

**VILLAGE OF TUXEDO PARK
BOARD OF TRUSTEES
SPECIAL MEETING
JUNE 5, 2024**

Present: Mayor Marc Citrin
Deputy Mayor Michele Lindsay
Trustee Joshua Scherer

Clerk: Elizabeth A. Doherty

Absent: Trustee Paul Brooke
Trustee Anna “Tinka” Shaw

Attendees: No members of the public were in attendance at Village Hall and no members of the public attended via Zoom.

Mayor Citrin called the meeting to order at 4:00 p.m. and led with the Pledge of Allegiance. Roll call was taken.

**Donation of Generator and Transfer Switch
Resolution 0604-01**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY
MATTHEW TINARI AND MOLLY GONZALEZ
TO THE VILLAGE OF TUXEDO PARK.

WHEREAS, Matthew Tinari and Molly Gonzalez have presented to the Village of Tuxedo Park a gift in the form of an emergency backup generator valued at a total amount of \$9,000 and a transfer switch valued at a total amount of \$2,000; and

WHEREAS, the said donation will be used by the Village of Tuxedo Park Police Department as a source of electricity in the event of a power outage or interruption and to allow for continued uninterrupted police services;

WHEREAS, the Board of Trustees of the Village of Tuxedo Park deems the acceptance of such gift to be in the best interests of the Village of Tuxedo Park; now therefore, be it

RESOLVED, that the said gift is gratefully accepted and the Mayor is hereby authorized to direct the Police Chief of the Village of Tuxedo Park Police Department to accept the donation and to use the donation in furtherance of the Police Department’s functions.

Motion made by Mayor Citrin, seconded by Deputy Mayor Lindsay.

Vote of the Board:

Mayor Citrin – Aye
Deputy Mayor Lindsay – Aye
Trustee Brooke – Absent
Trustee Scherer – Aye
Trustee Shaw – Absent

**Orange & Rockland Utility
Energy Assessment Report Proposal
Resolution 0605-02**

Be it resolved that the Board of Trustees accept the proposal from Orange & Rockland utility (attached to these minutes) at a cost of \$15,612 for a two year payment plan at 0 interest with no fees to the Village for the payment plan.

Motion made by Mayor Citrin, seconded by Deputy Mayor Lindsay.

Vote of the Board:

Mayor Citrin – Aye
Deputy Mayor Lindsay – Aye
Trustee Brooke – Absent
Trustee Scherer – Aye
Trustee Shaw – Absent

**Adjournment
Resolution 0605-03**

There being no further business, the Mayor made a motion to adjourn the meeting at 4:16 p.m., seconded by Deputy Mayor Lindsay.

Vote of the Board:

Mayor Citrin – Aye
Deputy Mayor Lindsay – Aye
Trustee Brooke – Absent
Trustee Scherer – Aye
Trustee Shaw – Absent

Respectfully submitted,



Elizabeth A. Doherty
Village Clerk-Treasurer



(Cover Letter - Page 1 of 2)

June 5, 2024

John Ledwith
Building Inspector &
Consultant to the Village Board of Trustees
Village of Tuxedo Park
80 Lorillard Rd.
Tuxedo Park, NY 10987

Dear John:

On behalf of Orange & Rockland utility, thank you for your interest in investing in *energy saving improvements* for **The Village of Tuxedo Park**. We are pleased to present this *turnkey proposal* that includes Project Management, Rebate Management, Electrical Installation, and Recycling & removal of your old lamps and fixtures.

The below incentives are valid for 30 days

Energy Reduction (%): See Scope of Work

REVISED

*Cost of selected improvement: \$20,231.00

*Rebates & Incentives: - \$4,619.00

Net Project Cost: \$15,612.00

(Includes installation, materials & recycling)

You can opt pay the net project cost, or take advantage of the following **0% interest financing** program from Orange & Rockland Utility.

<u>Term</u>	<u>Monthly Payment</u>
1 Yr.	\$1,301.00/mo.
2 Yr.	\$650.50/mo.

Please note that the Incentive Program from Orange & Rockland Utility that this proposal is based on expires on June 30, 2024. Projects **MUST** be installed by June 21st to qualify for the stated incentives.



(Cover Letter - Page 2 of 2)

Please review the Scope of Work on the next few pages. Items with ~~red track changes~~ have been removed from the scope to reduce the overall costs.

If you would like to proceed with our recommendation, please sign the "Terms & Conditions" signature pages and return to us for processing.

Sincerely,

Len Bailey

Len Bailey

e-mail: len@rtglighting.com

Office: 845-360-5363

Direct: 845-360-8100



Revised 5/30/2024

Scope of Work for

Customer: Village of Tuxedo Park – Police Station

Site Address: 2 & 3 Tuxedo Rd

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Name of Area:	Exterior Above Entrance Door	Above Desk at entryway
Existing:	Square Canopy fixture w/ 100W Metal Halide Lamp	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes
Fixture Quantity:	1	2
# lamps in Fixture:	1	2
RTG Replacement:	Fixture Retrofit, with 30W high Lumen LED Lamp New Surface mount LED fixture	15W LED tubes/4K CCT
NOTES:	 70% Energy Reduction	53% Energy Reduction

Name of Area:	Conference Room	Kitchen
Existing:	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes
Fixture Quantity:	2	1
# lamps in Fixture:	2	2
RTG Replacement:	15W LED tubes/4K CCT	15W LED tubes/4K CCT
NOTES:	53% Energy Reduction	53% Energy Reduction

Name of Area:	Wall Sconce	Storeroom
Existing:	1x23W CFL/1x 60W Incandescent Lamp	1x40W CFL Lamp
Fixture Quantity:	1	1
# lamps in Fixture:	2	1
RTG Replacement:	9W LED A19 Lamp	Fixture Retrofit 9W LED A19 Lamp surface mount LED fixture w/integrated PIR motion-sensor
NOTES:	 72.9% energy reduction	 78% energy reduction

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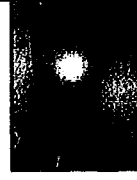
LED Lighting Upgrade



Name of Area:	Officer's Entryway	Bathroom
Existing:	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes	1x23W CFL Lamp
Fixture Quantity:	1	1
# lamps in Fixture:	2	2
RTG Replacement:	15W LED tubes/4K CCT 53% energy savings	9W LED A19 Lamp 60.1% energy savings + Wall mounted Occupancy Sensor
NOTES:	 53% Energy Reduction	

Name of Area:	1st Floor Officer's Entrance	3rd Floor Hallway
Existing:	2-Head Fixture w/ 60W Incandescent Lamps	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes
Fixture Quantity:	1	1
# lamps in Fixture:	2	2
RTG Replacement:	IP 65 Rated 15W LED lamps LED 30W Fixture w/swivel mount facing out to parking lot	15W LED tubes/4K CCT
NOTES:	 75% energy reduction	 53% energy reduction

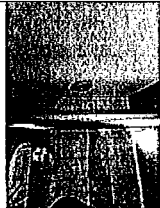
Add Photo cells

Name of Area:	2nd Floor Stairwell	2nd Floor Hallway
Existing:	Fixture w/60W Incandescent	Fixture w/ 23W CFL Lamp
Fixture Quantity:	1	1
# lamps in Fixture:	1	1
RTG Replacement:	9W LED A19 Lamp **Safety Issue: no switch for this light on the 2nd floor. Add a switch so light can be also controlled from the 2nd Floor** 85% energy reduction	9W LED A19 Lamp 61% Energy Reduction
NOTES:		



Name of Area:	Chief & DeJace's Office	2nd Floor Hallway (above window)
Existing:	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes
Fixture Quantity:	2 (1xper office)	1
# lamps in Fixture:	2	2
RTG Replacement:	15W LED tubes/4K CCT	15W LED tubes/4K CCT
NOTES:	 53% reduction	 53% reduction

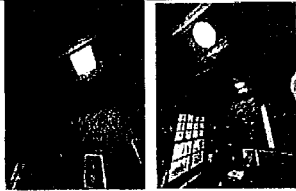
Name of Area:	Locker Room	Bathroom
Existing:	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes	Wall Sconce w/ 40W CFL Lamp
Fixture Quantity:	1	1
# lamps in Fixture:	2	1
RTG Replacement:	15W LED tubes/4K CCT	9W LED A19 Lamp/4000K **Brighten up this room**
NOTES:	 53% reduction	 77.5% reduction

Name of Area:	Bathroom Shower Fixture	3rd Floor Storage
Existing:	6" Round recessed w/ CFL Lamp	1x4 Fixture with 2x32W/4FT T8 Fluorescent tubes
Fixture Quantity:	1	2
# lamps in Fixture:	1	2
RTG Replacement:	8" Round LED Flush Mount Waterproof Fixture	15W LED tubes/4K CCT
NOTES:	 56% reduction	 53% reduction



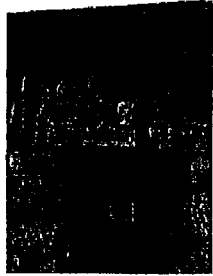
Name of Area:	2nd Floor Stairwell	
Existing:	**Nothing – Safety Issue**	
Fixture Quantity:		
# lamps in Fixture:		
RTG Replacement:	Add LED 6" ROUND Fixture with integrated PIR motion sensor	
NOTES:		

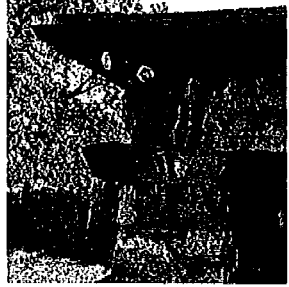
Police Station - 2 Tuxedo Park Rd

Name of Area:	Entrance/Hallway	Hallway/Small Kitchen
Existing:	STRIP Fixture each w/ 2x4Ft/32W T8 Fluorescent	Surface Mount Fixtures each w/ 2x23W CFL Lamps
Fixture Quantity:	2	4 (2 per location)
# lamps in Fixture:	2	2
RTG Replacement:	Retrofit w/ 15W LED T8 tubes 40W LED STRIP Fixtures **Add 2x switches to control the new Lights**	Retrofit with 9W LED A19 Lamps
NOTES:	 53% energy reduction	 Hallway Kitchen 60.8% reduction

