Surveyed (Not Included in Proposal)

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Notes
6	Exterior: Bldg	A 250w Metal Halide Fixture	6	will be replaced with a New LED 40W Garage Fixture, 5000k, Carbon Bronze	6	

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: EVERETTE HODGE COMMUNITY CETER

Billing Address: 25 E Oreilly st Kingston NY 12401-0000

Central Hudson Customer Name: City Of Kingston

Facility Address: 21 Franklin st, Kingston, NY, 12401-0000

Phone: 845-331-0682 Fax: (845) 331-0682

E-Mail Address: Juli@noble@kingston-ny.gov

Lime Energy Project Number: CH05686.12

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Nale

Title: Mayor

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	\$10,163.68
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$2,862.16
Customer Deposits	\$0.00
Customer Balance	\$7,301.52

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$6,527.00
Discounted Customer Price	\$6,527.00

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$6,527.00 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$608.46 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 \$304.23 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 the 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: EVERETTE HODGE COMMUNITY CETER, City Of Kingston

EIN:

Facility Address: 21 Franklin st Kingston NY 12401-0000

Phone Number: 845-331-0682

Email Address: Julielnoble@kingston-ny.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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

POLICE DEPARTMENT

Julie L. Noble (Energy Coordinator)
Police Dept.
1 Garraghan dr

Kingston, NY 12401-6065

845-481-7339

Julielnoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave

Beacon, NY 12508

917-569-4839

walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 11 Delivery Plan
- 12 Participation Agreement
- 15 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$18,690** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

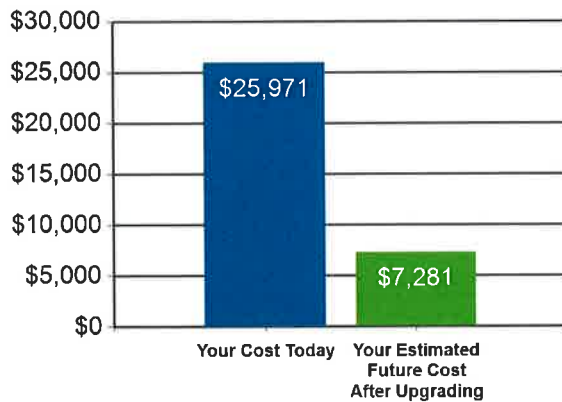
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$1,557.52

\$ Savings after
1 Year..... \$18,690.21

\$ Savings after
5 Years..... \$93,451.05

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$53,166.09
Utility Incentive (55%)	\$29,370.33
Your Cost (45%)	\$23,795.76
Est. Annual Savings*	\$18,690.21/yr
Est. Investment Payback**	15 Months
Est. 1st Yr Return on Investment	79%

*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.

** 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.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	13
Est. 1st year return on investment	90%
Deposit (0%)	\$0.00
Total Payment	\$21,271.61

10.61% discount of **\$2,524.15** 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 *	\$1,982.98 per month
Deposit (0%)	\$0.00
Total Payment	\$23,795.76
Monthly Cash Flow	(\$394.81)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$1,982.98** 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*	\$991.49 per month
Deposit (0%)	\$0.00
Total Payment	\$23,795.76
Monthly Cash Flow	\$596.68

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$991.49** 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: POLICE DEPT.		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
1	Floor 1: Dept Entrance	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
2	Floor 1: Restroom	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	2	Watts: 123 Est. Hours: 7,665 kWh:938
3	Floor 1: Corridor	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	3	Watts: 290 Est. Hours: 7,665 kWh:2,225
4	Floor 1: Waiting Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
5	Floor 1: Booking Area	A 2x4, 3-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	4	Watts: 387 Est. Hours: 7,665 kWh:2,967
6	Floor 1: Holding Tank	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 126 Est. Hours: 7,665 kWh:969
7	Floor 1: Carport	A 1x4, 4-Lamp T12 Fluorescent Fixture	12	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	12	Watts: 1,304 Est. Hours: 7,665 kWh:9,989
8	Floor 1: Sprinkler Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 53 Est. Hours: 1,251 kWh:67
9	Floor 1: Boiler Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 3,129 kWh:605
10	Floor 1: Boiler Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 109 Est. Hours: 7,665 kWh:832

Building: POLICE DEPT.		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 1: Boiler Room	A 1x4, 4-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	4	Watts: 435 Est. Hours: 7,665 kWh:3,330
12	Floor 1: Cell Block	A 1x4, 1-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED Lamp.	4	Watts: 142 Est. Hours: 7,665 kWh:1,090
13	Floor 1: Cells	A 1x4, 3-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED Lamps.	4	Watts: 355 Est. Hours: 7,665 kWh:2,724
14	Floor 1: Property Room	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 105 Est. Hours: 7,665 kWh:802
15	Floor 1: Corridor	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	15	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	15	Watts: 770 Est. Hours: 7,665 kWh:5,903
16	Floor 1: Female Cell Block	A 1x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 211 Est. Hours: 7,665 kWh:1,619
17	Floor 1: Female Cells	A 1x4, 3-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED RW Lamps.	2	Watts: 178 Est. Hours: 7,665 kWh:1,362
18	Floor 1: Supervisor Locker	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
19	Floor 1: Patrol Locker	A 2x4, 3-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	6	Watts: 580 Est. Hours: 7,665 kWh:4,450
20	Floor 1: Patrol Locker	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 52 Est. Hours: 7,665 kWh:401

Building: POLICE DEPT.		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
21	Floor 1: Restroom	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED Lamps.	2	Watts: 178 Est. Hours: 7,665 kWh:1,362
22	Floor 1: Arms Room	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 31 Est. Hours: 7,665 kWh:242
23	Floor 1: Interview Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
24	Floor 1: Lunch Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
25	Floor 1: Line Up Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	6	Watts: 580 Est. Hours: 7,665 kWh:4,450
26	Floor 1: Janitor Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 1,564 kWh:85
27	Floor 1: Ammo Room	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 7,665 kWh:416
28	Floor 1: Ammo Room	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Ballast, (1) 2x2 Reflector Kit and (2) 2' T8 LED Lamps.	1	Watts: 61 Est. Hours: 7,665 kWh:469
29	Floor 1: Dispatcher	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
30	Floor 1: Dispatcher	A 65w Incandescent Fixture	4	will be replaced with a 12w Par30 Dimming LED Lamp.	4	Watts: 210 Est. Hours: 7,665 kWh:1,604

Building: POLICE DEPT.		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
31	Floor 1: Supervisor	A 2x4, 3-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	4	Watts: 387 Est. Hours: 7,665 kWh:2,967
32	Floor 1: Supervisor	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 52 Est. Hours: 7,665 kWh:401
33	Floor 1: Supervisor	A 65w Incandescent Fixture	4	will be replaced with a 12w Par30 Dimming LED Lamp.	4	Watts: 210 Est. Hours: 7,665 kWh:1,604
34	Floor 1: Luetitent Office	A 2x4, 3-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 96 Est. Hours: 7,665 kWh:742
35	Floor 1: Women Locker	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
36	Floor 1: Supply Closet	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 2,346 kWh:454
37	Floor 1: Women Locker	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	1	Watts: 51 Est. Hours: 7,665 kWh:394
38	Floor 1: Stairwell	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED Lamp.	1	Watts: 35 Est. Hours: 7,665 kWh:272
39	Floor 2: Corridor	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	17	will be Retrofit with a 3-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (3) 2' T8 LED Lamps.	17	Watts: 872 Est. Hours: 7,665 kWh:6,690
40	Floor 2: Room 124	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	3	Watts: 290 Est. Hours: 7,665 kWh:2,225

