



MINUTES
BOARD OF FIRE COMMISSIONERS
Regular Meeting – Tuesday, July 26th, 2022

ATTENDEES: Chairman Marc Komorsky
Commissioner Richard Sassi
Commissioner Barry Ward
Treasurer Mark Pozniak (*via Teams*)
Secretary Bria Le
Commissioner George Burns
Commissioner Anthony Pignataro
Chief Tim O'Connor
EMS Administrator Michael Benenati

At 6:03 pm, Chairman Marc Komorsky called the Board of Fire Commissioners' Regular Meeting to order for Tuesday, July 26th, 2022, and led the Pledge of Allegiance. He welcomed everyone and thanked the audience for attending.

DEPUTY CHIEF PROMOTION:

Short discussion held about the order of signing the contract and making the appointment.

Upon a MOTION made by Commissioner Ward and SECONDED by Commissioner Sassi, the Board RESOLVED to appoint Anthony Champion to Deputy Chief of the LaGrange Fire District. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye.

Motion Carried.

Secretary Le administered the Oath of Office to newly appointed Deputy Chief Anthony Champion.

Komorsky said he would like to see more of a celebration after appointments like this as they are a big deal. Short discussion followed regarding planning something for future promotions.

MINUTES: 7/12/22 Regular Meeting

Upon a MOTION made by Commissioner Pignataro and SECONDED by Sassi, the Board RESOLVED to approve the minutes from the 7/12/22 Regular Meeting. Burns - Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

CORRESPONDENCE:

Checks – NYS DOH for EMT original certification and for two EMT recertifications - \$700 & \$600.

Check – US Legal Support for records request - \$13.50

Upon a MOTION made by Pignataro and SECONDED by Commissioner Burns, the Board RESOLVED to put them into the General Fund. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

ROOM USE REQUESTS:

- STOP-DWI Labor Day display – Secretary Le said that William Johnson, the Dutchess County STOP-DWI/Traffic Safety Coordinator reached out and requested to set up banners/a display at a couple of the firehouses. Discussion followed regarding the displays and which stations would have them.

Upon a MOTION made by Pignataro and SECONDED by Sassi, the Board RESOLVED to allow the LaGrange Fire District to participate in the STOP-DWI program to entail

BoFC Regular Meeting 7/26/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.



LAGRANGE FIRE DISTRICT
504 Freedom Plains Rd • Poughkeepsie, NY 12603



banners and wrecked vehicles at all three firehouses. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

REPORTS: (by officers present)

- **Treasurer** – (no report)

- **Chief** –

Fire Chief Tim O'Connor expressed his thanks to the Board for the promotion of Anthony Champion and said he know how much work was involved in making it happen.

NOTABLE INCIDENTS: Chief O'Connor said there have been several really serious auto accidents in the past few weeks and he gave a brief account of each. He also noted that there have been a couple potential fires over the past couple days due to HVAC units working overtime and units burning up.

PERSONNEL: O'Connor reported that, with the promotion of Anthony Champion, Lt. Ryan will be moved to group 1 to provide lieutenant consistency on the group. He said that the probies are doing well and it will be another few weeks before they go on line.

VOLUNTEER: Chief O'Connor said that the LOSAP reported was posted and letters have been sent out the Companies to address the members that need to be addressed.

GRANT: The Chief said they continue to push through SAFER reimbursements. He said that the Ida reimbursement of about \$10,000 has been approved and the next part of it is to submit the time that was put into the grant and he is working on that. Next, he reported that the MIG grant was awarded last week. He noted that the joint grant with Arlington and the City of Poughkeepsie was awarded for the special teams for about \$300,000. He said that the other grant that LFD submitted for cancer prevention to upgrade the vent system was also awarded for about \$43,000. The Board expressed their thanks for the effort to submit the grants and O'Connor noted that the real thanks should go to Champion who did the work to submit the grant.

ESO: Chief O'Connor said they are still working on the assets and checklists and it is a huge project, but once done all of the check sheets that are currently being done on paper will be moved online. He reported that ESO Suite, the NFIRS reporting, went live on Friday. He said that they have been having a lot of problems with Firehouse Software and the server so everything else was put on hold to get that up and running. He said that as soon as they can get some of the bugs worked out he will be able to set up a meeting next week to get back on track with (ESO) Scheduling. Short discussion followed regarding the CAD imports and re-creating reports.

EXECUTIVE SESSION: Chief O'Connor said he had two personnel items for Executive Session.

- **EMS Administrator** –

AMBULANCES: EMS Administrator Michael Benenati reported that the work on 47-71 has been completed and that he and the chief will be going down to VCI on Thursday to pick it up. Short discussion followed regarding a thorough inspection of the vehicle. Benenati said that after 47-71 gets back they will be scheduling 47-73 to go down and have some work done.

BoFC Regular Meeting 7/26/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



CONTROLLED SUBSTANCES: Benenati said the Controlled Substance Semi-Annual report was done and he just needs Komorsky signature on it.

- **Lieutenants**

VEHICLES: Chief O'Connor relayed updates from Lt. Champion on the status of the vehicle repairs.

STA. 1 UPGRADES: Lt. Kyle Rancourt said the guys at the architect are great and they did the conceptual drawing for free but the first contractor they tried to work with ended up being too busy to work on the project. He said the architect has a couple of other contractors that he will reach out to try and move forward with getting price. Short discussion followed regarding the detailed plans from a few years ago and the need to keep costs down with simpler plans.