Name of Area:	Rear Office	2nd Floor Stairwell
Existing:	2x2 Fixture w/ 2x32W U bent T8 Fluorescent Tubes	Round Surface mount w/ 23W CFL Lamp
Fixture Quantity:	2	1
# lamps in Fixture:	2	2
RTG Replacement:	Retrofit w/ 15W LED T8 U bent tubes, ballast bypass	Retrofit w/ A19/9W LED Lamps
NOTES:	 53% reduction	 60.8% reduction



Name of Area:	2 nd Floor Office	Exterior Rear Entry Door
Existing:	12" Round Surface mount Fixture w/2x23W CFL Lamps	Barn light directly above the door
Fixture Quantity:	2	1
# lamps in Fixture:	2	1
RTG Replacement:	Retrofit w/ 9W LED A19 lamps **ADD occupancy Sensor**	Retrofit with high Lumen 30W LED Lamp Replace with 3 CCT Tunable (set to 3000K); Wallpack w/ integrated photocell
NOTES:	 60% energy reduction	 82% energy reduction

Name of Area:	Exterior Rear Entry Door (twin lights)	
Existing:	Twin 100W Halogen Lamps	
Fixture Quantity:	1	
# lamps in Fixture:	2	
RTG Replacement:	Retrofit with IP 65 Rated 15W LED Lamps Twin 20W LED Fixture w/ Motion Sensor	
NOTES:	 80% reduction	



Scope of Work

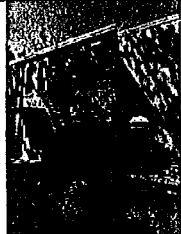
Site Addresses:

- Water Plant – Chastellux Lane / Lower Lift Pump Station / Ridge Rd-Water Tanks
- 18 Wee Wah New+Old Sewer / DPW Shop / Village Hall + Courtroom

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Water Filtration Plant-Chastellux Lane

Name of Area:	Interior	Bollard
Existing:	Vapor Proof fixture with 2x75W/8FT, T8 fluorescent tubes	Vapor Proof fixture with 2x4FT/T8/32W fluorescent tubes
Fixture Quantity:	2	1
# lamps in Fixture:	2	2
RTG Replacement:	Retrofit w/ 36W LED T8, 8FT tubes	Retrofit w/15W, T8 LED Tubes
NOTES:	 *confirm pin type* 52% energy savings	 53% energy reduction

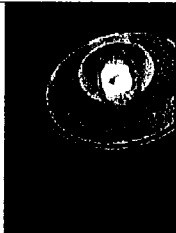
Name of Area:	Exterior Wallpacks	
Existing:	Wallpacks with 175W Metal Halide Lamp	
Fixture Quantity:	2	
# lamps in Fixture:	1	
RTG Replacement:	LED, Full Cutoff 60W Wallpack, Light facing Down to prevent light spillage	
NOTES:	 65% reduction	



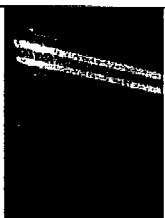
Scope of Work

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Lower Lift Pump Station

Name of Area:	Interior	Rear/Back of Building Wallpack
Existing:	23W CFL lamp w/ e26 base	Wallpack with 175W Metal Halide Lamp
Fixture Quantity:	4	1
# lamps in Fixture:	1	1
RTG Replacement:	9W, LED A19, LED Lamps	LED, Full Cutoff 60W Wallpack, Light facing Down to prevent light spillage
NOTES:	 **ADD wall mounted PIR occupancy sensor** 60% reduction	 65% energy reduction

Ridge Rd – Water Tanks

Name of Area:	Small Guardhouse Exterior Entrance (Compact Wall pack)	Inside Guardhouse
Existing:	Wallpack w/ 32W CFL & integrated photocell	Vapor Proof fixture with 2x4FT/T8/32W fluorescent tubes
Fixture Quantity:	1	1
# lamps in Fixture:	1	2
RTG Replacement:	Retrofit w/ 9W A19 LED lamp LED 15W Fixture w/ integrated Photocell	Retrofit w/15W, T8 LED Tubes
NOTES:	 80% energy reduction	 53% energy reduction



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18 Wee Wah – New Sewer Plant

Name of Area:	Control Room	
Existing:	Manual Switch	
Fixture Quantity:	1	
# lamps in Fixture:	2	
RTG Replacement:	Remove From Scope Replace manual switch with PIR Occupancy Sensor	
NOTES:		

18 Wee Wah – Old Sewer Plant

Name of Area:	Inside	Interior
Existing:	1x60W incandescent Lamp	2x60W incandescent Lamps in IP65, Wet location fixtures
Fixture Quantity:	1	2
# lamps in Fixture:	1	1
RTG Replacement:	9W LED A19/5K Lamp + add PIR Occupancy Sensor	9W LED A19/5K Lamp Replace fixtures with LED 30W Wallpacks to distribute light in entire room
NOTES:	 85% reduction	 +40% in lumens 50% reduction



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DPW Shop

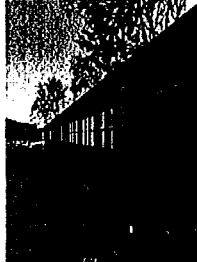
Name of Area:	Interior	Exterior Wall Pack (Rear Wall)
Existing:	12x3000K Lamps mounted to ceiling beams. <i>*Very Dark*</i>	Wallpack with 175W Metal Halide
Fixture Quantity:	12	1
# lamps in Fixture:	1	1
RTG Replacement:	Retrofit w/ high Lumen LED 30W Lamp <i>3000 Lumens</i> 5000K Lamps with adjustable panels (use DPW bucket truck to reach fixtures. no lift rental needed)	Replace fixture with new 40W LED Wallpack
NOTES:		 77% energy reduction

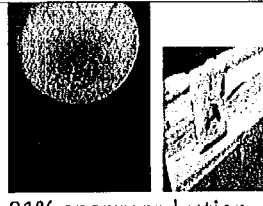
Mountain Farm Pump Station

Name of Area:	Interior	
Existing:	Already converted to LED	
Fixture Quantity:		
# lamps in Fixture:		
RTG Replacement:	Nothing to do	
NOTES:		

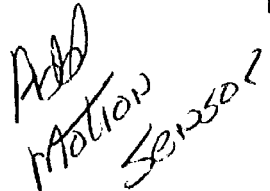


Village Hall & Courtroom – 80 Lorillard

Name of Area:	Left Side Green Storage Bldg (w/motion sensor)	Left Side Green Storage Building (no motion sensor)
Existing:	Twin lights w/ 100W Halogen Lamps + Motion Sensor	Twin lights w/ 100W Halogen Lamps (on manual Switch)
Fixture Quantity:	1	3
# lamps in Fixture:	2	2
RTG Replacement:	Retrofit fixture w/IP 65 rated 15W/3000K LED Lamps Twin LED light fixture with PIR motion Sensor	IP 65 rated 15W/3000K LED Lamps
NOTES:	 85% energy saving	 85% energy reduction

Name of Area:	Right Side Storage Garage	Boiler Room
Existing:	1x40W CFL Bulb	1x100W incandescent Lamp controlled by a manual switch
Fixture Quantity:	1	1
# lamps in Fixture:	1	1
RTG Replacement:	9W LED A19 Lamp – 5K CCT	9W LED A19 Lamp-5K CCT + change manual switch to PIR occupancy sensor
NOTES:	 77% energy reduction	 91% energy reduction



Name of Area:	Left of Entrance	Entrance to Village Office
Existing:	Twin lights w/ 100W Halogen Lamps (on manual Switch)	Wall sconce w/ 23W CFL
Fixture Quantity:	1	1
# lamps in Fixture:	2	1
RTG Replacement:	IP 65 rated 15W/3000K LED Lamps	LED 9W A19 Lamp
NOTES:	   85% energy reduction	 60% energy reduction

Name of Area:	Village Office Interior	Bathroom
Existing:	2x4 fixtures each with 2x32W; 4FT; T8 fluorescent tube	Ceiling fan w/ 23W CFL Lamp
Fixture Quantity:	15	1
# lamps in Fixture:	2	1
RTG Replacement:	15W/4000K LED Tubes; Ballast bypass	Retrofit w/ 9W LED A19 Lamp
NOTES:	53% energy reduction	 60% energy reduction

Name of Area:	Courtroom	
Existing:	2x4 fixtures each with 2x32W; 4FT; T8 fluorescent tube	
Fixture Quantity:	8	
# lamps in Fixture:	2	
RTG Replacement:	15W/4000K LED Tubes; Ballast bypass	
NOTES:	 53% energy reduction	

Energy Savings Report

Wednesday, June 5, 2024
John Ledwith • Village of Tuxedo Park-Police Dept Bldgs
1,2,3 Tuxedo Rd, Tuxedo Park, NY 10987

Orange & Rockland's (O&R) Business Direct Install Pathway is committed to helping you invest in energy-saving improvements that will impact your business' bottom line. This report outlines your customized project plan, detailing recommended improvements, the available instant incentives and estimated energy savings. Use this report as a tool in your energy-savings journey.

Financial Benefit

Projects can be costly. That is why O&R provides instant incentives to reduce your project costs upfront. The table below shows your project costs before and after your instant incentives.

Cost of Selected Improvements	\$6,887
Selected Additional Costs	\$0
Instant Incentives from O&R* -	\$1,308
Customer Cost to be paid to your Participating Contractor	\$5,579

*All incentives are subject to change and must be reserved to be guaranteed.