Building: POLICE DEPT.		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
41	Floor 2: Room 125	A 2x4, 3-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	6	Watts: 580 Est. Hours: 7,665 kWh:4,450
42	Floor 2: Room 126	A 2x4, 3-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	6	Watts: 580 Est. Hours: 7,665 kWh:4,450
43	Floor 2: Room 132	A 2x4, 3-Lamp T12 Fluorescent Fixture	9	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	9	Watts: 871 Est. Hours: 7,665 kWh:6,675
44	Floor 2: Room 135	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 194 Est. Hours: 7,665 kWh:1,483
45	Floor 2: Room 137	A 2x4, 3-Lamp T12 Fluorescent Fixture	5	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	5	Watts: 484 Est. Hours: 7,665 kWh:3,708
46	Floor 2: Room 139	A 2x4, 3-Lamp T12 Fluorescent Fixture	10	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	10	Watts: 967 Est. Hours: 7,665 kWh:7,416
47	Floor 2: Room 140	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 61 Est. Hours: 7,665 kWh:469
48	Floor 2: Room 140	A 1x4, 3-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED Lamps.	1	Watts: 89 Est. Hours: 7,665 kWh:681
49	Floor 2: Room 144	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	2	Watts: 123 Est. Hours: 7,665 kWh:938
50	Floor 2: Detective Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	9	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	9	Watts: 871 Est. Hours: 7,665 kWh:6,675

Building: POLICE DEPT.		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
51	Floor 2: Supply Closet	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	2	Watts: 123 Est. Hours: 1,825 kWh:223
52	Floor 2: Women Restroom	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 204 Est. Hours: 7,665 kWh:1,559
53	Exterior: Floods	A 250w Metal Halide Fixture	2	LED AREA, FLOOD, 60W, 4000K	2	Watts: 421 Est. Hours: 4,693 kWh:1,975
53	Exterior: Floods	Ref - Line Item 53	2	Exterior fixture twist lock photocell	2	Watts: 0 Est. Hours: 0 kWh:0
54	Exterior: Wallpack	A 150w Metal Halide Fixture	3	will be replaced with a New LED 40W Wall Pack, 5000k, Carbon Bronze, 120V Photocell	3	Watts: 405 Est. Hours: 4,693 kWh:1,901
55	Exterior: Pole Fixture	A 250w Metal Halide Fixture	7	will be replaced with a new 101 watt LED Cobra Head, Silver, 4000K	7	Watts: 1,223 Est. Hours: 4,693 kWh:5,736
55	Exterior: Pole Fixture	Ref - Line Item 55	7	Exterior fixture twist lock photocell	7	Watts: 0 Est. Hours: 0 kWh:0
56	Floor 1: Luetitent Office	Lift Required for installation	1	Articulating Lift Rental 2 Day	1	Watts: 0 Est. Hours: 7,665 kWh:0
57	Floor 1: Luetitent Office	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 7,665 kWh:0
58	Floor 1: ESU Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED RW Lamps.	3	Watts: 267 Est. Hours: 2,086 kWh:556

Building: POLICE DEPT.		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
59	Floor 1: Evidence Room	A 2x4, 3-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED RW Lamps.	1	Watts: 89 Est. Hours: 2,086 kWh:185
60	Floor 1: Evidence Process	A 2x4, 3-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED RW Lamps.	1	Watts: 89 Est. Hours: 2,086 kWh:185
61	Floor 2: Detective/Luetitent	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 7,665 kWh:817
62	Floor 2: Room 130	(2) 32w Twin Compact Fluorescent Lamp.	1	will be replaced with a New LED 30W LED 2x2 Prismatic Troffer	1	Watts: 31 Est. Hours: 7,665 kWh:242
63	Floor 2: Room 129	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 7,665 kWh:817
64	Floor 2: Room 123	A 2x4, 3-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED RW Lamps.	2	Watts: 178 Est. Hours: 7,665 kWh:1,362
65	Floor 2: Room 138	A 2x4, 3-Lamp T12 Fluorescent Fixture	6	will be Relamped with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED RW Lamps.	6	Watts: 533 Est. Hours: 7,665 kWh:4,087
66	Floor 2: Room 131	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 7,665 kWh:817
67	Floor 2: Room 138	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 7,665 kWh:817
68	Floor 1: Locke Room	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 31 Est. Hours: 7,665 kWh:242

Total Purchase Price.	\$53,166.09
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$29,370.33
Customer Price Balance to be paid by Participating Customer directly to Company	\$23,795.76
Annual Total Est. kW Savings *	20.561
Annual Total Est. kWh Savings **	133,502

* 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: POLICE DEPARTMENT
Billing Address: Kingston NY 12401-6065
Central Hudson Customer Name: Police Dept.
Facility Address: 1 Garraghan dr, Kingston, NY, 12401-6065
Phone: 845-481-7339 Fax: (845) 481-7336
E-Mail Address: Julienoble@kingston-ny.gov
Lime Energy Project Number: CH05686.30

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Noble

Title: Mayor

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	\$53,166.09
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$29,370.33
Customer Deposits	\$0.00
Customer Balance	\$23,795.76

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$21,271.61
Discounted Customer Price	\$21,271.61

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$21,271.61 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$1,982.98 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 \$991.49 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 the 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 supercedes 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: POLICE DEPARTMENT, Police Dept.

EIN:

Facility Address: 1 Garraghan dr Kingston NY 12401-6065

Phone Number: 845-481-7339

Email Address: Julielnoble@kingston-ny.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%).

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 acknowledges 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

**KINGSTON RONDOUT FIRE
STATION**

Julie L. Noble (Energy Coordinator)
Kingston Rondout Fire Station
5 Garraghan dr

Kingston, NY 12401-6003
845-481-7339
julienoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave
Beacon, NY 12508
917-569-4839
walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 7 Delivery Plan
- 8 Participation Agreement
- 11 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$4,422** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

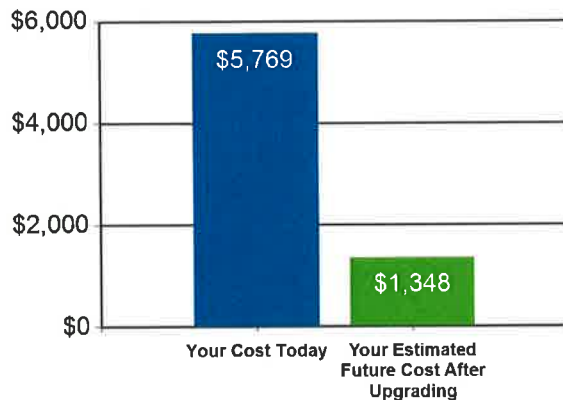
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$368.50

\$ Savings after
1 Year..... \$4,421.97

\$ Savings after
5 Years..... \$22,109.85

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$17,933.61
Utility Incentive (39%)	\$6,948.81
Your Cost (61%)	\$10,984.80
Est. Annual Savings*	\$4,421.97/yr
Est. Investment Payback**	30 Months
Est. 1st Yr Return on Investment	40%

*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.

