VILLAGE OF SAUGERTIES

43 PARTITION STREET
SAUGERTIES, N.Y. 12477

Village Board Meeting
Minutes
September 15, 2025

Present: Mayor Murphy, Trustees: Terry Parisian, Vince Buono, Andrew Zink, Don Hackett, Jeannine Mayer

Others: Bill Barr

Absent: Brian Martin

Mayor Murphy opened the Village Board meeting at 5:30pm.

Trustee Buono led the Pledge of Allegiance to the Flag

Trustee Parisian made the motion to approve the Village Board Meeting Minutes from September 2, 2025. Trustee Zink seconded the motion to approve the Village Board Meeting Minutes September 2, 2025. All in favor, Motion carried.

Trustee Buono presented the Abstracts for September 18, 2025

• General	$ 132,471.65
• Water	$ 45,257.44
• Wastewater	$ 88,278.10
• Capital Project	$ 243.00
TOTAL	$ 266,250.19

Trustee Hackett made a motion to approve the Abstracts for September 15, 2025. Trustee Zink seconded the motion to approve the Abstracts for September 15, 2025. All in favor, the motion carried unanimously.

Kevin Brown (Buildings and Grounds) – Central Hudson Efficiency Proposal for replacement of lighting at the Water Treatment Plant. See attached.

Treasurer Report – nothing to report

Trustees Reports

Trustee Parisian – nothing to report

Trustee Zink – Planning Board was cancelled for September; no applications came into the office.

Deputy Mayor Mayer – TV23 not working Anastasia isn't back to work. Hire 1 person to be paid. Street art Barking around Saugerties for the auction of the dogs. Banners for the Garlic Festival are put up. Next Chamber meeting will be October 29,2025, Women Small Businesses. Holiday in the Village Sunday December 7, 2025.

Trustee Hackett – Law about trailers on Railroad Avenue.

Trustee Buono – nothing to report

Trustee Hackett made a motion to Adjourn the Village Board Meeting. Trustee Zink seconded the motion to Adjourn the Village Board Meeting. All in favor, the motion carried unanimously. Meeting adjourned at 5:45PM.

The next **<u>Village Board meeting is October 6, 2025,</u> at 5:30PM**
Peggy Melville   Village Clerk   September 23, 2025

Village of Saugerties
Abstracts Monday September 17, 2025
As of September 15, 2025