Annual Energy Usage Benefit

The figure below shows your current electricity use over the last year, your estimated electricity use after installing selected improvements.

Current Energy Usage
33,819 kWh/yr

After Installing Selected Improvements
27,112 kWh/yr

Receive a total project discount of:
19% off



Reduce your payback time to:

4.8 years



Lower your annual energy costs by:
\$1,160



This report was generated with your supplied profile information and was prepared by:
Len Bailey • RTG Lighting, Inc. • 845-360-5363 • len@rtglighting.com

Pathway Agreement

Applicant Information

Customer Information

Company name:

Village of Tuxedo Park-Police Dept Bldgs

Telephone:

845-351-4745 x2

Contact name:

John Ledwith

Email:

jledwith@tuxedopark-ny.gov

Title:

Building Inspector

Orange & Rockland Account Number:

XXXXX89015

Facility Address ("Facility"):

1,2,3 Tuxedo Rd, Tuxedo Park, NY 10987

Name as it appears on electric bill:

Village of Tuxedo Park

Mailing Address:

80 Lorillard Rd, Tuxedo Park, NY 10987

Participating Contractor Information

Contracting Company Name:

RTG Lighting, Inc

Contact name:

Len Bailey

Title:

Principal

Telephone:

845-360-5363

Address:

280 RTE 211 E (Suite 104-295), Middletown, NY 10940

Email:

len@rtglighting.com

Project Plan

Project Plan for:
Village of Tuxedo Park-Police Dept Bldgs

Valid:

January 1, 2024 to December 31, 2024

During the promotion, the bonus incentive is only valid until end of the promotion period

Participating Contractor Company:
RTG Lighting, Inc.

Representative:
Len Bailey

Energy-Saving Improvements

Improvement Type	Yearly Energy Savings	Yearly Energy Cost Savings	Quantity	Total Cost
Lighting	6,707	\$1,160	66	\$6,887
Lighting Controls	0	\$0	0	\$0
Refrigeration	0	\$0	0	\$0
HVAC	0	\$0	0	\$0
Total Project Installation Cost				\$6,887
Additional Costs				\$0
Instant Incentives*				\$1,308
Customer cost to be paid to your Participating Contractor				\$5,579

*Projects must be approved and incentives reserved before any work begins. If Program Administrator does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact Program Administrator for a revised list of eligible improvements and pricing.

Reminder:

✓ All removed equipment must be recycled to ensure inefficient equipment is removed from the market.

Terms and Conditions

These Terms and Conditions set forth the participation requirements for customers applying for incentives through the Business Direct Install Pathway ("Pathway") sponsored by Orange & Rockland Utilities, Inc. ("O&R"). By entering into the Pathway Agreement ("Agreement"), the customer identified in the signature section below ("Customer") is agreeing to comply with and be bound by these terms.

1. Pathway Administrator. O&R has contracted and authorized Resource Innovations, Inc. ("Pathway Administrator") to administer this Program including such activities, but not limited to: review, processing, and approval of incentives and customer applications; inspections of customer facilities and project information requests from customers; completion of energy assessments at customer facilities; measurement and verification activities; and issuing incentive checks.

2. Program Participation Steps

a. The Pathway offers eligible customers a no cost energy assessment to identify energy saving opportunities available at customer facilities. A Pathway approved contractor ("Participating Contractor") will provide customers discounts toward the equipment and installation costs of Pathway eligible measures installed by the Participating Contractor at Customer's Facility. The Energy Savings Report provided by the Participating Contractor to Customer outlines:

- i. Total project costs, including labor and materials, before incentive discounts
- ii. Estimated incentive amounts to be paid by O&R to the Participating Contractor
- iii. Total cost to be paid by Customer to the Participating Contractor

b. Upon Customer acceptance of the proposed measures, Participating Contractor will submit Customer's signed Pathway Agreement for review by the Pathway Administrator for Pathway eligibility. Pathway Administrator will notify Customer of its approval status. O&R reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost-effectiveness and the final incentive amount.

c. Customer understands that qualifying measures must be purchased from and installed by a Participating Contractor to qualify for discounts offered through the Pathway. Subject to the existence and remediation of any electrical violations, the Participating Contractor will commence installation within 30 days of the latter of execution of the Agreement or payment by Customer of the portion of the project costs for which Customer is responsible, as stated in the Project Plan. However, the Participating Contractor's failure to commence installation within such time period shall not create a cause of action for Customer against O&R. If a tenant, Customer is responsible for obtaining the property owner's permission to install the energy efficiency measures identified in the SOW. Customer's signature on this Agreement indicates that Customer has obtained such permission prior to such measures being taken.

d. Customer understands that O&R will issue payment for incentive amounts directly to the Participating Contractor. Customer is responsible for paying Participating Contractor the balance of the project costs after incentives are discounted from the total project.

3. Electrical Violations. If the Participating Contractor and/or its

subcontractors find any electrical violations (as defined by the applicable electrical code) within the Facility, the Participating Contractor is required to inform the owner of the Facility (or the owner's designated representative) of such violation(s) before the Participating Contractor proceeds with the installation. The existing violation(s) must be corrected by the Facility owner, at the owner's sole cost, before commencement of the installation.

4. Ownership of Installed Energy Efficiency Measures. Upon completion of installation, title to installed energy efficiency measures will transfer to the Customer. (For clarification, at no time will O&R have title to the installed energy efficiency measures.)

5. Project Installations. Customer acknowledges that while the Pathway may provide energy assessments and identification of energy efficiency measures, neither O&R nor Pathway Administrator will install any equipment or implement any efficiency measures. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the Participating Contractor or its subcontractors. Neither O&R nor its Pathway Administrator assumes any responsibility for oversight of contractor services, or for any claims the Customer might have against the Participating Contractor.

6. Energy Savings Report. Customer understands that the Energy Savings Report ("Report") is provided by O&R to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the Facility, information provided by Customer and from O&R, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's application.

7. Right to Inspect. To support identification, implementation, and measurement and verification of Pathway incentives and energy efficiency measures at Customer's Facility, Customer shall provide O&R, Pathway Administrator, Participating Contractor and O&R-approved service providers access to the Facility during normal business hours and shall make available at least one person who is familiar with the measures and Facility. In the case of a leased facility, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer shall provide additional information relating to the facilities, systems, and equipment, as requested by O&R or its service providers to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

8. Customer Information. By signing the Pathway Agreement, Customer authorizes and acknowledges that O&R may duplicate, disseminate, release and disclose Customer's information relating to a Customer project, and any other information related to the Customer's participation in the Pathway, including, but not limited, to customer name and contact information, account information and billing data, energy usage, and tax identification numbers to O&R's Pathway Administrator and its and their Pathway service providers, as applicable, and any other third party utilized by for the purposes of reviewing and processing the Customer application and incentive, to confirm eligibility for participation in the Pathway, to verify equipment installation or service implementation, operation and results, to issue payment on behalf of the Pathway, to monitor compliance with Pathway requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, O&R and its service providers shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Terms and Conditions (cont.)

9. **No Warranties.** Customer shall independently evaluate any information provided through the Pathway or related to estimates of energy savings or costs and selection or implementation of projects. Customer is solely responsible for the selection of equipment or measures to be installed or implemented. O&R does not make any warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy or cost savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Pathway. O&R DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, ENERGY SAVINGS, APPLICATION AND NON-INFRINGEMENT.

10. **Taxes.** Customer is solely responsible for any taxes or fees that may be due and/or assessed as a result of the installation. In the event that Customer claims any exemption for any tax, it must provide appropriate documentation to the Participating Contractor prior to installation.

11. O&R'S ENTIRE LIABILITY AND OBLIGATION UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY INCENTIVE ACTUALLY PAID BY O&R TO THE PARTICIPATING CONTRACTOR IN RELATION TO INSTALLATION UNDER THIS PATHWAY FOR THIS PARTICULAR CUSTOMER. UNDER NO CIRCUMSTANCES WILL O&R BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL LOSSES OR

DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE REGARDLESS OF WHETHER O&R WAS MADE AWARE OF THE POTENTIAL OF SUCH LOSSES OR DAMAGES.

12. **Assignment.** Customer shall not assign this Agreement or any part thereof or interest therein, or any monies due or to become due thereunder without the prior written consent of O&R, and any such assignment without such consent shall be void.

13. **Entire Agreement.** The Pathway Agreement, as it may be amended or modified in writing, including all attachments and incorporated references, constitutes the entire agreement between O&R and the Customer relating to the subject matter thereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

14. **Delay or Failure to Exercise Rights.** No delay or failure on the part of O&R in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights here under.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict-of-laws principles. Any dispute concerning this Agreement must be brought in the New York State or federal courts located in Rockland County, New York. Customer hereby waives any rights to trial by jury in regard to the Agreement.

Customer Signature

By signing below:

1. If signing on behalf of a business entity, Customer Representative has the authority to bind the Customer to the terms set forth in this Agreement;
2. Customer has read, understands, and agrees to comply with the terms set forth in the Pathway Agreement; and
3. Customer hereby authorizes the installation of the energy efficiency improvements identified in the Project Plan at the Facility.
4. Customer Representative consents to use of a third party service for purposes of electronically signing this Pathway Agreement and agrees to be bound by electronic signature.

See Note on page 4

Village of Tuxedo Park-Police Station

Customer Name

Signature

Building Inspector & Advisor to the Village Board

Title

jledwith@tuxedopark-ny.gov

Email

1,2, 3 Tuxedo Rd Tuxedo Park NY 10987

Facility Address ("Facility")

John Ledwith

Customer Representative Name (Print)

6/6/2024

Date

Terms and conditions apply.

Actual savings will vary by customer's energy usage and rate.