** 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.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	26
Est. 1st year return on investment	46%
Deposit (0%)	\$0.00
Total Payment	\$9,819.55

10.61% discount of **\$1,165.25** 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 *	\$915.40 per month
Deposit (0%)	\$0.00
Total Payment	\$10,984.80
Monthly Cash Flow	(\$537.32)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$915.40** 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*	\$457.70 per month
Deposit (0%)	\$0.00
Total Payment	\$10,984.80
Monthly Cash Flow	(\$79.62)

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$457.70** 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: KINGSTON RONDOUT FIRE STATION		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Bay Area	A 2x4, 2-Lamp T12 Fluorescent Fixture	14	will be replaced with a New LED 30W LED 2x4 Prismatic Troffer	14	Watts: 691 Est. Hours: 4,380 kWh:3,027
2	Floor 1: Bay Area	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	1	Watts: 37 Est. Hours: 7,665 kWh:284
3	Floor 1: Firemen Coat Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 4,380 kWh:238
4	Floor 1: Firemen Coat Room	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	1	Watts: 37 Est. Hours: 7,665 kWh:284
5	Floor 1: Dispatcher	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	4	Watts: 217 Est. Hours: 4,380 kWh:951
6	Floor 1: Side Entry	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	1	Watts: 37 Est. Hours: 2,920 kWh:108
7	Floor 1: Hallway	A 1x4, 1-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	2	Watts: 74 Est. Hours: 991 kWh:73
8	Floor 1: Shower Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 521 kWh:28
9	Floor 1: Men Restroom	A 1x4, 1-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	2	Watts: 74 Est. Hours: 521 kWh:39
10	Floor 1: Exercise Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	6	Watts: 326 Est. Hours: 521 kWh:170

Building: KINGSTON RONDOUT FIRE STATION		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 1: Men Restroom	A 1x3, 1-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	1	Watts: 29 Est. Hours: 521 kWh:15
12	Floor 1: Lounge	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	4	Watts: 217 Est. Hours: 1,043 kWh:227
13	Buildings Dept.: Main Entry	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 126 Est. Hours: 7,665 kWh:969
14	Buildings Dept.: Offices	A 2x4, 4-Lamp T12 Fluorescent Fixture	20	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	20	Watts: 2,527 Est. Hours: 7,665 kWh:19,373
15	Buildings Dept.: Breakroom	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 126 Est. Hours: 7,665 kWh:969
16	Buildings Dept.: Hallway	A 1x2, 1-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 1-Lamp Electronic Low Power Ballast and (1) 2' T8 LED Lamp.	1	Watts: 16 Est. Hours: 7,665 kWh:121
17	Buildings Dept.: Hallway	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	1	Watts: 37 Est. Hours: 7,665 kWh:284
18	Exterior: Wallpack	A 100w Metal Halide Fixture	4	will be replaced with a New LED 18W Flood	4	Watts: 396 Est. Hours: 4,693 kWh:1,858
19	Exterior: Wallpack	A 100w Metal Halide Fixture	2	will be replaced with a New LED 18W Flood	2	Watts: 198 Est. Hours: 4,693 kWh:929
19	Exterior: Wallpack	Ref - Line Item 19	4	Photocell 120V 1800W	4	Watts: 0 Est. Hours: 0 kWh:0

Building: KINGSTON RONDOUT FIRE STATION		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
20	Exterior: Pole Fixture	A 250w Metal Halide Fixture	2	will be replaced with a new 101 watt LED Cobra Head, Silver, 4000K	2	Watts: 349 Est. Hours: 4,693 kWh:1,639
20	Exterior: Wallpack	Ref - Line Item 20	2	Photocell 120V 1800W	2	Watts: 0 Est. Hours: 0 kWh:0
21	Buildings Dept.: Breakroom	Lift Required for installation	1	Scissor Lift Rental 1 Day	1	Watts: 0 Est. Hours: 7,665 kWh:0
21	Exterior: Pole Fixture	Ref - Line Item 21	2	Exterior fixture twist lock photocell	2	Watts: 0 Est. Hours: 0 kWh:0
22	Buildings Dept.: Breakroom	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 7,665 kWh:0

Total Purchase Price.	\$17,933.61
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$6,948.81
Customer Price Balance to be paid by Participating Customer directly to Company	\$10,984.80
Annual Total Est. kW Savings *	5.690
Annual Total Est. kWh Savings **	31,586

* 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.

Surveyed (Not Included in Proposal)

Building: KINGSTON RONDOUT FIRE STATION		Existing Fixture		Proposed Fixture		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Notes
8	Floor 1: Kitchen	A 1x4, 1-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 1- Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	4	

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: KINGSTON RONDOUT FIRE STATION
Billing Address: 19 E Oreilly st Kingston NY 12401-4643
Central Hudson Customer Name: Kingston Rondout Fire Station
Facility Address: 5 Garraghan dr, Kingston, NY, 12401-6003
Phone: 845-481-7339 Fax:
E-Mail Address: julienoble@kingston-ny.gov
Lime Energy Project Number: CH05686.28

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Noble

Title: Mayor

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	\$17,933.61
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$6,948.81
Customer Deposits	\$0.00
Customer Balance	\$10,984.80

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$9,819.55
Discounted Customer Price	\$9,819.55

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$9,819.55 paid upon completion of the Work. This remaining balance includes the 10.61% discount.



12 Payments. Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$915.40 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 \$457.70 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: KINGSTON RONDOUT FIRE STATION

EIN:

Facility Address: 5 Garraghan dr Kingston NY 12401-6003

Phone Number: 845-481-7339

Email Address: julienoble@kingston-ny.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 New Jersey and shall be interpreted in accordance with the laws and regulations of the State of New Jersey, 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

TRANSFER STATION

Julie L. Noble (Energy Coordinator)
City Of Kingston
380 Boulevard

Kingston, NY 12401-0000
845-481-7339

JulieL Noble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave
Beacon, NY 12508
917-569-4839

walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 6 Delivery Plan
- 7 Participation Agreement
- 10 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$1,611** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

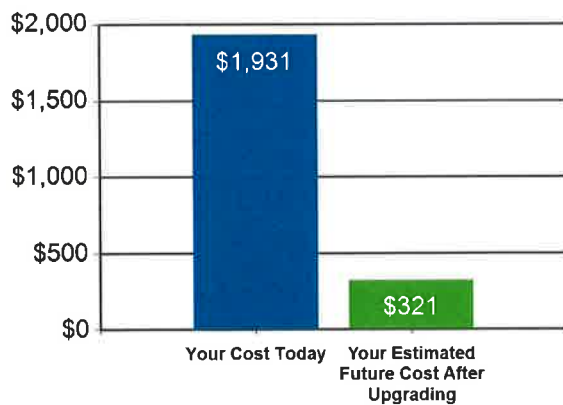
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$134.22

\$ Savings after
1 Year..... \$1,610.65

\$ Savings after
5 Years..... \$8,053.25

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$9,780.95
Utility Incentive (26%)	\$2,531.03
Your Cost (74%)	\$7,249.92
Est. Annual Savings*	\$1,610.65/yr
Est. 1st Yr Return on Investment	22%