- **Department** – *(no report)*

- **Union** –

Komorsky said they are awaiting on dates to meet with the union and Union President Kyle Rancourt said that the summer has been tough but they will get back with some dates.

OLD BUSINESS:

- **EMS Billing** – Komorsky introduced Frank Orlando from ProClaim to discuss EMS billing. Orlando thanked the Board for inviting him and said he hopes to help LaGrange navigate the cost recovery act. He gave a brief overview of ProClaim and the services they provide. Next he brought up a model billing policy and a discussion followed regarding state laws for EMS billing and the process for billing insurance. Orlando noted that within the guidelines of the Safe Harbor act the District is allow to reasonable assume that residents of the town are taxpayers funding the organization and therefore, by policy, the District can write off the co-pays. Ward said that one of the objectives of the Board was to collect money from insurance companies but not to bill anyone other than those from out of state. Orlando explained that to be in compliance certain bills have to be sent but, by policy, debt can be written off. Lengthy discussion followed regarding difference scenarios when patients would be billed, how the financial hardship waiver would be used, and having the EMS Committee create a billing policy that would match the Board's requirements. Pignataro asked about getting word out to the town and discussion followed about putting the message out about how the billing works. Pignataro said that people pay fire taxes already and the Board wants to minimize any sort of bill that they may get as a result. Orlando said that they want to hold insurance companies accountable and take that money and put it back into the system to increase services. Further discussion followed regarding the billing policy and the reimbursement rate for ProClaim. Sassi said that, for those that don't know, they have held a lot of EMS Committee meetings to talk to ProClaim and different vendors and noted that a lot has been going on in the background.
- **Station 2 Transfer Switch (Generator)** – Komorsky asked where they stand with the generator. Ward said they are waiting for the switch. Work in progress.

BoFC Regular Meeting 7/26/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



- **Station 2 Roof** – Chief O’Connor said he followed up on the doors and he (K&J Devens) is having a hard time getting information from the supplier on when the doors will be delivered. Short discussion followed regarding about getting the doors fixed.
- **Building Repairs/Repair Requests** – Burns said he got a call from Company 3 and asked if they could go ahead and fix the (Sta. 3) gutters then bill the District. Short discussion followed regarding the gutter work that needs to be done.

Upon a MOTION made by Burns and SECONDED by Pignataro, the Board RESOLVED to allow Station 3 to repair their gutters for no more than \$500.00. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

Komorsky said that Lt. Lopes came to him to ask if the Board could allocate some funds to get new vanities in the bathrooms at Station 2. He described some other work that is needed in the bathrooms and said if they were going to do work then he would like to see more than just the vanities. He said he would speak to Lt. Lopes to work out some parameters.

O’Connor said he spoke to Steve from Redemption Mechanical and he said the stuff for the Station 1 grates will be in next week. Brief discussion followed regarding the start date for the work. O’Connor said that the ice machine wasn’t working over the weekend due to a clogged filter. He noted that a new filter was recently put in and discussion followed regarding the need to determine the cause of the clogging.

Next O’Connor asked the Board for some direction on office space for the new deputy chief. He said right now, Anthony (Champion) will be sharing space in his office, but they can’t do that long term. Discussion followed regarding whether to pursue temporary partitions in the meeting room or framed walls. Komorsky recommended getting the three quotes for walls then go from there.

- **Sta. 2 Roof** – Work in progress.
- **Phone System** – Work in progress.
- **Physicals** – Discussion held about addressing the union’s concerns to the agreement. Tabled until concerns can be addressed.
- **DCJS Background Checks** – Ward said that the primary issue with the DCJS is (to require) the mandatory social security number or not and said he would like to set up a time with the attorney to discuss it.
- **CIC Contract** – Sassi asked if there was anything further on a CIC. Benenati said it comes down to negotiations with the union. Sassi asked to include the topic on the agenda for the next meeting.
- **Nitrous Oxide** – Sassi asked if the nitrous for pain management has been implemented. Benenati reported that the policy is currently with the medical director and very near completion.

NEW BUSINESS:

- **Lighting Upgrade** – O’Connor said that some of the lighting upstairs was shot and it was cheaper to replace them than change the ballasts for the old florescent lights. He said he was then notified the lights at Station 1 are failing and a phone call to Central Hudson got pricing through their rebate program. Short discussion followed regarding what is included in the proposal.

BoFC Regular Meeting 7/26/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



Upon a MOTION made by Ward and SECONDED by Burns, the Board RESOLVED to approve (agreement attached). Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

- **Alternative Fuel Class** – Sassi said that there is a career firefighter that is formerly from this area and runs a teaching school in North Carolina who is coming up in September to run a class on alternative fuel vehicles, including classroom and hands on training, for \$5000.00. Discussion followed about interest in the class, partnering with other departments, and potential payment structure for the class. O'Connor requested to let the training lieutenant look into different options and Komorsky agreed they should defer the class to a later date.

ABSTRACT: \$24,665.18

Upon a MOTION made by Sassi and SECONDED by Burns, the Board RESOLVED to pay the bills as per the abstract for the month of July in the amount of \$24,665.18. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

PUBLIC COMMENTS:

At 8:23 pm, Komorsky opened the Public Comments portion of the meeting.