© Orange & Rockland, 2024

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Orange & Rockland

Energy Savings Report

Wednesday, June 5, 2024
Village of Tuxedo Park-Water Filtration Plant-Chastellux Ln
CHAS TELLUX LN PUMP 1 , Tuxedo Park, NY 10987

Orange & Rockland's (O&R) Business Direct Install Pathway is committed to helping you invest in energy-saving improvements that will impact your business' bottom line. This report outlines your customized project plan, detailing recommended improvements, the available instant incentives and estimated energy savings. Use this report as a tool in your energy-savings journey.

Financial Benefit

Projects can be costly. That is why O&R provides instant incentives to reduce your project costs upfront. The table below shows your project costs before and after your instant incentives.

Cost of Selected Improvements	\$2,622
Selected Additional Costs	\$0
Instant Incentives from O&R* -	\$828
Customer Cost to be paid to your Participating Contractor	\$1,794

*All incentives are subject to change and must be reserved to be guaranteed.

Annual Energy Usage Benefit

The figure below shows your current electricity use over the last year, your estimated electricity use after installing selected improvements.

Current Energy Usage
33,208 kWh/yr

After Installing Selected Improvements
28,960 kWh/yr

Receive a total project discount of:
32% off



Reduce your payback time to:

2.4 years



Lower your annual energy costs by:
\$735



This report was generated with your supplied profile information and was prepared by:
Len Bailey • RTG Lighting, Inc. • 845-360-5363 • len@rtglighting.com

Pathway Agreement

Applicant Information

Customer Information

Company name:

Village of Tuxedo Park-Water Filtration Plant-Chastellux Ln

Telephone:

845-351-4745 x2

Contact name:

John Ledwith

Email:

jledwith@tuxedopark-ny.gov

Title:

Building Inspector

Orange & Rockland Account Number:

XXXXX9001

Facility Address ("Facility"):

CHAS TELLUX LN PUMP 1 , Tuxedo Park, NY 10987

Name as it appears on electric bill:

Village of Tuxedo Park

Mailing Address:

80 Lorillard Rd, Tuxedo Park, NY 10987

Participating Contractor Information

Contracting Company Name:

RTG Lighting, Inc.

Contact name:

Len Bailey

Title:

Principal

Telephone:

845-360-5363

Address:

280 RTE 211 E (Suite 104-295), Middletown, NY 10940

Email:

len@rtglighting.com

Project Plan

Project Plan for:

Village of Tuxedo Park-Water Filtration Plant-Chastellux Ln

Valid:

January 1, 2024 to December 31, 2024

During the promotion, the bonus incentive is only valid until end of the promotion period

Participating Contractor Company:

RTG Lighting, Inc.

Representative:

Len Bailey

Energy-Saving Improvements

Improvement Type	Yearly Energy Savings	Yearly Energy Cost Savings	Quantity	Total Cost
Lighting	4,216	\$729	14	\$2,407
Lighting Controls	32	\$5	1	\$215
Refrigeration	0	\$0	0	\$0
HVAC	0	\$0	0	\$0
Total Project Installation Cost				\$2,622
Additional Costs				\$0
Instant Incentives*				\$828
Customer cost to be paid to your Participating Contractor				\$1,794

*Projects must be approved and incentives reserved before any work begins. If Program Administrator does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact Program Administrator for a revised list of eligible improvements and pricing.

Reminder:

✓ All removed equipment must be recycled to ensure inefficient equipment is removed from the market.

Terms and Conditions

These Terms and Conditions set forth the participation requirements for customers applying for incentives through the Business Direct Install Pathway ("Pathway") sponsored by Orange & Rockland Utilities, Inc. ("O&R"). By entering into the Pathway Agreement ("Agreement"), the customer identified in the signature section below ("Customer") is agreeing to comply with and be bound by these terms.

1. Pathway Administrator. O&R has contracted and authorized Resource Innovations, Inc. ("Pathway Administrator") to administer this Program including such activities, but not limited to; review, processing, and approval of incentives and customer applications; inspections of customer facilities and project information requests from customers; completion of energy assessments at customer facilities; measurement and verification activities; and issuing incentive checks.

2. Program Participation Steps

a. The Pathway offers eligible customers a no cost energy assessment to identify energy saving opportunities available at customer facilities. A Pathway approved contractor ("Participating Contractor") will provide customers discounts toward the equipment and installation costs of Pathway eligible measures installed by the Participating Contractor at Customer's Facility. The Energy Savings Report provided by the Participating Contractor to Customer outlines:

- i. Total project costs, including labor and materials, before incentive discounts
- ii. Estimated incentive amounts to be paid by O&R to the Participating Contractor
- iii. Total cost to be paid by Customer to the Participating Contractor

b. Upon Customer acceptance of the proposed measures, Participating Contractor will submit Customer's signed Pathway Agreement for review by the Pathway Administrator for Pathway eligibility. Pathway Administrator will notify Customer of its approval status. O&R reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost-effectiveness and the final incentive amount.

c. Customer understands that qualifying measures must be purchased from and installed by a Participating Contractor to qualify for discounts offered through the Pathway. Subject to the existence and remediation of any electrical violations, the Participating Contractor will commence installation within 30 days of the latter of execution of the Agreement or payment by Customer of the portion of the project costs for which Customer is responsible, as stated in the Project Plan. However, the Participating Contractor's failure to commence installation within such time period shall not create a cause of action for Customer against O&R. If a tenant, Customer is responsible for obtaining the property owner's permission to install the energy efficiency measures identified in the SOW. Customer's signature on this Agreement indicates that Customer has obtained such permission prior to such measures being taken.

d. Customer understands that O&R will issue payment for incentive amounts directly to the Participating Contractor. Customer is responsible for paying Participating Contractor the balance of the project costs after incentives are discounted from the total project.

3. Electrical Violations. If the Participating Contractor and/or its

subcontractors find any electrical violations (as defined by the applicable electrical code) within the Facility, the Participating Contractor is required to inform the owner of the Facility (or the owner's designated representative) of such violation(s) before the Participating Contractor proceeds with the installation. The existing violation(s) must be corrected by the Facility owner, at the owner's sole cost, before commencement of the installation.

4. Ownership of Installed Energy Efficiency Measures. Upon completion of installation, title to installed energy efficiency measures will transfer to the Customer. (For clarification, at no time will O&R have title to the installed energy efficiency measures.)

5. Project Installations. Customer acknowledges that while the Pathway may provide energy assessments and identification of energy efficiency measures, neither O&R nor Pathway Administrator will install any equipment or implement any efficiency measures. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the Participating Contractor or its subcontractors. Neither O&R nor its Pathway Administrator assumes any responsibility for oversight of contractor services, or for any claims the Customer might have against the Participating Contractor.

6. Energy Savings Report. Customer understands that the Energy Savings Report ("Report") is provided by O&R to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the Facility, information provided by Customer and from O&R, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's application.

7. Right to Inspect. To support identification, implementation, and measurement and verification of Pathway incentives and energy efficiency measures at Customer's Facility, Customer shall provide O&R, Pathway Administrator, Participating Contractor and O&R-approved service providers access to the Facility during normal business hours and shall make available at least one person who is familiar with the measures and Facility. In the case of a leased facility, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer shall provide additional information relating to the facilities, systems, and equipment, as requested by O&R or its service providers to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

8. Customer Information. By signing the Pathway Agreement, Customer authorizes and acknowledges that O&R may duplicate, disseminate, release and disclose Customer's information relating to a Customer project, and any other information related to the Customer's participation in the Pathway, including, but not limited, to customer name and contact information, account information and billing data, energy usage, and tax identification numbers to O&R's Pathway Administrator and its and their Pathway service providers, as applicable, and any other third party utilized by for the purposes of reviewing and processing the Customer application and incentive, to confirm eligibility for participation in the Pathway, to verify equipment installation or service implementation, operation and results, to issue payment on behalf of the Pathway, to monitor compliance with Pathway requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, O&R and its service providers shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Terms and Conditions (cont.)

9. No Warranties. Customer shall independently evaluate any information provided through the Pathway or related to estimates of energy savings or costs and selection or implementation of projects. Customer is solely responsible for the selection of equipment or measures to be installed or implemented. O&R does not make any warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy or cost savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Pathway. O&R DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, ENERGY SAVINGS, APPLICATION AND NON-INFRINGEMENT.

10. Taxes. Customer is solely responsible for any taxes or fees that may be due and/or assessed as a result of the installation. In the event that Customer claims any exemption for any tax, it must provide appropriate documentation to the Participating Contractor prior to installation.

11. O&R'S ENTIRE LIABILITY AND OBLIGATION UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY INCENTIVE ACTUALLY PAID BY O&R TO THE PARTICIPATING CONTRACTOR IN RELATION TO INSTALLATION UNDER THIS PATHWAY FOR THIS PARTICULAR CUSTOMER. UNDER NO CIRCUMSTANCES WILL O&R BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL LOSSES OR

DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE REGARDLESS OF WHETHER O&R WAS MADE AWARE OF THE POTENTIAL OF SUCH LOSSES OR DAMAGES.

12. Assignment. Customer shall not assign this Agreement or any part thereof or interest therein, or any monies due or to become due thereunder without the prior written consent of O&R, and any such assignment without such consent shall be void.

13. Entire Agreement. The Pathway Agreement, as it may be amended or modified in writing, including all attachments and incorporated references, constitutes the entire agreement between O&R and the Customer relating to the subject matter thereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

14. Delay or Failure to Exercise Rights. No delay or failure on the part of O&R in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights here under.

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1. If signing on behalf of a business entity, Customer Representative has the authority to bind the Customer to the terms set forth in this Agreement;
2. Customer has read, understands, and agrees to comply with the terms set forth in the Pathway Agreement; and
3. Customer hereby authorizes the installation of the energy efficiency improvements identified in the Project Plan at the Facility.
4. Customer Representative consents to use of a third party service for purposes of electronically signing this Pathway Agreement and agrees to be bound by electronic signature.