*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. 1st year return on investment	27%
Deposit (0%)	\$0.00
Total Payment	\$6,480.98
10.61% discount of \$768.94 if you pay upgrade in full after completion	

Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$604.16 per month
Deposit (0%)	\$0.00
Total Payment	\$7,249.92
Monthly Cash Flow	(\$457.58)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$604.16** 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*	\$302.08 per month
Deposit (0%)	\$0.00
Total Payment	\$7,249.92
Monthly Cash Flow	(\$155.50)

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$302.08** 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: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Office	A 200w Incandescent Fixture	15	will be Replaced with a New 1x4 Standard Industrial Strip Containing (1) 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	15	Watts: 2,376 Est. Hours: 1,043 kWh:2,477
2	Floor 1: Office	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Replaced with a New 1x4 Standard Wrap Containing (1) 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 112 Est. Hours: 1,043 kWh:117
3	Exterior: Workshop	A 400w Metal Halide Fixture	4	will be replaced with a New LED 60W Wall Pack, 5000k, Carbon Bronze 120V Photocell	4	Watts: 1,433 Est. Hours: 4,380 kWh:6,276
3	Exterior: Workshop	Ref - Line Item 3	4	Integrated Fixture Sensor - Photocell	4	Watts: 0 Est. Hours: 0 kWh:0
4	Exterior: Workshop	A 250w Metal Halide Fixture	1	will be replaced with a new 101 watt LED Cobra Head, Silver, 4000K	1	Watts: 175 Est. Hours: 4,380 kWh:765
4	Exterior: Workshop	Ref - Line Item 4	1	Exterior fixture twist lock photocell	1	Watts: 0 Est. Hours: 0 kWh:0
5	Exterior: Security Shed	A 95w Incandescent Fixture	5	will be replaced with a Dimmable 13w Par38 LED Lamp.	5	Watts: 368 Est. Hours: 4,380 kWh:1,616
6	Floor 1: Office	Lift Required for installation	1	Articulating Lift Rental 1 Day	1	Watts: 0 Est. Hours: 6,456 kWh:0
7	Floor 1: Office	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 6,456 kWh:0
8	Floor 1: Storage	A 85w Incandescent Fixture	1	will be replaced with a Dimmable 13w Par38 LED Lamp.	1	Watts: 69 Est. Hours: 1,043 kWh:73

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
9	Floor 1: Restroom	A 60w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 87 Est. Hours: 2,086 kWh:181

Total Purchase Price.	\$9,780.95
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$2,531.03
Customer Price Balance to be paid by Participating Customer directly to Company	\$7,249.92
Annual Total Est. kW Savings *	3.286
Annual Total Est. kWh Savings **	11,505

* 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: TRANSFER STATION

Billing Address: 25 E Oreilly st Kingston NY 12401-0000

Central Hudson Customer Name: City Of Kingston

Facility Address: 380 Boulevard, Kingston, NY, 12401-0000

Phone: 845-481-7339 Fax: (845) 331-2490

E-Mail Address: Julielnoble@kingston-ny.gov

Lime Energy Project Number: CH05685.36

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Nalle

Title: Mayor

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	\$9,780.95
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$2,531.03
Customer Deposits	\$0.00
Customer Balance	\$7,249.92

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$6,480.98
Discounted Customer Price	\$6,480.98

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$6,480.98 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$604.16 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 \$302.08 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: TRANSFER STATION, City Of Kingston

EIN:

Facility Address: 380 Boulevard Kingston NY 12401-0000

Phone Number: 845-481-7339

Email Address: Julielnoble@kingston-ny.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 acknowledges 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

UPTOWN FIRE HOUSE

Julie L. Noble (Energy Coordinator)
Kingston Fire Dept
62 Frog Alley

Kingston, NY 12401-0000

845-481-7339

julielnoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave

Beacon, NY 12508

917-569-4839

walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 7 Delivery Plan
- 8 Participation Agreement
- 11 Payment Information

Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$2,428** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

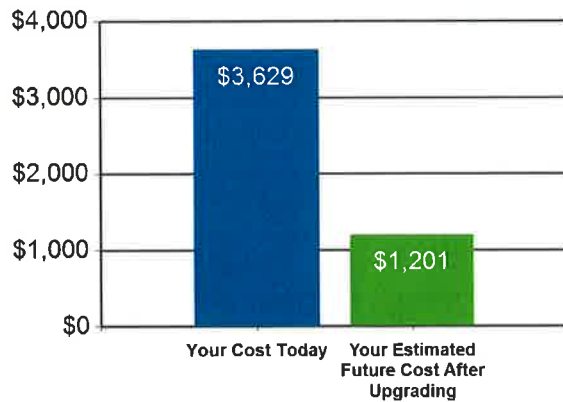
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$202.36

\$ Savings after
1 Year..... \$2,428.31

\$ Savings after
5 Years..... \$12,141.55

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$12,403.60
Utility Incentive (31%)	\$3,815.92
Your Cost (69%)	\$8,587.68
Est. Annual Savings*	\$2,428.31/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 *	37
Est. 1st year return on investment	32%
Deposit (0%)	\$0.00
Total Payment	\$7,676.86

10.61% discount of **\$910.82** 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 *	\$715.64 per month
Deposit (0%)	\$0.00
Total Payment	\$8,587.68
Monthly Cash Flow	(\$509.72)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$715.64** 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*	\$357.82 per month
Deposit (0%)	\$0.00
Total Payment	\$8,587.68
Monthly Cash Flow	(\$151.90)

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$357.82** 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: KINGSTON FIRE DEPT		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Truck Bay	A 1x8, 4-Lamp T12 Fluorescent Fixture	14	will be Relamped with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED RW Lamps.	14	Watts: 1,410 Est. Hours: 4,380 kWh:6,175
2	Floor 1: Truck Bay	A 1x4, 2-Lamp T12 Fluorescent Fixture	10	will be Relamped with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED RW Lamps.	10	Watts: 504 Est. Hours: 7,665 kWh:3,860
3	Floor 1: Truck Bay	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	3	Watts: 163 Est. Hours: 7,665 kWh:1,249
4	Floor 1: Truck Bay	A 1x8, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 109 Est. Hours: 7,665 kWh:832
5	Floor 1: Dispatcher	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be replaced with a New LED 30W LED 2x4 Prismatic Troffer	2	Watts: 99 Est. Hours: 1,512 kWh:149
6	Floor 1: Dispatcher	An Exit Sign Containing (2) 25w Incandescents	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 47 Est. Hours: 1,512 kWh:72
7	Floor 1: Lounge	A 2x4, 2-Lamp T12 Fluorescent Fixture	4	will be replaced with a New LED 30W LED 2x4 Prismatic Troffer	4	Watts: 198 Est. Hours: 2,086 kWh:412
8	Floor 1: Kitchen	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be replaced with a New LED 30W LED 2x4 Prismatic Troffer	1	Watts: 49 Est. Hours: 4,380 kWh:216
9	Floor 1: Kitchen	A 1x4, 1-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	4	Watts: 148 Est. Hours: 4,380 kWh:649
10	Floor 1: Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 109 Est. Hours: 2,086 kWh:227