- Zamaloff – Victor Zamaloff stated that people are coming up to the chief, and there are going to be a lot more, is because of social media. He said the passing of that law (EMS billing) requires sending out bulletins and many agencies have starting sending them out on social media. He said people have approached him asking what he thinks about it and that what he saw tonight really makes a lot of sense on how they are going to go about it. He said the onus will be on the Board to educate the public that it really isn't going to cost you, it is going to cost the insurance company, because they, by law, cannot say to just ignore the bill. He said there is a process. Sassi said that, being on the EMS Committee, he is hoping to get that message out to the community that they are not trying to hurt them by adding extra burden, they are trying to get the fair share from the insurance that places get elsewhere. Zamaloff said they are going to be surrounded by agencies that will bill to get money. Sassi said that, under their discretion, they are trying to be very humane. Zamaloff said tha the was going to ask what it is going to cost you guys to implement it and he was talking about \$32.00 per claim. He said it was really low and asked if they gave any projections if the District would benefit based on a certain number of calls. Sassi said the District has different options as far as going flat rate or a percentage. He said that they haven't made a decision yet but were leaning towards doing a contingency because it got buy in from both sides. Zamaloff asked if any other companies gave any projections on what the benefit for the District would be. Pozniak said that about \$600,000 total collected is the estimate. Zamaloff said that, as a taxpayer, the Board is not trying to hurt anyone and he likes the way they would to handle it with the billing and that there are a lot of people outside of the District that are being taken care of. Sassi said that between the accidents and the urgent care calls alone, it is so many. Komorsky said that they have state roads running through the township and a highway so there are a lot of calls the District is going on that are not residents. Zamaloff said it will be interesting to see the insurance companies and Medicare and all of them, the kick and fighting that is going to happen. Pignataro said that 49 of 50 states do this already, New York is the last holdout, so the insurance companies have been getting a gift. Sassi said Medicare and Medicaid are revisiting their rates so the numbers may go up and the revenue may be higher. Komorsky said that he has heard from numerous people that people who are sick and do not live in LaGrange, the goal is to get to

BoFC Regular Meeting 7/26/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



Healthquest knowing that LaGrange will pick them up and get them to the hospital because getting services outside of LaGrange is tough due to distances and not a lot of coverage in other areas.

Komorsky thanked Zamaloff for his comments and Pignataro said there were no comments or requests online.

At 8:29 pm, Komorsky closed the Public Comments section of the meeting.

EXECUTIVE SESSION:

At 8:30 pm, upon a MOTION made by Pignataro and SECONDED by Sassi, the Board RESOLVED to go into Executive Session to discuss one follow up personnel item from the Board of Fire Commissioners, one LOSAP item and two personnel items from the Chief, and one contractual item from Sassi. Burns – Aye, Pignataro - Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

OPEN SESSION & 8/9/22 Agenda:

At 10:21 pm the Board resumed Open Session. Ward noted that they are coming up on the budget cycle and he thinks it can be helpful update the spreadsheet to do some of the capital planning. Pignataro said he would like to see the Hurricane Ida reimbursement on the agenda and the 47-73 tires. Ward recommended moving Station 1 status under Old Business.

DEPUTY CHIEF CONTRACT:

Upon a MOTION made by Ward and SECONDED by Sassi, the Board RESOLVED to approve Anthony Champion's Deputy Chief contract. Burns – Aye, Pignataro - Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

EMS ADMINISTRATOR USE OF VEHICLE:

Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to recognize that for business reasons it is acceptable for the EMS Administrator to use a LaGrange Fire District vehicle between his residence and wherever business may take him. Burns – Aye, Pignataro - Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

ADJOURNMENT:

At 10:26 pm, upon a MOTION made by Pignataro and SECONDED by Ward, the Board RESOLVED to adjourn the meeting. Burns – Aye, Pignataro - Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

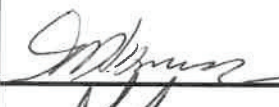
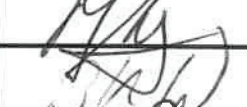
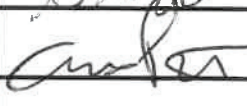
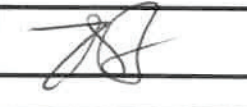


Respectfully submitted,

Bria Le – District Secretary

Approved by the Board of Fire Commissioners on 8/9/22

BoFC Regular Meeting 7/26/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.