Village of Tuxedo Park-Water Filtration Plant

Customer Name

Signature

Building Inspector & Advisor to the Village Board

Title

jledwith@tuxedopark-ny.gov

Email

Chastellux Ln Tuxedo Park NY 10987

Facility Address ("Facility")

John Ledwith

Customer Representative Name (Print)

6/6/2024

Date

Terms and conditions apply.

Actual savings will vary by customer's energy usage and rate.

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Orange & Rockland

Energy Savings Report

Tuesday, June 4, 2024
in Ledwith • Village of Tuxedo Park-Water Towers-Ridge Rd
RIDGE RD OTHR TOWER , Tuxedo Park, NY 10987

Orange & Rockland's (O&R) Business Direct Install Pathway is committed to helping you invest in energy-saving improvements that will impact your business' bottom line. This report outlines your customized project plan, detailing recommended improvements, the available instant incentives and estimated energy savings. Use this report as a tool in your energy-savings journey.

Financial Benefit

Projects can be costly. That is why O&R provides instant incentives to reduce your project costs upfront. The table below shows your project costs before and after your instant incentives.

Cost of Selected Improvements	\$420
Selected Additional Costs	\$0
Instant Incentives from O&R* -	\$62
Customer Cost to be paid to your Participating Contractor	\$359

*All incentives are subject to change and must be reserved to be guaranteed.

Annual Energy Usage Benefit

The figure below shows your current electricity use over the last year, your estimated electricity use after installing selected improvements.

Current Energy Usage
3,674 kWh/yr

After Installing Selected Improvements
3,359 kWh/yr

Receive a total project discount of:
15% off



Reduce your payback time to:

6.6 years



Lower your annual energy costs by:
\$55



This report was generated with your supplied profile information and was prepared by:
Len Bailey • RTG Lighting, Inc. • 845-360-5363 • len@rtglighting.com

Pathway Agreement

Applicant Information

Customer Information

Company name:
Village of Tuxedo Park-Water Towers-Ridge Rd

Telephone:
845-351-4745 x2

Contact name:
John Ledwith

Email:
jledwith@tuxedopark-ny.gov

Title:
Building Inspector

Orange & Rockland Account Number:
XXXXX36008

Facility Address ("Facility"):
RIDGE RD OTHR TOWER , Tuxedo Park, NY 10987

Name as it appears on electric bill:
Village of Tuxedo Park

Mailing Address:
80 Lorillard Rd, Tuxedo Park, NY 10987

Participating Contractor Information

Contracting Company Name:
RTG Lighting, Inc.

Contact name:
Len Bailey

Title:
Principal

Telephone:
845-360-5363

Address:
280 RTE 211 E (Suite 104-295), Middletown, NY 10940

Email:
len@rtglighting.com

Project Plan

Project Plan for:
Village of Tuxedo Park-Water Towers-Ridge Rd

Valid:

January 1, 2024 to December 31, 2024

During the promotion, the bonus incentive is only valid until end of the promotion period

Participating Contractor Company:

RTG Lighting, Inc.

Representative:

Len Bailey

Energy-Saving Improvements

Improvement Type	Yearly Energy Savings	Yearly Energy Cost Savings	Quantity	Total Cost
Lighting	315	\$55	3	\$420
Lighting Controls	0	\$0	0	\$0
Refrigeration	0	\$0	0	\$0
HVAC	0	\$0	0	\$0
Total Project Installation Cost				\$420
Additional Costs				\$0
Instant Incentives*				\$62
Customer cost to be paid to your Participating Contractor				\$359

*Projects must be approved and incentives reserved before any work begins. If Program Administrator does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact Program Administrator for a revised list of eligible improvements and pricing.

Reminder:

✓ All removed equipment must be recycled to ensure inefficient equipment is removed from the market.

Terms and Conditions

These Terms and Conditions set forth the participation requirements for customers applying for incentives through the Business Direct Install Pathway ("Pathway") sponsored by Orange & Rockland Utilities, Inc. ("O&R"). By entering into the Pathway Agreement ("Agreement"), the customer identified in the signature section below ("Customer") is agreeing to comply with and be bound by these terms.

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6. Energy Savings Report. Customer understands that the Energy Savings Report ("Report") is provided by O&R to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the Facility, information provided by Customer and from O&R, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's application.

7. Right to Inspect. To support identification, implementation, and measurement and verification of Pathway incentives and energy efficiency measures at Customer's Facility, Customer shall provide O&R, Pathway Administrator, Participating Contractor and O&R-approved service providers access to the Facility during normal business hours and shall make available at least one person who is familiar with the measures and Facility. In the case of a leased facility, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer shall provide additional information relating to the facilities, systems, and equipment, as requested by O&R or its service providers to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

8. Customer Information. By signing the Pathway Agreement, Customer authorizes and acknowledges that O&R may duplicate, disseminate, release and disclose Customer's information relating to a Customer project, and any other information related to the Customer's participation in the Pathway, including, but not limited, to customer name and contact information, account information and billing data, energy usage, and tax identification numbers to O&R's Pathway Administrator and its and their Pathway service providers, as applicable, and any other third party utilized by for the purposes of reviewing and processing the Customer application and incentive, to confirm eligibility for participation in the Pathway, to verify equipment installation or service implementation, operation and results, to issue payment on behalf of the Pathway, to monitor compliance with Pathway requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, O&R and its service providers shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

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10. **Taxes.** Customer is solely responsible for any taxes or fees that may be due and/or assessed as a result of the installation. In the event that Customer claims any exemption for any tax, it must provide appropriate documentation to the Participating Contractor prior to installation.

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DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE REGARDLESS OF WHETHER O&R WAS MADE AWARE OF THE POTENTIAL OF SUCH LOSSES OR DAMAGES.

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Customer Signature

By signing below:

1. If signing on behalf of a business entity, Customer Representative has the authority to bind the Customer to the terms set forth in this Agreement;
2. Customer has read, understands, and agrees to comply with the terms set forth in the Pathway Agreement; and
3. Customer hereby authorizes the installation of the energy efficiency improvements identified in the Project Plan at the Facility.
4. Customer Representative consents to use of a third party service for purposes of electronically signing this Pathway Agreement and agrees to be bound by electronic signature.

Village of Tuxedo Park-Ridge Rd Water Towers

Customer Name

Signature

Building Inspector & Advisor to the Village Board

Title

jledwith@tuxedopark-ny.gov

Email

Ridge Rd Tuxedo Park NY 10987

Facility Address ("Facility")

John Ledwith

Customer Representative Name (Print)

6/6/2024

Date

Terms and conditions apply.

Actual savings will vary by customer's energy usage and rate.

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Energy Savings Report

Tuesday, June 4, 2024
ledwith • Village of Tuxedo Park-Old & New Sewer Buildings
18 Wee Wah Rd, Tuxedo Park, NY 10987

Orange & Rockland's (O&R) Business Direct Install Pathway is committed to helping you invest in energy-saving improvements that will impact your business' bottom line. This report outlines your customized project plan, detailing recommended improvements, the available instant incentives and estimated energy savings. Use this report as a tool in your energy-savings journey.

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Cost of Selected Improvements	\$688
Selected Additional Costs	\$0
Instant Incentives from O&R* -	\$244
Customer Cost to be paid to your Participating Contractor	\$444

*All incentives are subject to change and must be reserved to be guaranteed

Annual Energy Usage Benefit

The figure below shows your current electricity use over the last year, your estimated electricity use after installing selected improvements.

Current Energy Usage
87,120 kWh/yr

After Installing Selected Improvements
85,867 kWh/yr

Receive a total project discount of:
36% off



Reduce your payback time to:

2 years



Lower your annual energy costs by:
\$217



This report was generated with your supplied profile information and was prepared by:
Len Bailey • RTG Lighting, Inc. • 845-360-5363 • len@rtglighting.com

Pathway Agreement

Applicant Information

Customer Information

Company name:

Village of Tuxedo Park-Old & New Sewer Buildings

Telephone:

845-351-4745 x2

Contact name:

John Ledwith

Email:

jledwith@tuxedopark-ny.gov

Title:

Building Inspector

Orange & Rockland Account Number:

XXXXX0004

Facility Address ("Facility"):

18 Wee Wah Rd, Tuxedo Park, NY 10987

Name as it appears on electric bill:

Village of Tuxedo Park-Old & New Sewer Buildings

Mailing Address:

80 Lorillard Rd, Tuxedo Park, NY 10987

Participating Contractor Information

Contracting Company Name:

RTG Lighting, Inc.

Contact name:

Len Bailey

Title:

Principal

Telephone:

845-360-5363

Address:

280 RTE 211 E (Suite 104-295), Middletown, NY 10940

Email:

len@rtglighting.com

Project Plan

Project Plan for:

Village of Tuxedo Park-Old & New Sewer Buildings

Valid:

January 1, 2024 to December 31, 2024

During the promotion, the bonus incentive is only valid until end of the promotion period

Participating Contractor Company:

RTG Lighting, Inc.

Representative:

Len Bailey

Energy-Saving Improvements

Improvement Type	Yearly Energy Savings	Yearly Energy Cost Savings	Quantity	Total Cost
Lighting	1,253	\$217	8	\$688
Lighting Controls	0	\$0	0	\$0
Refrigeration	0	\$0	0	\$0
HVAC	0	\$0	0	\$0
Total Project Installation Cost				\$688
Additional Costs				\$0
Instant Incentives*				\$244
Customer cost to be paid to your Participating Contractor				\$444

*Projects must be approved and incentives reserved before any work begins. If Program Administrator does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact Program Administrator for a revised list of eligible improvements and pricing.