Building: KINGSTON FIRE DEPT		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 1: Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 68 Est. Hours: 1,043 kWh:71
12	Floor 1: Dorm	A 1x4, 1-Lamp T12 Fluorescent Fixture	12	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	12	Watts: 444 Est. Hours: 1,043 kWh:463
13	Floor 1: Locker Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 109 Est. Hours: 7,665 kWh:832
14	Floor 1: Rear Entry	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 8,760 kWh:476
15	Exterior: Wallpack	A 100w Metal Halide Fixture	2	will be replaced with a New LED 18W Flood	2	Watts: 198 Est. Hours: 4,380 kWh:867
16	Floor 1: Rear Entry	An Exit Sign Containing (2) 25w Incandescents	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 47 Est. Hours: 4,380 kWh:208
16	Exterior: Wallpack	Ref - Line Item 16	2	Photocell 120V 1800W	2	Watts: 0 Est. Hours: 0 kWh:0
17	Floor 1: Truck Bay	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	1	Watts: 37 Est. Hours: 4,380 kWh:162
18	Exterior: Garage Fixture	Lift Required for installation	1	Scissor Lift Rental 1 Day	1	Watts: 0 Est. Hours: 7,665 kWh:0
19	Exterior: Garage Fixture	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 7,665 kWh:0

Building: KINGSTON FIRE DEPT		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
20	Floor 1: Lounge	A 1x4, 1-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	4	Watts: 148 Est. Hours: 2,086 kWh:309
21	Floor 1: Dorm	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 107 Est. Hours: 1,095 kWh:117

Total Purchase Price.	\$12,403.60
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$3,815.92
Customer Price Balance to be paid by Participating Customer directly to Company	\$8,587.68
Annual Total Est. kW Savings *	4.678
Annual Total Est. kWh Savings **	17,345

* 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.

Surveyed (Not Included in Proposal)

Building: KINGSTON FIRE DEPT		Existing Fixture		Proposed Fixture		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Notes
15	Exterior: Garage Fixture	A 175w Metal Halide Fixture	3	will be replaced with a New LED 40W Garage Fixture, 5000k, Carbon Bronze	3	

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: UPTOWN FIRE HOUSE
Billing Address: 19 E Oreilly st Kingston NY 12401-4643
Central Hudson Customer Name: Kingston Fire Dept
Facility Address: 62 Frog Alley, Kingston, NY, 12401-0000
Phone: 845-481-7339 Fax: (845) 331-1216
E-Mail Address: julielnoble@kingston-ny.gov
Lime Energy Project Number: CH13706.1

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Noble

Title: Mayor

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	\$12,403.60
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$3,815.92
Customer Deposits	\$0.00
Customer Balance	\$8,587.68

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$7,676.86
Discounted Customer Price	\$7,676.86

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$7,676.86 paid upon completion of the Work. This remaining balance includes the 10.61% discount.



12 Payments. Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$715.64 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 \$357.82 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: UPTOWN FIRE HOUSE, Kingston Fire Dept

EIN:

Facility Address: 62 Frog Alley Kingston NY 12401-0000

Phone Number: 845-481-7339

Email Address: julielnoble@kingston-ny.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 New Jersey and shall be interpreted in accordance with the laws and regulations of the State of New Jersey 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

**KINGSTON HERITAGE VISITOR
CENTER**

Julie L. Noble (Energy Coordinator)
City Of Kingston
20 Broadway Rondout Lndg

Kingston, NY 12401-0000
845-481-7339
julielnoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave
Beacon, NY 12508
917-569-4839
walvarado@lime-energy.com



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- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 6 Delivery Plan
- 7 Participation Agreement
- 10 Payment Information

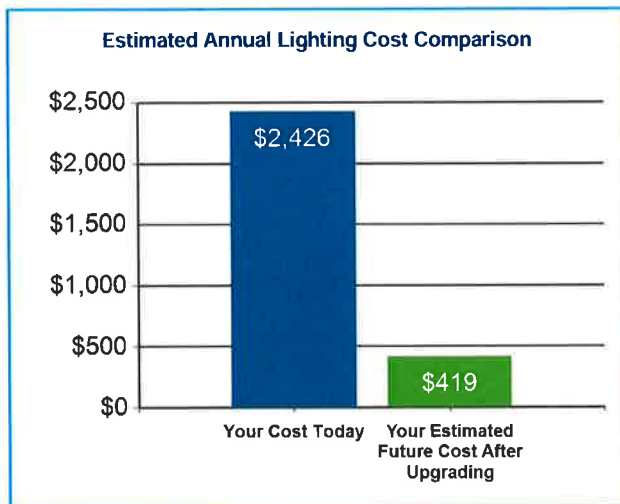
Accept this proposal today to join over
3,255 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$2,007** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

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

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*	
\$ Savings after	
1 Month.....	\$167.28
\$ Savings after	
1 Year.....	\$2,007.40
\$ Savings after	
5 Years.....	\$10,037.00



Total Upgrade Cost	\$4,020.91
Utility Incentive (68%)	\$2,717.95
Your Cost (32%)	\$1,302.96
Est. Annual Savings*	\$2,007.40/yr
Est. Investment Payback**	8 Months
Est. 1st Yr Return on Investment	154%

*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.

** 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.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	7
Est. 1st year return on investment	175%
Deposit (0%)	\$0.00
Total Payment	\$1,164.83

10.60% discount of **\$138.13** 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 *	\$108.58 per month
Deposit (0%)	\$0.00
Total Payment	\$1,302.96
Monthly Cash Flow	\$60.84

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$108.58** 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*	\$54.29 per month
Deposit (0%)	\$0.00
Total Payment	\$1,302.96
Monthly Cash Flow	\$115.13

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$54.29** 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: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
1	Floor 1: Visitors Area	A 90w Par38 Incandescent Fixture	11	will be replaced with a Dimmable 13w Par38 LED Lamp.	11	Watts: 836 Est. Hours: 3,748 kWh:3,134
2	Floor 1: Restrooms	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	4	Watts: 209 Est. Hours: 3,748 kWh:784
3	Floor 1: Heater Room	A 1x2, 1-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 1-Lamp Electronic Low Power Ballast and (1) 2' T8 LED Lamp.	1	Watts: 16 Est. Hours: 3,346 kWh:37
4	Floor 1: Stairs	A 42w One-Piece Compact Fluorescent Lamp.	2	will be replaced with a 12w Par30 Dimming LED Lamp.	2	Watts: 71 Est. Hours: 3,748 kWh:266
5	Floor 1: Desk Lamp	A 65w Incandescent Fixture	1	will be replaced with a 12w Par30 Dimming LED Lamp.	1	Watts: 52 Est. Hours: 3,748 kWh:196
6	Floor 2: Visitors Area	A 95w Incandescent Fixture	22	will be replaced with a Dimmable 13w Par38 LED Lamp.	22	Watts: 1,781 Est. Hours: 3,748 kWh:6,676
7	Floor 2: Office	A 1x4, 4-Lamp T12 Fluorescent Fixture	2	will be Replaced with a New 1x4 Standard Wrap Containing (1) 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 245 Est. Hours: 3,748 kWh:918
8	Floor 2: Breakroom	A 1x4, 4-Lamp T12 Fluorescent Fixture	2	will be Replaced with a New 1x4 Standard Wrap Containing (1) 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 245 Est. Hours: 3,748 kWh:918
9	Floor 2: Floor Display	A 15w Spiral Compact Fluorescent Lamp.	1	will be replaced with an 9.5w Dimming LED A-Lamp.	1	Watts: 6 Est. Hours: 3,748 kWh:20
10	Floor 2: Rear stairs	A 65w Incandescent Fixture	3	will be replaced with a 12w Par30 Dimming LED Lamp.	3	Watts: 157 Est. Hours: 3,748 kWh:588