Type	Date	Num	Name	Memo	Split	Amount
A-General Fund						
Bill	09/15/2025	Bill#223/EFT	Town Tax Collector	Town Tax Paid to Vill...	1964.4 · Tax Refund - CE	7,996.96
Bill	09/15/2025	July 2025/Code	Uniforms USA Inc		8664.4 · Code Enforcement - CE	42.00
Bill	09/15/2025	19994/EFT	Postmaster	Postage	1110.4 · Village Justice - CE	73.00
Bill	09/15/2025	5066	NYCOM	5066	1920.4 · Dues - CE	2,202.00
Bill	09/15/2025	CINV012991/EFT	MVP Select Care Payment	September 2025	9060.8 · Employee Benefits	30.00
Bill	09/15/2025	5549975/CC	Construction Tool Wareh...	5549975	5110403 · Batteries	66.00
Bill	09/15/2025	67448	Pipes Plus+	67448	5110.4 · Street Maint - CE	3,000.00
Bill	09/15/2025	5549685/CC	Construction Tool Wareh...	5549685	5110.4 · Street Maint - CE	68.90
Bill	09/15/2025	I152193	A. Montano CO. Inc	I152193	5110409 · Vehicle Parts	293.33
Bill	09/15/2025	5549580/CC	Construction Tool Wareh...	5549580	5110.4 · Street Maint - CE	282.58
Bill	09/15/2025	0001439118/CC	Noble Gas Solutions	0001439118	5110.4 · Street Maint - CE	60.76
Bill	09/15/2025	1207577	Peckham Industries Inc	1207577	5112.4 · CHIPS - CE	720.51
Bill	09/15/2025	HS55010511/EFT	NRG Business Marketing	544446969830	5110427 · Direct Energy Gas	10.16
Bill	09/15/2025	DPW/EFT	Amazon Marketplace Pay...	DPW	5110.4 · Street Maint - CE	18.99
Bill	09/15/2025	INV-2631/CC	Ulster CO Resource Rec ...	August 25	8160.4 · Recycling - CE	74.88
Bill	09/15/2025	413557	Interstate Batteries	413557	5110403 · Batteries	434.85
Bill	09/15/2025	32488	Romeo Ford of Kingston	8738	5110409 · Vehicle Parts	109.08
Bill	09/15/2025	006777C/EFT	Lingo	54685798	5110411 · Telephones	50.42
Bill	09/15/2025	28000/200466	Saugerties Lumber CO. Inc	28000	5110.4 · Street Maint - CE	178.36
Bill	09/15/2025	INV-2538/CC	Ulster CO Resource Rec ...	INV-2538	8160.4 · Recycling - CE	64.99
Bill	09/15/2025	INV-2537/CC	Ulster CO Resource Rec ...	INV-2537	8160401 · Garbage Removal	1,099.11
Bill	09/15/2025	August 25/DPW	Uniforms USA Inc	DPW	5110423 · DPW Uniform Rental	447.00
Bill	09/15/2025	620467892	UHY LLP	1042695	1320.4 · Auditing - CE	1,486.52
Bill	09/15/2025	August 25/Court	Town of Saugerties Polic...	August 2025	1110.4 · Village Justice - CE	540.00
Bill	09/15/2025	June 2025/Parks	Uniforms USA Inc	June 2025	7140.4 · Parks - CE	42.00
Bill	09/15/2025	558674/9402	The Reis Group	9402	1910.4 · Unallocated Insurance - CE	96,796.16
Bill	09/15/2025	558675/9402	The Reis Group	558675	1910.4 · Unallocated Insurance - CE	575.00
Bill	09/15/2025	789089591141/EFT	The Hartford	September 25	9060.8 · Employee Benefits	61.98
Bill	09/15/2025	HS55010510/EFT	NRG Business Marketing	544446969826	1620.4 · Buildings - CE	33.54
Bill	09/15/2025	HS55019378/EFT	NRG Business Marketing	54444681127	7140.4 · Parks - CE	6.01
Bill	09/15/2025	562737528	Toshiba	562737528	1620.4 · Buildings - CE	221.25
Bill	09/15/2025	62983/CC	AED Market	62983	1620.4 · Buildings - CE	484.00
Bill	09/15/2025	INV741457/EFT	ITC/Clearfly	SBN107735	1620.4 · Buildings - CE	147.79
Bill	09/15/2025	1698705/EFT	Intermedia	NS-38606	1620.4 · Buildings - CE	1,483.85
Bill	09/15/2025	006777E/EFT	Lingo	54731359	7140.4 · Parks - CE	56.54
Bill	09/15/2025	955559	Uniforms USA Inc	955559/97334	1620.4 · Buildings - CE	300.00
Bill	09/15/2025	94441/95560/Parks	Uniforms USA Inc	August 25	7140.4 · Parks - CE	42.00
Bill	09/15/2025	006777B/EFT	Lingo	54381671	1110.4 · Village Justice - CE	79.91
Bill	09/15/2025	137329/CC	Bottini Fuel Account 8340...	137329	8664.4 · Code Enforcement - CE	57.26