Reminder:

✓ All removed equipment must be recycled to ensure inefficient equipment is removed from the market.

Terms and Conditions

These Terms and Conditions set forth the participation requirements for customers applying for incentives through the Business Direct Install Pathway ("Pathway") sponsored by Orange & Rockland Utilities, Inc. ("O&R"). By entering into the Pathway Agreement ("Agreement"), the customer identified in the signature section below ("Customer") is agreeing to comply with and be bound by these terms.

1. Pathway Administrator. O&R has contracted and authorized Resource Innovations, Inc. ("Pathway Administrator") to administer this Program including such activities, but not limited to; review, processing, and approval of incentives and customer applications; inspections of customer facilities and project information requests from customers; completion of energy assessments at customer facilities; measurement and verification activities; and issuing incentive checks.

2. Program Participation Steps

a. The Pathway offers eligible customers a no cost energy assessment to identify energy saving opportunities available at customer facilities. A Pathway approved contractor ("Participating Contractor") will provide customers discounts toward the equipment and installation costs of Pathway eligible measures installed by the Participating Contractor at Customer's Facility. The Energy Savings Report provided by the Participating Contractor to Customer outlines:

- i. Total project costs, including labor and materials, before incentive discounts
- ii. Estimated incentive amounts to be paid by O&R to the Participating Contractor
- iii. Total cost to be paid by Customer to the Participating Contractor

b. Upon Customer acceptance of the proposed measures, Participating Contractor will submit Customer's signed Pathway Agreement for review by the Pathway Administrator for Pathway eligibility. Pathway Administrator will notify Customer of its approval status. O&R reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost-effectiveness and the final incentive amount.

c. Customer understands that qualifying measures must be purchased from and installed by a Participating Contractor to qualify for discounts offered through the Pathway. Subject to the existence and remediation of any electrical violations, the Participating Contractor will commence installation within 30 days of the latter of execution of the Agreement or payment by Customer of the portion of the project costs for which Customer is responsible, as stated in the Project Plan. However, the Participating Contractor's failure to commence installation within such time period shall not create a cause of action for Customer against O&R. If a tenant, Customer is responsible for obtaining the property owner's permission to install the energy efficiency measures identified in the SOW. Customer's signature on this Agreement indicates that Customer has obtained such permission prior to such measures being taken.

d. Customer understands that O&R will issue payment for incentive amounts directly to the Participating Contractor. Customer is responsible for paying Participating Contractor the balance of the project costs after incentives are discounted from the total project.

3. Electrical Violations. If the Participating Contractor and/or its

subcontractors find any electrical violations (as defined by the applicable electrical code) within the Facility, the Participating Contractor is required to inform the owner of the Facility (or the owner's designated representative) of such violation(s) before the Participating Contractor proceeds with the installation. The existing violation(s) must be corrected by the Facility owner, at the owner's sole cost, before commencement of the installation.

4. Ownership of Installed Energy Efficiency Measures. Upon completion of installation, title to installed energy efficiency measures will transfer to the Customer. (For clarification, at no time will O&R have title to the installed energy efficiency measures.)

5. Project Installations. Customer acknowledges that while the Pathway may provide energy assessments and identification of energy efficiency measures, neither O&R nor Pathway Administrator will install any equipment or implement any efficiency measures. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the Participating Contractor or its subcontractors. Neither O&R nor its Pathway Administrator assumes any responsibility for oversight of contractor services, or for any claims the Customer might have against the Participating Contractor.

6. Energy Savings Report. Customer understands that the Energy Savings Report ("Report") is provided by O&R to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the Facility, information provided by Customer and from O&R, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's application.

7. Right to Inspect. To support identification, implementation, and measurement and verification of Pathway incentives and energy efficiency measures at Customer's Facility, Customer shall provide O&R, Pathway Administrator, Participating Contractor and O&R-approved service providers access to the Facility during normal business hours and shall make available at least one person who is familiar with the measures and Facility. In the case of a leased facility, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer shall provide additional information relating to the facilities, systems, and equipment, as requested by O&R or its service providers to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

8. Customer Information. By signing the Pathway Agreement, Customer authorizes and acknowledges that O&R may duplicate, disseminate, release and disclose Customer's information relating to a Customer project, and any other information related to the Customer's participation in the Pathway, including, but not limited, to customer name and contact information, account information and billing data, energy usage, and tax identification numbers to O&R's Pathway Administrator and its and their Pathway service providers, as applicable, and any other third party utilized by for the purposes of reviewing and processing the Customer application and incentive, to confirm eligibility for participation in the Pathway, to verify equipment installation or service implementation, operation and results, to issue payment on behalf of the Pathway, to monitor compliance with Pathway requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, O&R and its service providers shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Terms and Conditions (cont.)

9. No Warranties. Customer shall independently evaluate any information provided through the Pathway or related to estimates of energy savings or costs and selection or implementation of projects. Customer is solely responsible for the selection of equipment or measures to be installed or implemented. O&R does not make any warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy or cost savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Pathway. O&R DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, ENERGY SAVINGS, APPLICATION AND NON-INFRINGEMENT.

10. Taxes. Customer is solely responsible for any taxes or fees that may be due and/or assessed as a result of the installation. In the event that Customer claims any exemption for any tax, it must provide appropriate documentation to the Participating Contractor prior to installation.

11. O&R'S ENTIRE LIABILITY AND OBLIGATION UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY INCENTIVE ACTUALLY PAID BY O&R TO THE PARTICIPATING CONTRACTOR IN RELATION TO INSTALLATION UNDER THIS PATHWAY FOR THIS PARTICULAR CUSTOMER. UNDER NO CIRCUMSTANCES WILL O&R BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL LOSSES OR

DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE REGARDLESS OF WHETHER O&R WAS MADE AWARE OF THE POTENTIAL OF SUCH LOSSES OR DAMAGES.

12. Assignment. Customer shall not assign this Agreement or any part thereof or interest therein, or any monies due or to become due thereunder without the prior written consent of O&R, and any such assignment without such consent shall be void.

13. Entire Agreement. The Pathway Agreement, as it may be amended or modified in writing, including all attachments and incorporated references, constitutes the entire agreement between O&R and the Customer relating to the subject matter thereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

14. Delay or Failure to Exercise Rights. No delay or failure on the part of O&R in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights here under.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict-of-laws principles. Any dispute concerning this Agreement must be brought in the New York State or federal courts located in Rockland County, New York. Customer hereby waives any rights to trial by jury in regard to the Agreement.

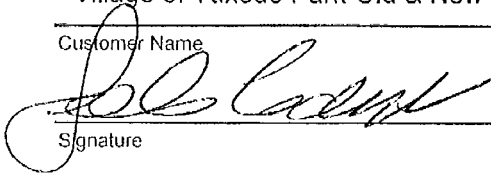
Customer Signature

By signing below:

1. If signing on behalf of a business entity, Customer Representative has the authority to bind the Customer to the terms set forth in this Agreement;
2. Customer has read, understands, and agrees to comply with the terms set forth in the Pathway Agreement; and
3. Customer hereby authorizes the installation of the energy efficiency improvements identified in the Project Plan at the Facility.
4. Customer Representative consents to use of a third party service for purposes of electronically signing this Pathway Agreement and agrees to be bound by electronic signature.

Village of Tuxedo Park-Old & New Sewer

Customer Name



Signature

18 Wee Wah Rd Tuxedo Park NY 10987

Facility Address ("Facility")

John Ledwith

Customer Representative Name (Print)

6/6/2024

Date

Building Inspector & Advisor to the Village Board

Title

jledwith@tuxedopark-ny.gov

Email

Terms and conditions apply.

Actual savings will vary by customer's energy usage and rate.

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Energy Savings Report

Tuesday, June 4, 2024
John Ledwith • Village of Tuxedo Park-DPW Shop
77 Wee Wah Rd, Tuxedo Park, NY 10987

Orange & Rockland's (O&R) Business Direct Install Pathway is committed to helping you invest in energy-saving improvements that will impact your business' bottom line. This report outlines your customized project plan, detailing recommended improvements, the available instant incentives and estimated energy savings. Use this report as a tool in your energy-savings journey.

Financial Benefit

Projects can be costly. That is why O&R provides instant incentives to reduce your project costs upfront. The table below shows your project costs before and after your instant incentives.

Cost of Selected Improvements	\$3,765
Selected Additional Costs	\$0
Instant Incentives from O&R* -	\$1,090
Customer Cost to be paid to your Participating Contractor	\$2,675

*All incentives are subject to change and must be reserved to be guaranteed.

Annual Energy Usage Benefit

The figure below shows your current electricity use over the last year, your estimated electricity use after installing selected improvements.

Current Energy Usage
10,404 kWh/yr

After Installing Selected Improvements
4,814 kWh/yr

Receive a total project discount of:
29% off



Reduce your payback time to:

2.8 years



Lower your annual energy costs by:
\$967



This report was generated with your supplied profile information and was prepared by:
Len Bailey • RTG Lighting, Inc. • 845-360-5363 • len@rtglighting.com

Pathway Agreement

Applicant Information

Customer Information

Company name:

Village of Tuxedo Park-DPW Shop

Telephone:

845-351-4745 x2

Contact name:

John Ledwith

Email:

jledwith@tuxedopark-ny.gov

Title:

Building Inspector

Orange & Rockland Account Number:

XXXXX83004

Facility Address ("Facility"):

77 Wee Wah Rd, Tuxedo Park, NY 10987

Name as it appears on electric bill:

Village of Tuxedo Park

Mailing Address:

80 Lorillard Rd, Tuxedo Park, NY 10987

Participating Contractor Information

Contracting Company Name:

RTG Lighting, Inc.