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 1: Hallway	A 85w Incandescent Fixture	3	will be replaced with a Dimmable 13w Par38 LED Lamp.	3	Watts: 213 Est. Hours: 3,754 kWh:801

Total Purchase Price.	\$4,020.91
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$2,717.95
Customer Price Balance to be paid by Participating Customer directly to Company	\$1,302.96
Annual Total Est. kW Savings *	4.657
Annual Total Est. kWh Savings **	14,339

* 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: KINGSTON HERITAGE VISITOR CENTER
Billing Address: 420 Broadway Kingston NY 12401-4626
Central Hudson Customer Name: City Of Kingston
Facility Address: 20 Broadway Rondout Lndg, Kingston, NY, 12401-0000
Phone: 845-481-7339 Fax: (845) 331-0080
E-Mail Address: juliennoble@kingston-ny.gov
Lime Energy Project Number: CH05685.13

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Noble

Title: Mayor

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	\$4,020.91
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$2,717.95
Customer Deposits	\$0.00
Customer Balance	\$1,302.96

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$1,164.83
Discounted Customer Price	\$1,164.83

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$1,164.83 paid upon completion of the Work. This remaining balance includes the 10.60% discount.



12 Payments. Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$108.58 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 \$54.29 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 warrant 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: KINGSTON HERITAGE VISITOR CENTER, City Of Kingston

EIN:

Facility Address: 20 Broadway Rondout Lndg Kingston NY 12401-0000

Phone Number: 845-481-7339

Email Address: julielnoble@kingston-ny.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 acknowledges 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 New Jersey and shall be interpreted in accordance with the laws and regulations of the State of New Jersey, 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 addressed 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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

**DPW ADMINISTRATION
BUILDING**

Julie L. Noble (Energy Coordinator)
Board Of Public Works
25 E Oreilly st

Kingston, NY 12401-4643

845-481-7339

Julielnoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave

Beacon, NY 12508

917-569-4839

walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 8 Delivery Plan
- 9 Participation Agreement
- 12 Payment Information

Accept this proposal today to join over
3,259 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$1,610** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS	EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*
✓ Reduce Maintenance Costs	\$ Savings after 1 Month..... \$134.13
✓ Enhance Employee Productivity	\$ Savings after 1 Year..... \$1,609.50
✓ Increase Customer Comfort to Improve Sales	
✓ Improve Workplace Safety and Reduce Potential Hazards	\$ Savings after 5 Years..... \$8,047.50

Total Upgrade Cost	\$12,950.49
Utility Incentive (20%)	\$2,529.21
Your Cost (80%)	\$10,421.28
Est. Annual Savings*	\$1,609.50/yr
Est. 1st Yr Return on Investment	15%

*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. 1st year return on investment	18%
Deposit (0%)	\$0.00
Total Payment	\$9,315.79
10.61% discount of \$1,105.49 if you pay upgrade in full after completion	

Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$868.44 per month
Deposit (0%)	\$0.00
Total Payment	\$10,421.28
Monthly Cash Flow	(\$729.77)

* **12 Payments.** Customer Deposit of **\$0.00** upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$868.44** 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*	\$434.22 per month
Deposit (0%)	\$0.00
Total Payment	\$10,421.28
Monthly Cash Flow	(\$295.55)

* **24 Payments.** Customer Deposit of **\$0.00** upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$434.22** 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: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 2: Hallway	A 1x4, 1-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED Lamp.	3	Watts: 104 Est. Hours: 2,086 kWh:218
2	Floor 2: Hallway	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 51 Est. Hours: 2,086 kWh:107
3	Floor 2: Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 51 Est. Hours: 521 kWh:27
4	Floor 2: Safety Offices	A 1x8, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	4	Watts: 413 Est. Hours: 2,086 kWh:862
5	Floor 2: Safety Offices	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	4	Watts: 205 Est. Hours: 2,086 kWh:427
6	Floor 2: Safety Offices	A 1x8, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	1	Watts: 104 Est. Hours: 2,086 kWh:216
7	Floor 2: Croswell Office	A 1x8, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 154 Est. Hours: 2,086 kWh:320
8	Floor 2: Offices	A 1x8, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	4	Watts: 413 Est. Hours: 2,086 kWh:862
9	Floor 2: Offices	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 51 Est. Hours: 2,086 kWh:107
10	Floor 2: Storages	A 1x4, 2-Lamp T12 Fluorescent Fixture	5	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	5	Watts: 256 Est. Hours: 2,086 kWh:534

Building: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 2: Electrician Office	A 1x8, 4-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	1	Watts: 105 Est. Hours: 2,086 kWh:218
12	Floor 2: Restroom	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 30 Est. Hours: 521 kWh:16
13	Floor 2: Hallway	A 1x8, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 207 Est. Hours: 2,086 kWh:431
14	Floor 2: Hallway	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 31 Est. Hours: 2,086 kWh:64
15	Floor 2: Joseph Office	A 40w Incandescent Fixture	4	No Retrofit	4	Watts: 0 Est. Hours: 4,380 kWh:0
16	Floor 2: Joseph Office	A 65w Incandescent Fixture	7	will be replaced with a 12w BR40 Dimming LED Lamp.	7	Watts: 358 Est. Hours: 2,086 kWh:747
17	Floor 2: Meeting Room	A 2x4, 2-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	4	Watts: 205 Est. Hours: 1,043 kWh:214
18	Floor 2: Closet	A 1x8, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 51 Est. Hours: 521 kWh:27
19	Floor 2: large Office	A 65w Incandescent Fixture	11	will be replaced with a 12w BR40 Dimming LED Lamp.	11	Watts: 563 Est. Hours: 2,086 kWh:1,174
20	Floor 2: large Office	A 1x8, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 51 Est. Hours: 2,086 kWh:107

Building: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
21	Floor 1: Office	A 40w Incandescent Fixture	8	will be replaced with a 6.5w Torpedo Medium Base LED Lamp.	8	Watts: 259 Est. Hours: 1,043 kWh:270
22	Floor 1: Office	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 103 Est. Hours: 1,043 kWh:107
23	Floor 1: Office	A 50w Incandescent MR16 Fixture	5	will be Replaced with a 10w MR16 LED Lamp	5	Watts: 193 Est. Hours: 1,043 kWh:201
24	Floor 1: Office Entry	A 2x2, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	1	Watts: 30 Est. Hours: 1,043 kWh:31
25	Floor 1: Office Entry	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 51 Est. Hours: 1,043 kWh:53
26	Floor 1: Workshop Bay	A 1x8, 4-Lamp T12 Fluorescent Fixture	13	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	13	Watts: 1,344 Est. Hours: 2,086 kWh:2,802
27	Floor 1: Workshop Bay	A 1x4, 2-Lamp T12 Fluorescent Fixture	7	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	7	Watts: 358 Est. Hours: 2,086 kWh:747
28	Floor 2: Closet	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 105 Est. Hours: 2,086 kWh:218
29	Floor 2: Joseph Office	A 25w Incandescent Fixture	1	will be replaced with a 4.5w Torpedo Candelabra Base LED Lamp, Dimming.	1	Watts: 20 Est. Hours: 2,086 kWh:41
30	Floor 2: Hallway	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 52 Est. Hours: 2,086 kWh:109