			7/26/2022	
V #	VENDOR	Amount Due	Description	
528	Ameritas- Timely Payment Admin ✓	✓ \$4,369.99	Vision and Dental Insurance	
529	Bell Copiers ✓	✓ 1,543.00	Maintenance agreement Konic Minalto 5/31/22 - 5/31/23	
530	Bottini Fuel ✓	✓ 1,238.16	N/T Clear Diesel, Station #2	
532	Central Hudson ✓	✓ 109.76	Station 2 Electric charges for Jun 8 - Jun 23	
531	Central Hudson ✓	✓ 1,366.94	Station 2 Area Electric, Gas, and Area Lights 6/4 - 7/6	
560	Central Hudson ✓	✓ 30.25	Station 3 Area Lights 6/14 - 4/14	
533	Central Hudson ✓	✓ 281.49	Station 1 Electric 4/20 - 5/19	
534	Doyle Security Systems, Inc ✓	✓ 326.82	CIA Security Building Security for 8/1 - 10-31	
535	Dutchess County Clerk ✓	✓ 60.00	Notary Public Renewal fee for Bria Le	
536	Dutchess Overhead Doors ✓	✓ 356.00	Repairs to repair door	
537	Fleet Pride ✓	✓ 1,131.10	Batteries	
538	Laerdal ✓	✓ 235.80	Leg replacement pads (5)	
548	NYCINCI NYCOMCO ✓	✓ 4262.68	Warning Lights	
549	Optimum ✓	✓ 163.84	Station #2 Cable & Internet 7/16 - 8/15	
539	Medical Warehouse ✓	✓ 353.81	EMS Supplies	
540	Medical Warehouse ✓	✓ 330.44	EMS Supplies	
541	Medical Warehouse ✓	✓ 75.25	EMS Supplies	
542	Medical Warehouse ✓	✓ 45.79	EMS Supplies	
543	Medical Warehouse ✓	✓ 1409.81	EMS Supplies	
544	MES ✓	✓ 42.50	Replacement SCBA parts	
545	MES ✓	✓ 168.00	AA Batteries	
546	MES ✓	✓ 55.00	Paul Conway shields	
547	MES ✓	✓ 285.00	White Parade Gloves	
551	Precision Automotive ✓	✓ 91.46	Oil change and NYS Inspection VIN# 1GKW2PEG9DR267341	
550	Precision Automotive ✓	✓ 588.21	07 Chevy Suburban 2500 Oil change, Replace Alt, A/C service	
552	Ringsquared Telecom ✓	✓ 432.31	Telephone charges for Station 2 and 3	
553	Salemsys.net ✓	✓ 4,625.00	3 of 4 payments for annual Equip. and Software Support	
555	Stars & Stripes ✓	✓ 130.00	Station #3 Bi-weekly (7/13 & 7/27) grass cutting	
554	Stars & Stripes ✓	✓ 100.00	Station #1 Monthl grass cutting 7/13/22	
556	Verizon ✓	✓ 28.00	Modem & Phones Station #2	
557	Verizon ✓	✓ 141.09	Cable & Internet Service Station #2 7/15 - 8/14	
Total Unpaid Bills		\$24,377.50		
558	Paychex	144.83	Payroll processing charges for week ending 7/10/22	
559	Paychex	142.85	Payroll processing charges for week ending 7/17/22	
Total Paid Bills		287.68		
TOTAL SUBMITTED		\$24,665.18	Commissioner Signatures:	
changes listed:			 7-16-22	
			 7-20-22	
			 7/26/22	
			 7/26/22	
TOTAL APPROVED			 7/26/22	
KEY:			 7/26/22	
pre-paid				
Paid				

Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal



Presented to:**LAGRANGE FIRE DIST**

Chief Timothy O'Connor (Facilities
Director/Coordinator/Manager)
Lagrange Fire Dist

2388 Route 82
Lagrangev1, NY, 12540
845-471-4693
Toconnor@lagrangefireny.us

Presented by:**Erik Hasler**

Energy Service Representative

WILLDAN
123 Rombout Ave
Beacon, NY 12508
845-372-4856
ehasler@willdan.com

This proposal includes the following sections:

2	Scope of Work
4	Delivery Plan
5	Summary
6	Payment Options
11	Payment Information

Scope of Work

Customer: LAGRANGE FIRE DIST

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		
		Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
1	Interior: Truck bays	A 1x8, 4-Lamp T8 NP Fluorescent Fixture	18	will be Retrofit with (4) 4' RLED 5000K Lamps.	18	Watts: 1,346 kWh: 2,781 Est. Hours: 5,840
2	Interior: Meeting room	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	12	will be Retrofit with (3) 4' RLED 4100K Lamps.	12	Watts: 731 kWh: 1,510 Est. Hours: 5,840
3	Interior: Kitchen	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	5	will be Retrofit with (3) 4' RLED 4100K Lamps.	5	Watts: 304 kWh: 629 Est. Hours: 5,840
4	Interior: Bar area	A 65w Par30 Incandescent Fixture	4	will be replaced with a 10w Par30 Dimming LED Lamp.	4	Watts: 235 kWh: 486 Est. Hours: 5,840
5	Interior: Bunk room area	A 65w Par30 Incandescent Fixture	12	will be replaced with a 10w Par30 Dimming LED Lamp.	12	Watts: 705 kWh: 1,457 Est. Hours: 5,840
6	Interior: Bunk room area	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	5	will be Retrofit with (3) 4' RLED 4100K Lamps.	5	Watts: 304 kWh: 629 Est. Hours: 5,840
7	Interior: Downstairs	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 4100K Lamps.	3	Watts: 115 kWh: 238 Est. Hours: 5,840
8	Interior: Storage closet	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 4100K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 5,840
Auto	Interior: Bar area	Lift Required for installation	1	Articulating Lift Rental 1 Day	1	Est. Hours: 0

Scope of Work

Customer: LAGRANGE FIRE DIST

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		
		Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
Auto	Interior: Bar area	Lift Required for installation	1	Lift Delivery	1	Est. Hours: 0

Annual Energy Savings	7,808	kWh
Peak Demand *	3.78	kW

* 1000 Watts = 1 kW

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.