Contact name:

Len Bailey

Title:

Principal

Telephone:

845-360-5363

Address:

280 RTE 211 E (Suite 104-295), Middletown, NY 10940

Email:

len@rtglighting.com

Project Plan

Project Plan for:
Village of Tuxedo Park-DPW Shop

Valid:

January 1, 2024 to December 31, 2024

During the promotion, the bonus incentive is only valid until end of the promotion period

Participating Contractor Company:
RTG Lighting, Inc.

Representative:
Len Bailey

Energy-Saving Improvements

Improvement Type	Yearly Energy Savings	Yearly Energy Cost Savings	Quantity	Total Cost
Lighting	5,590	\$967	13	\$3,765
Lighting Controls	0	\$0	0	\$0
Refrigeration	0	\$0	0	\$0
HVAC	0	\$0	0	\$0
Total Project Installation Cost				\$3,765
Additional Costs				\$0
Instant Incentives*				\$1,090
Customer cost to be paid to your Participating Contractor				\$2,675

*Projects must be approved and incentives reserved before any work begins. If Program Administrator does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact Program Administrator for a revised list of eligible improvements and pricing.

Reminder:

✓ All removed equipment must be recycled to ensure inefficient equipment is removed from the market.

Terms and Conditions

These Terms and Conditions set forth the participation requirements for customers applying for incentives through the Business Direct Install Pathway ("Pathway") sponsored by Orange & Rockland Utilities, Inc. ("O&R"). By entering into the Pathway Agreement ("Agreement"), the customer identified in the signature section below ("Customer") is agreeing to comply with and be bound by these terms.

1. Pathway Administrator. O&R has contracted and authorized Resource Innovations, Inc. ("Pathway Administrator") to administer this Program including such activities, but not limited to; review, processing, and approval of incentives and customer applications; inspections of customer facilities and project information requests from customers; completion of energy assessments at customer facilities; measurement and verification activities; and issuing incentive checks.

2. Program Participation Steps

a. The Pathway offers eligible customers a no cost energy assessment to identify energy saving opportunities available at customer facilities. A Pathway approved contractor ("Participating Contractor") will provide customers discounts toward the equipment and installation costs of Pathway eligible measures installed by the Participating Contractor at Customer's Facility. The Energy Savings Report provided by the Participating Contractor to Customer outlines:

- i. Total project costs, including labor and materials, before incentive discounts
- ii. Estimated incentive amounts to be paid by O&R to the Participating Contractor
- iii. Total cost to be paid by Customer to the Participating Contractor

b. Upon Customer acceptance of the proposed measures, Participating Contractor will submit Customer's signed Pathway Agreement for review by the Pathway Administrator for Pathway eligibility. Pathway Administrator will notify Customer of its approval status. O&R reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost-effectiveness and the final incentive amount.

c. Customer understands that qualifying measures must be purchased from and installed by a Participating Contractor to qualify for discounts offered through the Pathway. Subject to the existence and remediation of any electrical violations, the Participating Contractor will commence installation within 30 days of the latter of execution of the Agreement or payment by Customer of the portion of the project costs for which Customer is responsible, as stated in the Project Plan. However, the Participating Contractor's failure to commence installation within such time period shall not create a cause of action for Customer against O&R. If a tenant, Customer is responsible for obtaining the property owner's permission to install the energy efficiency measures identified in the SOW. Customer's signature on this Agreement indicates that Customer has obtained such permission prior to such measures being taken.

d. Customer understands that O&R will issue payment for incentive amounts directly to the Participating Contractor. Customer is responsible for paying Participating Contractor the balance of the project costs after incentives are discounted from the total project.

3. Electrical Violations. If the Participating Contractor and/or its

subcontractors find any electrical violations (as defined by the applicable electrical code) within the Facility, the Participating Contractor is required to inform the owner of the Facility (or the owner's designated representative) of such violation(s) before the Participating Contractor proceeds with the installation. The existing violation(s) must be corrected by the Facility owner, at the owner's sole cost, before commencement of the installation.

4. Ownership of Installed Energy Efficiency Measures. Upon completion of installation, title to installed energy efficiency measures will transfer to the Customer. (For clarification, at no time will O&R have title to the installed energy efficiency measures.)

5. Project Installations. Customer acknowledges that while the Pathway may provide energy assessments and identification of energy efficiency measures, neither O&R nor Pathway Administrator will install any equipment or implement any efficiency measures. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the Participating Contractor or its subcontractors. Neither O&R nor its Pathway Administrator assumes any responsibility for oversight of contractor services, or for any claims the Customer might have against the Participating Contractor.

6. Energy Savings Report. Customer understands that the Energy Savings Report ("Report") is provided by O&R to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the Facility, information provided by Customer and from O&R, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's application.

7. Right to Inspect. To support identification, implementation, and measurement and verification of Pathway incentives and energy efficiency measures at Customer's Facility, Customer shall provide O&R, Pathway Administrator, Participating Contractor and O&R-approved service providers access to the Facility during normal business hours and shall make available at least one person who is familiar with the measures and Facility. In the case of a leased facility, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer shall provide additional information relating to the facilities, systems, and equipment, as requested by O&R or its service providers to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

8. Customer Information. By signing the Pathway Agreement, Customer authorizes and acknowledges that O&R may duplicate, disseminate, release and disclose Customer's information relating to a Customer project, and any other information related to the Customer's participation in the Pathway, including, but not limited, to customer name and contact information, account information and billing data, energy usage, and tax identification numbers to O&R's Pathway Administrator and its and their Pathway service providers, as applicable, and any other third party utilized by for the purposes of reviewing and processing the Customer application and incentive, to confirm eligibility for participation in the Pathway, to verify equipment installation or service implementation, operation and results, to issue payment on behalf of the Pathway, to monitor compliance with Pathway requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, O&R and its service providers shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Terms and Conditions (cont.)

9. **No Warranties.** Customer shall independently evaluate any information provided through the Pathway or related to estimates of energy savings or costs and selection or implementation of projects. Customer is solely responsible for the selection of equipment or measures to be installed or implemented. O&R does not make any warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy or cost savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Pathway. O&R DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, ENERGY SAVINGS, APPLICATION AND NON-INFRINGEMENT.

10. **Taxes.** Customer is solely responsible for any taxes or fees that may be due and/or assessed as a result of the installation. In the event that Customer claims any exemption for any tax, it must provide appropriate documentation to the Participating Contractor prior to installation.

11. O&R'S ENTIRE LIABILITY AND OBLIGATION UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY INCENTIVE ACTUALLY PAID BY O&R TO THE PARTICIPATING CONTRACTOR IN RELATION TO INSTALLATION UNDER THIS PATHWAY FOR THIS PARTICULAR CUSTOMER. UNDER NO CIRCUMSTANCES WILL O&R BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL LOSSES OR

DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE REGARDLESS OF WHETHER O&R WAS MADE AWARE OF THE POTENTIAL OF SUCH LOSSES OR DAMAGES.

12. **Assignment.** Customer shall not assign this Agreement or any part thereof or interest therein, or any monies due or to become due thereunder without the prior written consent of O&R, and any such assignment without such consent shall be void.

13. **Entire Agreement.** The Pathway Agreement, as it may be amended or modified in writing, including all attachments and incorporated references, constitutes the entire agreement between O&R and the Customer relating to the subject matter thereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

14. **Delay or Failure to Exercise Rights.** No delay or failure on the part of O&R in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights here under.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict-of-laws principles. Any dispute concerning this Agreement must be brought in the New York State or federal courts located in Rockland County, New York. Customer hereby waives any rights to trial by jury in regard to the Agreement.

Customer Signature

By signing below:

1. If signing on behalf of a business entity, Customer Representative has the authority to bind the Customer to the terms set forth in this Agreement;
2. Customer has read, understands, and agrees to comply with the terms set forth in the Pathway Agreement; and
3. Customer hereby authorizes the installation of the energy efficiency improvements identified in the Project Plan at the Facility.
4. Customer Representative consents to use of a third party service for purposes of electronically signing this Pathway Agreement and agrees to be bound by electronic signature.

See page 9

Village of Tuxedo Park-DPW Shop

Customer Name

Signature

Building Inspector & Advisor to the Village Board

Title

jledwith@tuxedopark-ny.gov

Email

77 Wee Wah Tuxedo Park NY 10987

Facility Address ("Facility")

John Ledwith

Customer Representative Name (Print)

6/6/2024

Date

Terms and conditions apply.

Actual savings will vary by customer's energy usage and rate.

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Orange & Rockland

Energy Savings Report

Wednesday, June 5, 2024
John Ledwith • Village of Tuxedo Park-Village Hall
80 Lorillard Rd, Tuxedo Park, NY 10987

Orange & Rockland's (O&R) Business Direct Install Pathway is committed to helping you invest in energy-saving improvements that will impact your business' bottom line. This report outlines your customized project plan, detailing recommended improvements, the available instant incentives and estimated energy savings. Use this report as a tool in your energy-savings journey.

Financial Benefit

Projects can be costly. That is why O&R provides instant incentives to reduce your project costs upfront. The table below shows your project costs before and after your instant incentives.

Cost of Selected Improvements	\$5,849
Selected Additional Costs	\$0
Instant Incentives from O&R* -	\$1,088
Customer Cost to be paid to your Participating Contractor	\$4,761

*All incentives are subject to change and must be reserved to be guaranteed.

Annual Energy Usage Benefit

The figure below shows your current electricity use over the last year, your estimated electricity use after installing selected improvements.