Building: BOARD OF PUBLIC WORKS		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
31	Floor 1: Workshop Bay	A 75w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 116 Est. Hours: 2,086 kWh:242

Total Purchase Price	\$12,950.49
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$2,529.21
Customer Price Balance to be paid by Participating Customer directly to Company	\$10,421.28
Annual Total Est. kW Savings *	7.495
Annual Total Est. kWh Savings **	11,496

* 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: DPW ADMINISTRATION BUILDING
Billing Address: 25 E Oreilly st Kingston NY 12401-0000
Central Hudson Customer Name: Board Of Public Works
Facility Address: 25 E Oreilly st, Kingston, NY, 12401-4643
Phone: 845-481-7339 Fax: (845) 331-2490
E-Mail Address: Julielnoble@kingston-ny.gov
Lime Energy Project Number: CH04199.9

PARTICIPATING CUSTOMER

Signature: 

Date: 12/12/18

Print Name: Steven T. Noble

Title: Mayor

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	\$12,950.49
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$2,529.21
Customer Deposits	\$0.00
Customer Balance	\$10,421.28

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$9,315.79
Discounted Customer Price	\$9,315.79

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$9,315.79 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$868.44 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 \$434.22 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: DPW ADMINISTRATION BUILDING, Board Of Public Works

EIN:

Facility Address: 25 E Oreilly st Kingston NY 12401-4643

Phone Number: 845-481-7339

Email Address: Julielnoble@kingston-ny.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.



Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal

Presented to:

CITY HALL PF KINGSTON

Julie L. Noble (Energy Coordinator)
City Of Kingston
420 Broadway City Hall

Kingston, NY 12401-4626

845-334-3915

JulieNoble@kingston-ny.gov

Presented by:

Fred Alvarado

Energy Service Representative
LIME ENERGY SERVICES CO.

123 Rombout Ave

Beacon, NY 12508

917-569-4839

walvarado@lime-energy.com



Contents:

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 8 Delivery Plan
- 9 Participation Agreement
- 12 Payment Information

Accept this proposal today to join over
3,709 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$5,374** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

 Savings after
1 Month..... \$447.81

 Savings after
1 Year..... \$5,373.69

 Savings after
5 Years..... \$26,868.45

Total Upgrade Cost	\$26,245.41
Utility Incentive (56%)	\$14,585.73
Your Cost (44%)	\$11,659.68
Est. Annual Savings*	\$5,373.69/yr
Est. Investment Payback**	26 Months
Est. 1st Yr Return on Investment	46%

*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.

** 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.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	23
Est. 1st year return on investment	52%
Deposit (0%)	\$0.00
Total Payment	\$10,422.92

10.61% discount of **\$1,236.76** 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 *	\$971.64 per month
Deposit (0%)	\$0.00
Total Payment	\$11,659.68
Monthly Cash Flow	(\$517.22)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$971.64** 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*	\$485.82 per month
Deposit (0%)	\$0.00
Total Payment	\$11,659.68
Monthly Cash Flow	(\$31.40)

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$485.82** 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: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
1	Ground Floor: Grants management	A 1x8, 4-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	2	Watts: 217 Est. Hours: 2,086 kWh:453
2	Ground Floor: Planning	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	4	Watts: 217 Est. Hours: 2,086 kWh:453
3	Ground Floor: Planning	A 1x8, 4-Lamp T12 Fluorescent Fixture	7	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	7	Watts: 760 Est. Hours: 2,086 kWh:1,586
4	Ground Floor: Copy Room	A 1x8, 4-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	1	Watts: 109 Est. Hours: 8,760 kWh:951
5	Ground Floor: Closet	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 52 kWh:3
6	Ground Floor: Assessor	A 1x8, 4-Lamp T12 Fluorescent Fixture	5	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	5	Watts: 543 Est. Hours: 2,086 kWh:1,133
7	Ground Floor: Human Rights	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	4	Watts: 217 Est. Hours: 1,043 kWh:227
8	Ground Floor: Employee Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 2,086 kWh:113
9	Ground Floor: Supply Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 52 kWh:3
10	Ground Floor: Community economic Office	A 1x4, 2-Lamp T12 Fluorescent Fixture	5	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	5	Watts: 272 Est. Hours: 2,086 kWh:566

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Ground Floor: Community economic Office	A 1x8, 4-Lamp T12 Fluorescent Fixture	10	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	10	Watts: 1,086 Est. Hours: 2,086 kWh:2,265
12	Ground Floor: Boiler Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	4	Watts: 217 Est. Hours: 52 kWh:11
13	Ground Floor: Elevator Room	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 52 kWh:3
14	Ground Floor: Civil Service	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 109 Est. Hours: 2,086 kWh:227
15	Ground Floor: Civil Service	A 1x8, 4-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	2	Watts: 217 Est. Hours: 2,086 kWh:453
16	Floor 2: City Clerk	A 1x8, 4-Lamp T12 Fluorescent Fixture	5	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	5	Watts: 543 Est. Hours: 2,086 kWh:1,133
17	Floor 2: Women Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 54 Est. Hours: 2,086 kWh:113
18	Floor 2: Corporation Consul	A 1x8, 4-Lamp T12 Fluorescent Fixture	4	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	4	Watts: 435 Est. Hours: 2,086 kWh:906
19	Floor 2: Comptroller	A 1x8, 4-Lamp T12 Fluorescent Fixture	7	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	7	Watts: 760 Est. Hours: 2,086 kWh:1,586
20	Floor 2: Comptroller	A 1x4, 2-Lamp T12 Fluorescent Fixture	14	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	14	Watts: 760 Est. Hours: 2,086 kWh:1,586

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
21	Floor 2: Commuications	A 1x8, 4-Lamp T12 Fluorescent Fixture	3	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	3	Watts: 326 Est. Hours: 2,086 kWh:680
22	Floor 2: Hallway	A 15w Incandescent Fixture	27	will be replaced with a 4.5w Torpedo Medium Base LED Lamp.	27	Watts: 280 Est. Hours: 8,760 kWh:2,452
23	Floor 2: Hallway	A 60w Incandescent Fixture	24	will be replaced with a 4.5w Torpedo Medium Base LED Lamp.	24	Watts: 1,315 Est. Hours: 8,760 kWh:11,520
24	Floor 3: Women & Men Restroom	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	2	Watts: 109 Est. Hours: 2,086 kWh:227
25	Floor 4: Chambers	A 25w Incandescent Fixture	32	will be replaced with a 4.5w Torpedo Medium Base LED Lamp.	32	Watts: 648 Est. Hours: 991 kWh:642
26	Floor 4: Chambers	A 60w Incandescent Fixture	132	will be replaced with a 4.5w Torpedo Medium Base LED Lamp.	132	Watts: 7,233 Est. Hours: 991 kWh:7,166
27	Floor 4: Attic	A 1x4, 2-Lamp T12 Fluorescent Fixture	18	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	18	Watts: 978 Est. Hours: 104 kWh:102
28	Floor 4: Tower	A 150w Metal Halide Fixture	2	LED AREA, FLOOD, 60W, 4000K	2	Watts: 232 Est. Hours: 3,754 kWh:871
29	Floor 4: Tower	ACCESSORIES	2	CREE Exterior Horizontal Wall Mount Bracket	2	Watts: 0 Est. Hours: 3,748 kWh:0
30	Ground Floor: Grants management	A 1x8, 4-Lamp T12 Fluorescent Fixture	2	will be Relamped with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED RW Lamps.	2	Watts: 181 Est. Hours: 2,086 kWh:379