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:

855-236-4832

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!

Summary

Your business could spend up to **\$1,249** 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** → **\$104.11**
- \$ Savings after **1 Year** → **\$1,249.28**
- \$ Savings after **5 Years** → **\$6,246.38**

Total Upgrade Cost	\$6,683.51
Utility Incentive (34%)	\$2,108.15
Your Cost (66%)	\$4,575.36
Est. Annual Savings*	\$1,249.28/yr
Est. 1st Yr Return on Investment	27%

*Estimated savings in dollars is based on a rate of \$0.160 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

Est. Investment Payback *	39
Est. 1st year return on investment	31%
Deposit (0%)	\$0.00
Total Payment	\$4,090.30

* 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: Payment Plans

Term	12 Months
Monthly Savings	\$104.11
Monthly Payment	\$381.28
Monthly Cash Flow	(\$277.17)

Payment plans are offered through Willdan (the "Lender").

Participation Agreement

PARTICIPATING CUSTOMER

Business Name:	LAGRANGE FIRE DIST
Billing Address:	504 Freedom Plains Rd, Poughkeepsie, NY, 12603
Central Hudson Customer Name:	Lagrange Fire Dist
Facility Address:	2388 Route 82, Lagrangevl , NY, 12540
Phone:	845-471-4693
E-Mail Address:	Toconnor@lagrangefireny.us

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Willdan Energy Co. (the "Company" and with the Participating Customer, a "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.

WILLDAN ENERGY CO.

Name:	Erik Hasler
Title:	Energy Service Representative
Address:	123 Rombout Ave Beacon, NY 12508
Phone:	(845) 372-4856
E-Mail:	ehasler@willdan.com
Project Number:	CH32725.1

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Chief Timothy Oâ€™Connor

Title: Facilities Director/Coordinator/Manager

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



Lump Sum Payment. Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$4,090.30 paid upon completion of the Work.



12 Payments. Participating Customer Deposit of \$0 upon signing this Participation Agreement, with the remaining balance payable to Willdan Energy Co. ("Company") in twelve (12) monthly payments of \$381.28 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement.



Extended Financing Option. Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

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:

Willdan 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 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 cost of the Measures plus the Amended Measures ("Total Cost", and less the amount of the utility incentive to be paid on behalf of Participating Customer, "Participating Customer Cost") 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 Total Cost 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 Total Cost 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 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). Willdan 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 **1-855-236-4832** 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Governing Law:

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

13. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Willdan Energy agrees to provide the work although the costs for this additional work will be the responsibility of the Participating 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.

14. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% 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."

ADDITIONAL PROVISIONS FOR EXTENDED PAYMENT TERMS:

In the event that Participating Customer selects 12-Payment or 24-Payments on the first page of this Agreement, the following provisions shall apply:

Participation Agreement

EXTENDED PAYMENTS

Equipment and Participating Customer Contribution:

- a. The estimated Total Cost of the installation including the estimated Participating Customer Cost 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. **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. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Willdan 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 Willdan for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Willdan 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 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. 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 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.
- e. Participating Customer shall pay Company all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

Payment Information

Participation Customer: LAGRANGE FIRE DIST

Phone Number: 845-471-4693

Facility Address: 2388 Route 82, Lagrangevl, NY, 12540

Email Address: Toconnor@lagrangefireny.us

Thank you for allowing Willdan Energy Co. ("Willdan") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Willdan. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Willdan. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Willdan in a lump sum, you have a number of ways of making your payment. You will be invoiced by Willdan for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line.
Willdan Accounts Receivable
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806
- Willdan's Online Payment Portal: Access to Willdan's online payment portal will be emailed to the email address provided to us. Payment can be made using our online portal by credit or debit card, or an ACH transfer from your bank account.
- Willdan's Payment by Phone Service: You can call Willdan to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-729-5463 during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Willdan Energy Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**
- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Willdan may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment

Payment Information

- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender

Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal



Presented to:

LAGRANGE FIRE COMPANY 2
Chief Timothy O'Connor (Facilities
Director/Coordinator/Manager)
Lagrange Fire Dist

504 Freedom Plains Rd
Poughkeepsie, NY, 12603
845-471-4693
toconnor@lagrangefireny.us

Presented by:

Erik Hasler
Energy Service Representative

WILLDAN
123 Rombout Ave
Beacon, NY 12508
845-372-4856
ehasler@willdan.com

This proposal includes the following sections:

2	Scope of Work
5	Delivery Plan
6	Summary
7	Payment Options
12	Payment Information

Scope of Work

Customer: LAGRANGE FIRE COMPANY 2

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		
		Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
1	Interior: Truck Bays	A 1x8, 4-Lamp T8 NP Fluorescent Fixture	22	will be Retrofit with (4) 4' RLED 5000K Lamps.	22	Watts: 1,645 kWh: 3,399 Est. Hours: 4,380
2	Interior: Compressor room	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 5000K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 4,380
3	Interior: Hall	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 5000K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 4,380
4	Interior: Radio room	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 4100K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 4,380
5	Interior: Lieutenant 1	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 4100K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 4,380
6	Interior: Lieutenant 2	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 4100K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 4,380
7	Interior: Medical room/storage	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 5000K Lamps.	3	Watts: 115 kWh: 238 Est. Hours: 4,380
8	Interior: Stairwell	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 5000K Lamps.	3	Watts: 115 kWh: 238 Est. Hours: 4,380
9	Interior: Meeting room	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	12	will be Retrofit with (4) 4' RLED 4100K Lamps.	12	Watts: 897 kWh: 1,854 Est. Hours: 4,380
10	Interior: Kitchen	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	5	will be Retrofit with (2) 4' RLED 5000K Lamps.	5	Watts: 192 kWh: 397 Est. Hours: 4,380