Type	Date	Num	Name	Memo	Split	Amount
Bill	09/15/2025	27985/CC	Bottini Fuel Account 8340...	27985	8664.4 · Code Enforcement - CE	45.69
Bill	09/15/2025	137329/CC	Bottini Fuel Account 8340...	137329	3410.4 · Fire - CE	239.13
Bill	09/15/2025	27985/CC	Bottini Fuel Account 8340...	27985	3410.4 · Fire - CE	190.81
Bill	09/15/2025	233915/CC	Bottini Fuel Account 7032...	233915	3410.4 · Fire - CE	83.96
Bill	09/15/2025	28093/CC	Bottini Fuel Account 7032...	28093	3410.4 · Fire - CE	85.46
Bill	09/15/2025	3503/Aug 25	Rip's Auto Parts Inc	3503	3410.4 · Fire - CE	13.07
Bill	09/15/2025	HS55027641/EFT	NRG Business Marketing	544446969827	3410.4 · Fire - CE	8.37
Bill	09/15/2025	Donation	Saugerties Lions Club		1210.4 · Mayor - CE	50.00
Bill	09/15/2025	252450006963/EFT	CDPHP / Delta Dental	September 2025	9060.8 · Employee Benefits	1,449.41
Bill	09/15/2025	1167/Tree	P C Smith & Son Inc	August 25	8510.4 · Beautification - CE	154.33
Bill	09/15/2025	2025ci-25729	Hudson Valley One	2025ci-25729	8010.4 · Zoning Board - CE	36.36
Bill	09/15/2025	137329/CC	Bottini Fuel Account 8340...	137329	1620.4 · Buildings - CE	144.37
Bill	09/15/2025	27985/CC	Bottini Fuel Account 8340...	27985	1620.4 · Buildings - CE	115.19
Bill	09/15/2025	137329/CC	Bottini Fuel Account 8340...	137329	7140.4 · Parks - CE	244.98
Bill	09/15/2025	27985/CC	Bottini Fuel Account 8340...	27985	7140.4 · Parks - CE	195.47
Bill	09/15/2025	137329/Harv/CC	Bottini Fuel Account 8340...	137329	7320.4 · Beach - CE	62.50
Bill	09/15/2025	27985/Harv/CC	Bottini Fuel Account 8340...	27985	7320.4 · Beach - CE	49.87
Bill	09/15/2025	September 25	Roemer Wallens Gold & ...	September 25	1420.4 · Attorney - CE	550.00
Bill	09/15/2025	Postage	Pitney Bowes		1325.4 · Clerk / Treasurer - CE	109.00
Bill	09/15/2025	Postage/Court/EFT	Pitney Bowes	Court	1110.4 · Village Justice - CE	100.00
Bill	09/15/2025	5550267/CC	Construction Tool Wareh...	5550267	5110.4 · Street Maint - CE	7.41
Bill	09/15/2025	00025547	Amthor Welding	00025547	-SPLIT-	138.10
Bill	09/15/2025	233915/CC	Bottini Fuel Account 7032...	233915	5110419 · Gasoline	441.46
Bill	09/15/2025	28093/DPW/CC	Bottini Fuel Account 7032...	28093	5110419 · Gasoline	449.34
Bill	09/15/2025	137329/DPW/CC	Bottini Fuel Account 8340...	137329	5110419 · Gasoline	545.20
Bill	09/15/2025	27985/DPW/CC	Bottini Fuel Account 8340...	27985	5110419 · Gasoline	435.03
Bill	09/15/2025	5550512/CC	Construction Tool Wareh...	5550512	5110409 · Vehicle Parts	19.27
Bill	09/15/2025	5550484/CC	Construction Tool Wareh...	5550484	5110404 · Hand Tools	205.29
Bill	09/15/2025	5550510/CC	Construction Tool Wareh...	5550510	5110405 · Shop Tools	106.65
Bill	09/15/2025	I152254	A. Montano CO. Inc	I152254	5110409 · Vehicle Parts	520.10
Bill	09/15/2025	1211600	Peckham Industries Inc	1211600	5112.4 · CHIPS - CE	526.46
Bill	09/15/2025	3500/DPW	Rip's Auto Parts Inc	3500	5110409 · Vehicle Parts	36.27
Bill	09/15/2025	3500/DPW	Rip's Auto Parts Inc	3500	5110401 · Oil & Lubricants	105.81
Bill	09/15/2025	28000/DPW	Saugerties Lumber CO. Inc	28000	5110.4 · Street Maint - CE	227.70
Bill	09/15/2025	28000/DPW	Saugerties Lumber CO. Inc	28000	5110.4 · Street Maint - CE	41.57
Bill	09/15/2025	Seamon Park Home...	LaBounty Painting		7140.4 · Parks - CE	988.09
Bill	09/15/2025	24000002063/EFT	Central Hudson	21001003777	1620.4 · Buildings - CE	1,269.57
Bill	09/15/2025	24000002063/EFT	Central Hudson		7140.4 · Parks - CE	109.63
Bill	09/15/2025	24000002063/EFT	Central Hudson		7320.4 · Beach - CE	96.72
Bill	09/15/2025	3500/Aug 25	Rip's Auto Parts Inc	3500	7140.2 · Parks - EQ	80.61