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
31	Ground Floor: Assessor	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Relamped with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED RW Lamps.	1	Watts: 33 Est. Hours: 2,086 kWh:70
32	Ground Floor: Community economic Office	A 60w Incandescent Fixture	1	will be replaced with an 15w Dimming LED A-Lamp.	1	Watts: 44 Est. Hours: 3,748 kWh:167
33	Ground Floor: Civil Service	A 60w Incandescent Fixture	3	will be replaced with an 15w Dimming LED A-Lamp.	3	Watts: 134 Est. Hours: 2,086 kWh:278
34	Floor 2: City Clerk	A 1x4, 1-Lamp T12 Fluorescent Fixture	1	will be Relamped with a 1-Lamp Electronic Low Power Ballast and (1) 4' T8 LED RW Lamp.	1	Watts: 30 Est. Hours: 2,086 kWh:63

Total Purchase Price.	\$26,245.41
Project Incentive Central Hudsons project incentive paid directly to Lime Energy.	\$14,585.73
Customer Price Balance to be paid by Participating Customer directly to Company	\$11,659.68
Annual Total Est. kW Savings *	21.931
Annual Total Est. kWh Savings **	38,384

* 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.

Surveyed (Not Included in Proposal)

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Notes
16	Ground Floor: Employee Restroom	A 18w Twin Compact Fluorescent Lamp.	1	will be replaced with an 15w Dimming LED A-Lamp.	1	
17	Ground Floor: Restrooms	A 18w Twin Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
18	Ground Floor: Restrooms	(2) 17w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
26	Ground Floor: Hallway	(2) 17w Quad Compact Fluorescent Lamp.	8	will be replaced with an 15w Dimming LED A-Lamp.	8	
27	Floor 2: Men Restroom	A 17w Quad Compact Fluorescent Lamp.	3	will be replaced with an 15w Dimming LED A-Lamp.	3	
28	Floor 2: Mayor Office	A 17w Quad Compact Fluorescent Lamp.	10	will be replaced with a Dimmable 13w Par38 LED Lamp.	10	
30	Floor 2: City Clerk	A 17w Quad Compact Fluorescent Lamp.	1	will be replaced with an 15w Dimming LED A-Lamp.	1	
32	Floor 2: Women Restroom	A 17w Quad Compact Fluorescent Lamp.	1	will be replaced with an 15w Dimming LED A-Lamp.	1	
37	Floor 2: Hallway	A 17w Quad Compact Fluorescent Lamp.	6	will be replaced with an 15w Dimming LED A-Lamp.	6	
40	Floor 3: Conference Room 1	A 17w Quad Compact Fluorescent Lamp.	7	will be replaced with a Dimmable 13w Par38 LED Lamp.	7	

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Notes
41	Floor 3: Information Technology	A 17w Quad Compact Fluorescent Lamp.	7	will be replaced with a Dimmable 13w Par38 LED Lamp.	7	
42	Floor 3: Conference Room 2	A 17w Quad Compact Fluorescent Lamp.	5	will be replaced with a Dimmable 13w Par38 LED Lamp.	5	
44	Floor 3: Women & Men Restroom	A 17w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
45	Floor 3: Aldermen at Large	A 17w Quad Compact Fluorescent Lamp.	4	will be replaced with a Dimmable 13w Par38 LED Lamp.	4	
48	Floor 4: Majority Office	A Compact Fluorescent, 2D, (1) 21W lamp	4	will be replaced with a Dimmable 13w Par38 LED Lamp.	4	
49	Floor 4: Supply Room	A 17w Quad Compact Fluorescent Lamp.	16	will be replaced with a Dimmable 13w Par38 LED Lamp.	16	
50	Floor 4: Minority Office	A 17w Quad Compact Fluorescent Lamp.	4	will be replaced with a Dimmable 13w Par38 LED Lamp.	4	
51	Floor 4: Hallway	A 17w Quad Compact Fluorescent Lamp.	4	will be replaced with a Dimmable 13w Par38 LED Lamp.	4	
59	Floor 2: Mayor Office	A Compact Fluorescent, 2D, (1) 16W lamp	7	will be replaced with an 15w Dimming LED A-Lamp.	7	
61	Floor 2: City Clerk	A 18w Quad Compact Fluorescent Lamp.	1	will be replaced with an 15w Dimming LED A-Lamp.	1	

Building: CITY OF KINGSTON		Existing Fixture		Proposed Fixture		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Notes
62	Floor 4: Minority Office	A 18w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
63	Floor 3: Aldermen at Large	A 18w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
64	Floor 4: Majority Office	A 18w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
65	Floor 3: Conference Room 1	A 18w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
66	Floor 3: Conference Room 2	A 18w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	
67	Ground Floor: Men's Room	A 18w Quad Compact Fluorescent Lamp.	1	will be replaced with an 15w Dimming LED A-Lamp.	1	
68	Floor 1: Hallway	A 18w Quad Compact Fluorescent Lamp.	4	will be replaced with an 15w Dimming LED A-Lamp.	4	
69	Floor 2: IT Room	A 18w Quad Compact Fluorescent Lamp.	2	will be replaced with an 15w Dimming LED A-Lamp.	2	

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: CITY HALL PF KINGSTON

Billing Address: Attn City Clerk Kingston NY 12401-0000

Central Hudson Customer Name: City Of Kingston

Facility Address: 420 Broadway City Hall, Kingston, NY, 12401-4626

Phone: 845-334-3915 Fax: (845) 334-3915

E-Mail Address: Julielnoble@kingston-ny.gov

Lime Energy Project Number: CH05686.4

PARTICIPATING CUSTOMER

Signature: 

Date: 5/9/19

Print Name: Steven T. Noble

Title: Mayor

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 30 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	\$26,245.41
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$14,585.73
Customer Deposits	\$0.00
Customer Balance	\$11,659.68

PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$10,422.92
Discounted Customer Price	\$10,422.92

LIME ENERGY SERVICES CO.

Name: Fred Alvarado

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (917)569-4839 / (845) 625-1532

Email: walvarado@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 \$10,422.92 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

☐ **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$971.64 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 \$485.82 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 30 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: CITY HALL PF KINGSTON, City Of Kingston

EIN:

Facility Address: 420 Broadway City Hall Kingston NY 12401-4626

Phone Number: 845-334-3915

Email Address: Julielnoble@kingston-ny.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 acknowledges 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 New Jersey and shall be interpreted in accordance with the laws and regulations of the State of New Jersey 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.