Scope of Work

Customer: LAGRANGE FIRE COMPANY 2

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		
		Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
11	Interior: Ready room	A 2x2, 2- U-Lamp T8 Fluorescent Fixture	9	will be Retrofit with (2) 4' U-Bent RLED 4100K Lamps.	9	Watts: 279 kWh: 576 Est. Hours: 4,380
12	Interior: Ready room	A 50w R20 Incandescent Fixture	6	will be replaced with an 5.5w Par20 Dimming LED Lamp.	6	Watts: 285 kWh: 589 Est. Hours: 4,380
13	Interior: Boiler	A 1x8, 4-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (4) 4' RLED 5000K Lamps.	1	Watts: 75 kWh: 154 Est. Hours: 4,380
14	Interior: Front hall	A 65w Par30 Incandescent Fixture	2	will be replaced with a 10w Par30 Dimming LED Lamp.	2	Watts: 117 kWh: 243 Est. Hours: 4,380
15	Interior: Front hall	A 65w Incandescent Fixture	4	will be replaced with a 7.2w BR30 Dimming LED Lamp.	4	Watts: 247 kWh: 510 Est. Hours: 4,380
16	Interior: File room	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 5000K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 4,380
17	Interior: Main Bathrooms	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with (2) 4' RLED 5000K Lamps.	2	Watts: 77 kWh: 159 Est. Hours: 4,380
18	Interior: Main Bathrooms	A 60w Incandescent Fixture	2	will be replaced with an 8.8w Dimming LED A-Lamp.	2	Watts: 109 kWh: 226 Est. Hours: 4,380
19	Interior: Stairwell/lockers	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 5000K Lamps.	3	Watts: 115 kWh: 238 Est. Hours: 4,380
20	Interior: Upstairs bathrooms	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	4	will be Retrofit with (2) 4' RLED 5000K Lamps.	4	Watts: 154 kWh: 318 Est. Hours: 4,380

Scope of Work

Customer: LAGRANGE FIRE COMPANY 2

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		
		Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
21	Interior: Upstairs bunk area	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with (2) 4' U-Bent RLED 4100K Lamps.	2	Watts: 139 kWh: 287 Est. Hours: 4,380
22	Interior: Top of stairs	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (2) 4' U-Bent RLED 4100K Lamps.	1	Watts: 69 kWh: 143 Est. Hours: 4,380
23	Exterior: Flag flood	A 175w Metal Halide Fixture	1	will be replaced with a New 35W LED Flood Fixture with optional PC and selectable color temperature.	1	kWh: 788 Est. Hours: 4,380
23	Exterior: Flag flood			Photocell 120V 1800W	1	Est. Hours: 4,380
Auto	Interior: Boiler	Lift Required for installation	1	Articulating Lift Rental 2 Day	1	Est. Hours: 0
Auto	Interior: Boiler	Lift Required for installation	1	Lift Delivery	1	Est. Hours: 0

Annual Energy Savings	10,836	kWh
Peak Demand *	4.86	kW

* 1000 Watts = 1 kW

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.

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:

855-236-4832

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!


Summary

Your business could spend up to **\$1,734** 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 → **\$144.47**
-  Savings after
1 Year → **\$1,733.68**
-  Savings after
5 Years → **\$8,668.40**

Total Upgrade Cost	\$10,848.17
Utility Incentive (29%)	\$2,925.59
Your Cost (71%)	\$7,922.58
Est. Annual Savings*	\$1,733.68/yr
Est. 1st Yr Return on Investment	22%

*Estimated savings in dollars is based on a rate of \$0.160 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

Est. 1st year return on investment	24%
Deposit (0%)	\$0.00
Total Payment	\$7,082.66

Option 2: Payment Plans

Term	12 Months	18 Months
Monthly Savings	\$144.47	\$144.47
Monthly Payment	\$660.22	\$440.14
Monthly Cash Flow	(\$515.75)	(\$295.67)

Payment plans are offered through Willdan (the "Lender").

Participation Agreement

PARTICIPATING CUSTOMER

Business Name: LAGRANGE FIRE COMPANY 2
Billing Address: 504 Freedom Plains Rd,
Poughkeepsie, NY, 12603
Central Hudson Customer Name: Lagrange Fire Dist
Facility Address: 504 Freedom Plains Rd,
Poughkeepsie, NY, 12603
Phone: 845-471-4693
E-Mail Address: toconnor@lagrangefireny.us

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Willdan Energy Co. (the "Company" and with the Participating Customer, a "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.

WILLDAN ENERGY CO.

Name: Erik Hasler
Title: Energy Service Representative
Address: 123 Rombout Ave Beacon, NY 12508
Phone: (845) 372-4856
E-Mail: ehasler@willdan.com
Project Number: CH13943.5

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Chief Timothy O'Connell

Title: Facilities Director/Coordinator/Manager

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



Lump Sum Payment. Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$7,082.66 paid upon completion of the Work.