Current Energy Usage
7,722 kWh/yr

After Installing Selected Improvements
2,142 kWh/yr

Receive a total project discount of:
19% off



Reduce your payback time to:

4.9 years



Lower your annual energy costs by:
\$965



This report was generated with your supplied profile information and was prepared by:
Len Bailey • RTG Lighting, Inc. • 845-360-5363 • len@rtglighting.com

Pathway Agreement

Applicant Information

Customer Information

Company name:

Village of Tuxedo Park-Village Hall

Telephone:

845-351-4745 x2

Contact name:

John Ledwith

Email:

jledwith@tuxedopark-ny.gov

Title:

Building Inspector

Orange & Rockland Account Number:

XXXXX83005

Facility Address ("Facility"):

80 Lorillard Rd, Tuxedo Park, NY 10987

Name as it appears on electric bill:

Village of Tuxedo Park

Mailing Address:

Participating Contractor Information

Contracting Company Name:

RTG Lighting, Inc.

Contact name:

Len Bailey

Title:

Principal

Telephone:

845-360-5363

Address:

280 RTE 211 E (Suite 104-295), Middletown, NY 10940

Email:

len@rtglighting.com

Project Plan

Project Plan for:

Village of Tuxedo Park-Village Hall

Valid:

January 1, 2024 to December 31, 2024

During the promotion, the bonus incentive is only valid until end of the promotion period

Participating Contractor Company:

RTG Lighting, Inc.

Representative:

Len Bailey

Energy-Saving Improvements

Improvement Type	Yearly Energy Savings	Yearly Energy Cost Savings	Quantity	Total Cost
Lighting	5,580	\$965	65	\$5,849
Lighting Controls	0	\$0	0	\$0
Refrigeration	0	\$0	0	\$0
HVAC	0	\$0	0	\$0
Total Project Installation Cost				\$5,849
Additional Costs				\$0
Instant Incentives*				\$1,088
Customer cost to be paid to your Participating Contractor				\$4,761

*Projects must be approved and incentives reserved before any work begins. If Program Administrator does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact Program Administrator for a revised list of eligible improvements and pricing.

Reminder:

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2. Program Participation Steps

a. The Pathway offers eligible customers a no cost energy assessment to identify energy saving opportunities available at customer facilities. A Pathway approved contractor ("Participating Contractor") will provide customers discounts toward the equipment and installation costs of Pathway eligible measures installed by the Participating Contractor at Customer's Facility. The Energy Savings Report provided by the Participating Contractor to Customer outlines:

- i. Total project costs, including labor and materials, before incentive discounts
- ii. Estimated incentive amounts to be paid by O&R to the Participating Contractor
- iii. Total cost to be paid by Customer to the Participating Contractor

b. Upon Customer acceptance of the proposed measures, Participating Contractor will submit Customer's signed Pathway Agreement for review by the Pathway Administrator for Pathway eligibility. Pathway Administrator will notify Customer of its approval status. O&R reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost-effectiveness and the final incentive amount.

c. Customer understands that qualifying measures must be purchased from and installed by a Participating Contractor to qualify for discounts offered through the Pathway. Subject to the existence and remediation of any electrical violations, the Participating Contractor will commence installation within 30 days of the latter of execution of the Agreement or payment by Customer of the portion of the project costs for which Customer is responsible, as stated in the Project Plan. However, the Participating Contractor's failure to commence installation within such time period shall not create a cause of action for Customer against O&R. If a tenant, Customer is responsible for obtaining the property owner's permission to install the energy efficiency measures identified in the SOW. Customer's signature on this Agreement indicates that Customer has obtained such permission prior to such measures being taken.

d. Customer understands that O&R will issue payment for incentive amounts directly to the Participating Contractor. Customer is responsible for paying Participating Contractor the balance of the project costs after incentives are discounted from the total project.

3. Electrical Violations. If the Participating Contractor and/or its

subcontractors find any electrical violations (as defined by the applicable electrical code) within the Facility, the Participating Contractor is required to inform the owner of the Facility (or the owner's designated representative) of such violation(s) before the Participating Contractor proceeds with the installation. The existing violation(s) must be corrected by the Facility owner, at the owner's sole cost, before commencement of the installation.

4. Ownership of Installed Energy Efficiency Measures. Upon completion of installation, title to installed energy efficiency measures will transfer to the Customer. (For clarification, at no time will O&R have title to the installed energy efficiency measures.)

5. Project Installations. Customer acknowledges that while the Pathway may provide energy assessments and identification of energy efficiency measures, neither O&R nor Pathway Administrator will install any equipment or implement any efficiency measures. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the Participating Contractor or its subcontractors. Neither O&R nor its Pathway Administrator assumes any responsibility for oversight of contractor services, or for any claims the Customer might have against the Participating Contractor.

6. Energy Savings Report. Customer understands that the Energy Savings Report ("Report") is provided by O&R to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the Facility, information provided by Customer and from O&R, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's application.

7. Right to Inspect. To support identification, implementation, and measurement and verification of Pathway incentives and energy efficiency measures at Customer's Facility, Customer shall provide O&R, Pathway Administrator, Participating Contractor and O&R-approved service providers access to the Facility during normal business hours and shall make available at least one person who is familiar with the measures and Facility. In the case of a leased facility, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer shall provide additional information relating to the facilities, systems, and equipment, as requested by O&R or its service providers to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

8. Customer Information. By signing the Pathway Agreement, Customer authorizes and acknowledges that O&R may duplicate, disseminate, release and disclose Customer's information relating to a Customer project, and any other information related to the Customer's participation in the Pathway, including, but not limited, to customer name and contact information, account information and billing data, energy usage, and tax identification numbers to O&R's Pathway Administrator and its and their Pathway service providers, as applicable, and any other third party utilized by for the purposes of reviewing and processing the Customer application and incentive, to confirm eligibility for participation in the Pathway, to verify equipment installation or service implementation, operation and results, to issue payment on behalf of the Pathway, to monitor compliance with Pathway requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, O&R and its service providers shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Terms and Conditions (cont.)

9. **No Warranties.** Customer shall independently evaluate any information provided through the Pathway or related to estimates of energy savings or costs and selection or implementation of projects. Customer is solely responsible for the selection of equipment or measures to be installed or implemented. O&R does not make any warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy or cost savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Pathway. O&R DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, ENERGY SAVINGS, APPLICATION AND NON-INFRINGEMENT.

10. **Taxes.** Customer is solely responsible for any taxes or fees that may be due and/or assessed as a result of the installation. In the event that Customer claims any exemption for any tax, it must provide appropriate documentation to the Participating Contractor prior to installation.

11. **O&R'S ENTIRE LIABILITY AND OBLIGATION UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY INCENTIVE ACTUALLY PAID BY O&R TO THE PARTICIPATING CONTRACTOR IN RELATION TO INSTALLATION UNDER THIS PATHWAY FOR THIS PARTICULAR CUSTOMER. UNDER NO CIRCUMSTANCES WILL O&R BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL LOSSES OR**

DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE REGARDLESS OF WHETHER O&R WAS MADE AWARE OF THE POTENTIAL OF SUCH LOSSES OR DAMAGES.

12. **Assignment.** Customer shall not assign this Agreement or any part thereof or interest therein, or any monies due or to become due thereunder without the prior written consent of O&R, and any such assignment without such consent shall be void.

13. **Entire Agreement.** The Pathway Agreement, as it may be amended or modified in writing, including all attachments and incorporated references, constitutes the entire agreement between O&R and the Customer relating to the subject matter thereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

14. **Delay or Failure to Exercise Rights.** No delay or failure on the part of O&R in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights here under.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict-of-laws principles. Any dispute concerning this Agreement must be brought in the New York State or federal courts located in Rockland County, New York. Customer hereby waives any rights to trial by jury in regard to the Agreement.

Customer Signature

By signing below:

1. If signing on behalf of a business entity, Customer Representative has the authority to bind the Customer to the terms set forth in this Agreement;
2. Customer has read, understands, and agrees to comply with the terms set forth in the Pathway Agreement; and
3. Customer hereby authorizes the installation of the energy efficiency improvements identified in the Project Plan at the Facility.
4. Customer Representative consents to use of a third party service for purposes of electronically signing this Pathway Agreement and agrees to be bound by electronic signature.

See Note on page 11

Village of Tuxedo Park- Village Hall

80 Lorillard Rd Tuxedo Park NY 10987

Customer Name

Facility Address ("Facility")

Signature

John Ledwith

Building Inspector

Customer Representative Name (Print)

6/6/2024

Title

Date

jledwith@tuxedopark-ny.gov

Email

Terms and conditions apply.

Actual savings will vary by customer's energy usage and rate.

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Monthly Payment Proposal for Village of Tuxedo Park

Project Summary

Len Bailey of RTG Lighting, Inc., has engaged the National Energy Improvement Fund, LLC to offer a monthly payment plan for your project. The figures on this sheet explain the payments and savings calculated specifically for your project. If you are interested in moving forward with this offer, let us know and we will submit your project for approval.

Please note: Monthly payment estimates are subject to credit review.

NEIF provides 12-24 month, 0% financing for energy upgrades between \$2,000 and \$25,000 through the Business Direct Install Pathway.

Project Cost Overview

Project cost:	\$20,231.00
Incentives:	\$4,619.00
Net:	\$15,612.00

Monthly Payment Estimates*

Term	Monthly Payment
1 Year	\$1,301.00
2 Years	\$650.50

Next Steps

- 1 Review this offer and either click the I am Ready to Apply button in your email, or notify your contractor that you want to move forward with this offer.
- 2 You will receive an email with a link to a secure online application within one business day.
- 3 Receive notification of approval, sign closing docs, and begin the equipment installation process.

Questions About This Quote or Next Steps?

Contact the National Energy Improvement Fund, LLC (NEIF)

- 720-724-7673
- commercialfinance@neifund.org

NEIF ID #22199, created on: 5/30/2024

Terms and conditions apply.

*Actual savings will vary by customer's energy usage and rate.

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The Orange & Rockland Business Direct Install Pathway is funded in compliance with state law.

oru.com/directinstall

RTG Lighting, Inc.

"Eco-Friendly, energy efficient lighting solutions...think green"

Judge Us By The Company We Keep...