	Type	Date	Num	Name	Memo	Split	Amount
	Bill	09/15/2025	702/Aug 25	P C Smith & Son Inc	702	7140.4 · Parks - CE	1,332.95
	Bill	09/15/2025	5232/August 25	P C Smith & Son Inc	5232	7140.4 · Parks - CE	179.76
	Bill	09/15/2025	Cloud Storage/CC	Carbonite Inc		8664.4 · Code Enforcement - CE	325.00
	Bill	09/15/2025	Cloud Storage/CC	Carbonite Inc	CC	1325.4 · Clerk / Treasurer - CE	325.00
	Bill	09/15/2025	June 25/Parks	Gallo's of Woodstock		7140.4 · Parks - CE	293.00
Total A-General Fund							132,471.65
FX-Water Fund							
	Bill	09/15/2025	CINV012991/EFT	MVP Select Care Payment	September 2025	9060.8 · Employee Benefits	19.75
	Bill	09/15/2025	558674/9402	The Reis Group	2025-2026 Renewal	1910.4 · Unallocated Insurance - CE	29,038.85
	Bill	09/15/2025	789089591141/EFT	The Hartford	Sept 25	9060.8 · Employee Benefits	23.30
	Bill	09/15/2025	252450006963/EFT	CDPHP / Delta Dental	252450006963/Sept 25	9060.8 · Employee Benefits	449.98
	Bill	09/15/2025	Postage/Water/EFT	Pitney Bowes	Postage/Water	8310.4 · Water Administration - CE	375.00
	Bill	09/15/2025	00123914-0	Kenco's Work & Safety	Fred Carney	8330410 · Uniform Rental	117.00
	Bill	09/15/2025	14538461/Water	Hach Company		8130412 · Chemicals	267.31
	Bill	09/15/2025	INV00812956	USA Blue Book	INV00812956	8330403 · Lab Tests	313.65
	Bill	09/15/2025	INV00818339	USA Blue Book	INV00818339	8330402 · Chemicals/Supplies	93.16
	Bill	09/15/2025	38271/Water	JH Consult Group Inc	38271	8330403 · Lab Tests	1,420.00
	Bill	09/15/2025	006777A/Water/EFT	Lingo	54742271	8330406 · Telephones	50.42
	Bill	09/15/2025	3493/Water	Rip's Auto Parts Inc	3493	8340412 · Truck Maintenance	4.05
	Bill	09/15/2025	1004994/Water	ESC Environmental Inc	1004994	8330402 · Chemicals/Supplies	5,962.28
	Bill	09/15/2025	August 25/Water	Uniforms USA Inc	August 25/Water	8330410 · Uniform Rental	144.00
	Bill	09/15/2025	6537731/Water	E J Prescott Inc	6537731	8340414 · Hydrants & Valves	385.26
	Bill	09/15/2025	6534413/Water	E J Prescott Inc	6534413	8340414 · Hydrants & Valves	1,511.00
	Bill	09/15/2025	5549353/Water/CC	Construction Tool Wareh...	5549353	8330407 · Misc. Expenses	12.70
	Bill	09/15/2025	10507	Kingston Water Departm...	10507	8330403 · Lab Tests	175.00
	Bill	09/15/2025	14651188	Hach Company	14651188	8330402 · Chemicals/Supplies	309.33
	Bill	09/15/2025	Cloud Storage/Water	Carbonite Inc		8310.4 · Water Administration - CE	325.00
	Bill	09/15/2025	132894/Water/CC	Safeco Alarm Systems Inc	132894	8310.4 · Water Administration - CE	125.85
	Bill	09/15/2025	24000002063/W/EFT	Central Hudson	21001132766/210011...	8330405 · Electric	3,643.91
	Bill	09/15/2025	Water/EFT	Amazon Marketplace Pay...		8310.4 · Water Administration - CE	6.32
	Bill	09/15/2025	137329/Water/CC	Bottini Fuel Account 8340...	137329	8340416 · Gasoline	269.38
	Bill	09/15/2025	27985/Water/CC	Bottini Fuel Account 8340...	27985	8340416 · Gasoline	214.94
Total FX-Water Fund							45,257.44