12 Payments. Participating Customer Deposit of \$0 upon signing this Participation Agreement, with the remaining balance payable to Willdan Energy Co. ("Company") in twelve (12) monthly payments of \$660.22 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement.



18 Payments. Participating Customer Deposit of \$0 upon signing this Participation Agreement, with the remaining balance payable to Willdan Energy Co. ("Company") in eighteen (18) monthly payments of \$440.14 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement.



Extended Financing Option. Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

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:

Willdan 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 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 cost of the Measures plus the Amended Measures ("Total Cost", and less the amount of the utility incentive to be paid on behalf of Participating Customer, "Participating Customer Cost") 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 Total Cost 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 Total Cost 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 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). Willdan 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 1-855-236-4832 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Governing Law:

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

13. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Willdan Energy agrees to provide the work although the costs for this additional work will be the responsibility of the Participating 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.

14. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% 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."

ADDITIONAL PROVISIONS FOR EXTENDED PAYMENT TERMS:

In the event that Participating Customer selects 12-Payment or 24-Payments on the first page of this Agreement, the following provisions shall apply:

Participation Agreement

EXTENDED PAYMENTS

Equipment and Participating Customer Contribution:

- a. The estimated Total Cost of the installation including the estimated Participating Customer Cost 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. **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. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Willdan 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 Willdan for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Willdan 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 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. 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 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.
- e. Participating Customer shall pay Company all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

Payment Information

Participation Customer: LAGRANGE FIRE DIST

Phone Number: 845-471-4693

Facility Address: 504 Freedom Plains Rd, Poughkeepsie, NY, 12603

Email Address: toconnor@lagrangefireny.us

Thank you for allowing Willdan Energy Co. ("Willdan") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Willdan. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Willdan. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Willdan in a lump sum, you have a number of ways of making your payment. You will be invoiced by Willdan for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line.
Willdan Accounts Receivable
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806
- Willdan's Online Payment Portal: Access to Willdan's online payment portal will be emailed to the email address provided to us. Payment can be made using our online portal by credit or debit card, or an ACH transfer from your bank account.
- Willdan's Payment by Phone Service: You can call Willdan to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-729-5463 during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Willdan Energy Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**
- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Willdan may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment

Payment Information

- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender

Central Hudson Small Business Direct Install Lighting Program

Energy Efficiency Proposal



Presented to:

LAGRANGE FIRE STATION 3
Chief Timothy O'Connor (Facilities
Director/Coordinator/Manager)
Lagrange Fire Dist

21 Red Oaks Mill Rd
Poughkeepsie, NY, 12603
845-471-4693
Toconnor@lagrangefireny.us

Presented by:

Erik Hasler
Energy Service Representative

WILLDAN
123 Rombout Ave
Beacon, NY 12508
845-372-4856
ehasler@willdan.com

This proposal includes the following sections:

2	Scope of Work
4	Delivery Plan
5	Summary
6	Payment Options
11	Payment Information

Scope of Work

Customer: LAGRANGE FIRE STATION 3

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		
		Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
1	Interior: Meeting room	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	12	will be Retrofit with (3) 4' RLED 4100K Lamps.	12	Watts: 731 kWh: 1,510 Est. Hours: 2,920
2	Interior: Meeting room	A 65w Par30 Incandescent Fixture	12	will be replaced with a 10w Par30 Dimming LED Lamp.	12	Watts: 705 kWh: 1,457 Est. Hours: 2,920
3	Interior: Foyer/hall	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 5000K Lamps.	3	Watts: 115 kWh: 238 Est. Hours: 2,920
4	Interior: Ice machine	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 5000K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 2,920
5	Interior: Womens bathroom	A 1x2, 2-Lamp T12HO Fluorescent Fixture	1	will be Retrofit with (2) 2' RLED 5000K Lamps.	1	Watts: 78 kWh: 161 Est. Hours: 2,920
6	Interior: Womens bathroom	A 2x2, 2- U-Lamp T8 Fluorescent Fixture	3	will be Retrofit with (2) 4' U-Bent RLED 5000K Lamps.	3	Watts: 97 kWh: 200 Est. Hours: 2,920
7	Interior: TV/Lounge	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	9	will be Retrofit with (4) 4' RLED 4100K Lamps.	9	Watts: 673 kWh: 1,390 Est. Hours: 2,920
8	Interior: TV/Lounge	A 65w Par30 Incandescent Fixture	12	will be replaced with a 10w Par30 Dimming LED Lamp.	12	Watts: 705 kWh: 1,457 Est. Hours: 2,920
9	Interior: TV/Lounge	A 1x4, 1-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with (1) 4' RLED 4100K Lamp.	2	Watts: 43 kWh: 88 Est. Hours: 2,920
10	Interior: Drink storage	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (4) 4' RLED 4100K Lamps.	1	Watts: 75 kWh: 154 Est. Hours: 2,920