Type	Date	Num	Name	Memo	Split	Amount
G-Wastewater Fund						
Bill	09/15/2025	CINV012991/EFT	MVP Select Care Payment	September 25	9060.8 · Employee Benefits	8.75
Bill	09/15/2025	558674/9402	The Reis Group	2025-2026 Renewal	1910.4 · Unallocated Insurance - CE	35,491.92
Bill	09/15/2025	789089591141/EFT	The Hartford	Sept 25	9060.8 · Employee Benefits	17.01
Bill	09/15/2025	74572/WW	Environmental Labworks I...	74572	8130414 · Lab Tests	1,540.00
Bill	09/15/2025	491060	Slack Chemicals Compan...	491060	8130412 · Chemicals	2,098.20
Bill	09/15/2025	25-268	A-Team Pump & Control ...	25-268	8120.4 · Sanitary Sewer - CE	19,260.74
Bill	09/15/2025	Postage/WW	Pitney Bowes	Postage	8110.4 · Waste Water Administrati...	375.00
Bill	09/15/2025	3498/August 25	Rip's Auto Parts Inc	3498	8130424 · Vehicle Maintenance	54.37
Bill	09/15/2025	3159/WW	North Dome Operations, I...	3159	8130.1 · Waste Water Treatment -...	10,000.00
Bill	09/15/2025	0001439119/CC	Noble Gas Solutions	0001439119	8130421 · Buildings & Grounds	9.61
Bill	09/15/2025	5548857/WW	Construction Tool Wareh...	5548857	8130422 · Misc. Expense	11.37
Bill	09/15/2025	5550004/CC	Construction Tool Wareh...	5550004	8130421 · Buildings & Grounds	5.90
Bill	09/15/2025	9226/WW	American Compost Corp.	9226	8130430 · BioSolids Removal-NEW	10,576.33
Bill	09/15/2025	IN325488/CC	RingSquared	IN325488	8130418 · Telephone	279.86
Bill	09/15/2025	0067779/EFT	Lingo	54731095	8130418 · Telephone	201.66
Bill	09/15/2025	94330/WW	Uniforms USA Inc	August 2025	8130419 · Uniform Rental/Clothing...	206.50
Bill	09/15/2025	252450006963/EFT	CDPHP / Delta Dental	Sept 25	9060.8 · Employee Benefits	269.16
Bill	09/15/2025	137329/WW/CC	Bottini Fuel Account 8340...	137329/WW	8130417 · Gasoline	255.26
Bill	09/15/2025	27985/WW/CC	Bottini Fuel Account 8340...	27985/WW	8130417 · Gasoline	203.68
Bill	09/15/2025	24000002063/EFT	Central Hudson	WW	8130411 · Electric	5,773.89
Bill	09/15/2025	5549352/WW/CC	Construction Tool Wareh...	5549352	8130422 · Misc. Expense	136.70
Bill	09/15/2025	704/August 25/WW	P C Smith & Son Inc	704	8130416 · Maintenance/Equipment...	694.10
Bill	09/15/2025	704/WW/Aug 25	P C Smith & Son Inc	704	8130421 · Buildings & Grounds	169.82
Bill	09/15/2025	704/WW/Aug 25	P C Smith & Son Inc	704	8130424 · Vehicle Maintenance	69.36
Bill	09/15/2025	704/WW/Aug 25	P C Smith & Son Inc	704	8120.4 · Sanitary Sewer - CE	25.04
Bill	09/15/2025	Cloud Storage/WW/...	Carbonite Inc		8110.4 · Waste Water Administrati...	324.99
Bill	09/15/2025	132894/WW/CC	Safeco Alarm Systems Inc	132894	8110.4 · Waste Water Administrati...	84.00
Bill	09/15/2025	WW	Amazon Marketplace Pay...	WW	8130416 · Maintenance/Equipment...	134.88
Total G-Wastewater Fund						88,278.10
TE-Private Purpose Trust						
Bill	09/15/2025	083	Glennon Locksmiths	083	7000.3 · Donlon Expense	108.00
Bill	09/15/2025	15422	Route 32 Supply LLC		TE230.5 · Tree Commission Acct	135.00
Total TE-Private Purpose Trust						243.00

Type	Date	Num	Name	Memo	Split	Amount
Unclassified						
Total unclassified						
TOTAL						**266,250.19**

Central Hudson Small Business
Direct Install Program

Energy Efficiency Proposal

WILLDAN

people. Power. Possibilities.
Central Hudson
A FORTIS COMPANY

Presented to:
VILLAGE OF SAUGERTIES - WATER TREATMENT
Kevin Brown (Facilities Director/Coordinator/Manager)
Village Of Saugerties - Water Treatment

Blue Mtn Rd
Saugerties, NY, 12477-9003
845-399-2321
kbrown@villageofsaugerties.org

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:

Scope of Work

Customer: VILLAGE OF SAUGERTIES - WATER TREATMENT

Program Energy Efficiency Measures

		Existing Measure		Proposed Measure		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
Auto	Water Treatment: Exterior - Wall Packs	Lift Required for installation	1	Articulating Lift Rental 1 Week	1	
Auto	Water Treatment: Exterior - Wall Packs	Lift Required for installation	1	Lift Delivery	1	
1	Water Treatment: Main Open Space	A 1x8, 4-Lamp T8 NP Fluorescent Fixture	59	will be Retrofit with (4) 4' RLED 5000K Lamps.	59	Watts: 2,721 kWh: 15,623 Est. Hours: 3,650
2	Water Treatment: Main Open Space	A 1x8, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 5000K Lamps.	3	Watts: 71 kWh: 409 Est. Hours: 3,650
3	Water Treatment: Main Open Space	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (4) 4' RLED 5000K Lamps.	3	Watts: 138 kWh: 794 Est. Hours: 3,650
4	Water Treatment: Upstairs office/lab	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	8	will be Retrofit with (2) 4' RLED 4100K Lamps.	8	Watts: 190 kWh: 1,089 Est. Hours: 3,650
5	Water Treatment: Chlorine room	A 1x4, 4-Lamp T5 54W Fluorescent Fixture	2	will be Retrofit with (4) 4' T5 RLED 5000K Lamps.	2	Watts: 171 kWh: 981 Est. Hours: 3,650
6	Water Treatment: Exterior - Wall Packs	A 250w Metal Halide Fixture	11	will be replaced with a New LED 39W Wall Pack Fixture with optional PC and selectable color temperature.	11	kWh: 12,323 Est. Hours: 4,380

Scope of Work

Customer: VILLAGE OF SAUGERTIES - WATER TREATMENT

Program Energy Efficiency Measures

		Existing Measure		Proposed Measure		
Line	Location	Existing Type	Qty	Proposed Type	Qty	Est. Energy Savings by Line Item
6	Water Treatment: Exterior - Wall Packs			Photocell 120V 1800W	11	

Annual Energy Savings	31,220	kWh
Peak Demand *	3.29	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 **$4,995** 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**	**$416.26**
Savings after **1 Year**	**$4,995.13**
Savings after **5 Years**	**$24,975.65**

Total Upgrade Cost	$19,805.97
Utility Incentive (53%)	$9,902.05
Your Cost (47%)	$9,903.92
Est. Annual Savings *	$4,995.13/yr
Est. Investment Payback **	24 Months
Est. 1st Yr Return on Investment	50%

* Estimated savings in dollars is based on a blended rate of $0.160 per kWh, $0.780 per Therm, applied to projected kWh and Therm savings amounts. See Scope of Work for a detailed breakdown of energy savings.
** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback *	21
Est. 1st year return on investment	57%
Deposit (0%)	$0.00
Total Payment	$8,814.44

* 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	24 Months
Monthly Savings	$416.26	$416.26
Monthly Payment	$825.33	$412.66
Monthly Cash Flow	($409.07)	$3.60

Payment plans are offered through National Energy Improvement Fund (the "Lender").

Participation Agreement

PARTICIPATING CUSTOMER

Business Name:	VILLAGE OF SAUGERTIES - WATER TREATMENT
Billing Address:	Blue Mtn Rd, Saugerties, NY, 12477-9003
Central Hudson Customer Name:	Village Of Saugerties - Water Treatment
Facility Address:	Blue Mtn Rd, Saugerties , NY, 12477-9003
Phone:	845-399-2321
E-Mail Address:	kbrown@villageofsaugerties.org

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:	CHUD086781.3

PARTICIPATING CUSTOMER

Signature:	
Date:	
Print Name:	Kevin Brown
Title:	Facilities Director/Coordinator/Manager

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

- [x] **Lump Sum Payment.** Initial Payment of $0.00 upon signing this Participation Agreement, with the remaining balance of $8,814.44 paid upon completion of the Work.
- [ ] **12 Payments.** Participating Customer payments over time will be made in accordance with the Financing Agreement between the Participating Customer and the National Energy Improvement Fund (the "Lender").
- [ ] **24 Payments.** Participating Customer payments over time will be made in accordance with the Financing Agreement between the Participating Customer and the National Energy Improvement Fund (the "Lender").
- [ ] **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 the requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the 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.

Customer agrees and authorizes the utility's sharing of the participant-customer's information and/or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and anonymized whole building, building or subsets of the project.)

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:

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: VILLAGE OF SAUGERTIES - WATER TREATMENT

Phone Number: 845-399-2321

Email Address: kbrown@villageofsaugerties.org

Facility Address: Blue Mtn Rd, Saugerties, NY, 12477-9003

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 Energy Solutions
  P.O. Box 51645
  Los Angeles, CA 90051-5945
- 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