Scope of Work

Customer: LAGRANGE FIRE STATION 3

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		
		Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
11	Interior: Radio room	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with (2) 4' RLED 4100K Lamps.	2	Watts: 77 kWh: 159 Est. Hours: 2,920
12	Interior: Phone room	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (3) 4' RLED 4100K Lamps.	1	Watts: 61 kWh: 126 Est. Hours: 2,920
13	Interior: Gear hall	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (3) 4' RLED 5000K Lamps.	3	Watts: 183 kWh: 377 Est. Hours: 2,920
14	Interior: Truck bays	A 1x8, 4-Lamp T8 NP Fluorescent Fixture	10	will be Retrofit with (4) 4' RLED 5000K Lamps.	10	Watts: 748 kWh: 1,545 Est. Hours: 2,920
15	Interior: Truck bays	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with (2) 4' RLED 5000K Lamps.	1	Watts: 38 kWh: 79 Est. Hours: 2,920
16	Interior: Truck bays	A 1x4, 3-Lamp T8 NP Fluorescent Fixture	10	will be Retrofit with (3) 4' RLED 5000K Lamps.	10	Watts: 609 kWh: 1,258 Est. Hours: 2,920
Auto	Interior: Radio room	Lift Required for installation	1	Articulating Lift Rental 1 Day	1	Est. Hours: 0
Auto	Interior: Radio room	Lift Required for installation	1	Lift Delivery	1	Est. Hours: 0

Annual Energy Savings	10,278	kWh
Peak Demand *	4.97	kW

* 1000 Watts = 1 kW

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.

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:

855-236-4832

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!

Summary

Your business could spend up to **\$1,644** 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	→	\$137.04
\$ Savings after 1 Year	→	\$1,644.47
\$ Savings after 5 Years	→	\$8,222.35

Total Upgrade Cost	\$8,747.38
Utility Incentive (34%)	\$2,775.04
Your Cost (66%)	\$5,972.34
Est. Annual Savings*	\$1,644.47/yr
Est. 1st Yr Return on Investment	28%

*Estimated savings in dollars is based on a rate of \$0.160 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

Est. Investment Payback *	39
Est. 1st year return on investment	31%
Deposit (0%)	\$0.00
Total Payment	\$5,339.18

* 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: Payment Plans

Term	12 Months	18 Months
Monthly Savings	\$137.04	\$137.04
Monthly Payment	\$497.70	\$331.80
Monthly Cash Flow	(\$360.66)	(\$194.76)

Payment plans are offered through Willdan (the "Lender").

Participation Agreement

PARTICIPATING CUSTOMER

Business Name: LAGRANGE FIRE STATION 3
Billing Address: 504 Freedom Plains Rd,
Poughkeepsie, NY, 12603
Central Hudson Customer Name: Lagrange Fire Dist
Facility Address: 21 Red Oaks Mill Rd,
Poughkeepsie, NY, 12603
Phone: 845-471-4693
E-Mail Address: Toconnor@lagrangefireny.us

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Willdan Energy Co. (the "Company" and with the Participating Customer, a "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.

WILLDAN ENERGY CO.

Name: Erik Hasler
Title: Energy Service Representative
Address: 123 Rombout Ave Beacon, NY 12508
Phone: (845) 372-4856
E-Mail: ehasler@willdan.com
Project Number: CH20556.2

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Chief Timothy O'Connell

Title: Facilities Director/Coordinator/Manager

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



Lump Sum Payment. Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$5,339.18 paid upon completion of the Work.



12 Payments. Participating Customer Deposit of \$0 upon signing this Participation Agreement, with the remaining balance payable to Willdan Energy Co. ("Company") in twelve (12) monthly payments of \$497.7 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement.



18 Payments. Participating Customer Deposit of \$0 upon signing this Participation Agreement, with the remaining balance payable to Willdan Energy Co. ("Company") in eighteen (18) monthly payments of \$331.8 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement.



Extended Financing Option. Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

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:

Willdan 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 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 cost of the Measures plus the Amended Measures ("Total Cost", and less the amount of the utility incentive to be paid on behalf of Participating Customer, "Participating Customer Cost") 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 Total Cost 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 Total Cost 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 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). Willdan 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 1-855-236-4832 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Governing Law:

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

13. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Willdan Energy agrees to provide the work although the costs for this additional work will be the responsibility of the Participating 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.

14. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% 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."

ADDITIONAL PROVISIONS FOR EXTENDED PAYMENT TERMS:

In the event that Participating Customer selects 12-Payment or 24-Payments on the first page of this Agreement, the following provisions shall apply:

Participation Agreement

EXTENDED PAYMENTS

Equipment and Participating Customer Contribution:

- a. The estimated Total Cost of the installation including the estimated Participating Customer Cost 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. **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. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Willdan 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 Willdan for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Willdan 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 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. 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 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.
- e. Participating Customer shall pay Company all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

Payment Information

Participation Customer: LAGRANGE FIRE DIST

Phone Number: 845-471-4693

Facility Address: 21 Red Oaks Mill Rd, Poughkeepsie, NY, 12603

Email Address: Toconnor@lagrangefireny.us

Thank you for allowing Willdan Energy Co. ("Willdan") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Willdan. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Willdan. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Willdan in a lump sum, you have a number of ways of making your payment. You will be invoiced by Willdan for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line.
Willdan Accounts Receivable
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806
- Willdan's Online Payment Portal: Access to Willdan's online payment portal will be emailed to the email address provided to us. Payment can be made using our online portal by credit or debit card, or an ACH transfer from your bank account.
- Willdan's Payment by Phone Service: You can call Willdan to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-729-5463 during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Willdan Energy Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**
- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Willdan may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment

Payment Information

- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender