

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

February 12, 2026 7:00 pm

YouTube meeting livestream access link (public comment is in-person only):

www.nyack.link/youtube

- 1. Pledge of Allegiance**
- 2. Mayor Rand's Remarks and Comments from the Village Board of Trustees**
- 3. Public Comment on Any Topic (1-3 minutes depending on the quantity of speakers)**
- 4. Public Hearing – Community Development Block Grant**
- 5. Adoption of Minutes – Minutes 1/22/26**
- 6. Action Items**

THE DRAFT RESOLUTIONS SET FORTH BELOW ARE FOR CONSIDERATION BY THE VILLAGE BOARD OF TRUSTEES (“BOARD”), WHICH RESOLUTIONS MAY BE APPROVED, OR MAY NOT BE APPROVED, OR MAY BE APPROVED WITH MODIFICATION(S), OR MAY BE TABLED WITHOUT ANY ACTION BEING TAKEN BY THE BOARD – THEIR INCLUSION IN THIS AGENDA IS NOT, IN ANY WAY, DETERMINATIVE OF A DECISION, IF ANY, TO BE MADE BY THE BOARD.

6.1 Resolution No. 2026-24 Resolution of the Nyack Village Board Accepting Audited Voucher Summary

WHEREAS, the Audited Voucher Summary was presented to the Nyack Village Board of Trustees at its regularly scheduled meeting of February 12nd, 2026.

RESOLVED, that General Fund Claims set forth on pages 1 through 13 in the below-listed amounts are approved for payment:

General Fund– \$76,873.24

Parking Fund – \$82,599.26

Water Fund – \$21,400.91

Capital Projects Fund – \$74,713.50

Trust and Agency Fund - \$2,502.14

6.2 Resolution No. 2026-25 Resolution of the Board of Trustees of the Village of Nyack Authorizing the Hiring of Christian-John Amano as a Part-Time Employee in the Building Department

WHEREAS, the Building Department has advised the Village Board of Trustees of the Village of Nyack of the need for additional support due to a lack of staffing and has recommended Christian-John Amano for a part-time position at an hourly rate of \$23.00, and funding for this position has been appropriated in the Building Department budget;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Nyack hereby authorizes the hiring of Christian-John Amano as a part-time employee in the Building Department, subject to approval by Rockland County Personnel.

6.3 Resolution No. 2026-26 Resolution of the Board of Trustees of the Village of Nyack Authorizing the Hiring of Kelli Signorile as Senior Clerk-Typist in the Building Department

WHEREAS, the Building Department has advised the Village Board of Trustees of the need to fill a vacant Senior Clerk-Typist position;

WHEREAS, funding for this position has been appropriated in the Building Department budget;

WHEREAS, the appointment is subject to Rockland County Personnel approval and the successful completion of the Rockland County Senior Clerk-Typist Civil Service exam;

RESOLVED, the Village Board of Trustees hereby authorizes the hiring of Kelli Signorile to fill the vacant Senior Clerk-Typist position in the Building Department at an hourly rate of \$26.44, in accordance with the applicable Union contract, and subject to Rockland County Personnel approval and successful completion of the Civil Service exam.

6.4 Resolution No. 2026-27 Resolution of the Board of Trustees of the Village of Nyack to Approve an Application for CDBG Grant for Sidewalk Work on High Ave and Liberty Stt

RESOLVED, the Board of Trustees of the Village of Nyack approves an application to CDBG for funding for a sidewalk on High Ave and Liberty St. and thanks the members of the CDBG committee for their advice.

6.5 Resolution No. 2026-28: Village of Nyack Board of Trustees Resolution Approving Mayor's Appointment of Layla Vrabel to the Planning Board for a five year term

RESOLVED, that the Mayor's appointment Layla Vrabel as a member of the Planning Board, for a term of five years, to expire December 31, 2030, is hereby approved.

**6.6 Resolution No. 2026-29: Village of Nyack Board of Trustees Resolution Approving
Renewal of the Revenue Sharing Agreement with the Nyack Library for Parking
Enforcement**

WHEREAS, the Village has long managed parking enforcement on the Library's parking lot for public access and the terms of the revenue sharing agreement have been a 60/40 split of all revenues, with the Library receiving 60%,

WHEREAS, the administrative process whereby the Village calculates the Library's share is cumbersome and time consuming and yet the revenues are very consistent year to year, with the Library share having been about \$14,750 in several recent years;

RESOLVED, in the interest of efficiency and timely payment to the Library of its share of revenues, the Board of Trustees of the Village of Nyack authorizes the Village Administrator to implement a renewal of the cost sharing agreement with a flat annual rate of \$14,750 payable to the library, for a term of three years, ending May 31, 2028, in a form acceptable to the Village Attorney.

**6.7 Resolution No. 2026-30: Village of Nyack Board of Trustees Resolution Approving
Adoption of a Policy Requiring Certain Village Contractors Certify Participation in
Apprenticeship Programs.**

WHEREAS, via resolution 2021-46 on July 8, 2021, the Board of Trustees of the Village of Nyack authorized an amendment to the Village Procurement Policy regarding apprenticeship training programs, setting the threshold of \$500,000 for eligible construction projects and \$750,000 for drainage projects,

WHEREAS, an apprenticeship requirement for construction contracts over \$250,000 can help create job training and employment opportunities without materially affecting cost of construction, and is legal as authorized by Section 816-b of the New York Labor Law;

WHEREAS, the County of Rockland has provided a template policy that is the basis of Attachment A, referenced here,

RESOLVED, the Board of Trustees of the Village of Nyack rescinds Resolution 2021-46 and authorizes amendment of the Village of Nyack Procurement Policy to include the attached apprenticeship policy (Attachment A)

**6.8 Resolution No. 2026-31: Village of Nyack Board of Trustees Resolution Approving
Renewal of Administrative Services Contract with Visit Nyack with an Increase from 8%
to 10% in the Administrative Fee**

WHEREAS, the Board of Trustees previously issued a Request for Proposals for administrative services for the management of the Nyack Tourism Grant process, funded by the Hotel Bed Tax, and Visit Nyack has provided outstanding service as program administrator since 2023,

WHEREAS, the current contract expired on April 31, 2025, with an option to renew for two two year renewal periods,

WHEREAS, the Board of Trustees finds it in the public interest to continue the Nyack Tourism Grant program and its administration by Visit Nyack,

RESOLVED, the Board of Trustees authorizes the Village Administrator, to renew the administrative services contract with Visit Nyack for a two year period, ending April 31, 2027, at a rate fee of 10% of total grants administered, in a form acceptable to the Village Attorney.

7. Department Reports to the Village Board of Trustees (based on availability).

- 8.1 – Orangetown Police Department
- 8.3 – Village Administrator
- 8.4 - Village Clerk

8. Old Business

- 8.1 Nyack Memorial Park Shoreline Path Project**

9. New Business

10. Communications

10.1 Abigail Hammond, Memorial park permit request, wedding, 10/3/26, noon – 3 pm. 30-40 - people.

10.2 Special event street closure permit request, street party, 6/26/26, Jackson Ave by Pride Center.

10.3 Brianne Higgins, Dancing in the Streets – 5/2/26, adding rain date of 5/9/26 to special event permit application

10.4 Morganna Brennan, Druidfest 2026, park permit request, 5/9/26

10.5 Field and Forage, Flower Market in Easter Square, Saturdays in 2026, 4/18/26-6/6/26, then 9/15/26-10/10/26.

10.6 Nyack Porchfest, Memorial park permit request, stage and vendors, 9/26/26

10.7 Morgana Brennan, Spirit of Sobro, 10/2/26

10.8 Connor Schoonmaker, Trinity Solar, Hawking application

11. Public Comment

12. Executive Session

13. Adjournment

CHRISTIAN-JOHN AMANO

Lab Assistant

Orthodontic Lab Assistant with over three years of experience in operatory disinfection, instrument sterilization, and inventory management. Adept in following infection control protocols, preventing cross-contamination, monitoring single-use supply levels, and maintaining dental equipment, all while adjusting task priorities to meet the needs of the clinic. Receptive team player with adaptability and an inclination to optimize workflow as responsibilities become routine.

Experience

Clemente Orthodontics *New City, NY / Ridgewood, NJ*

Lab Assistant August 2022 - Present

- Disinfect operatories and transport contaminated instruments to sterilization lab between appointments while adhering to infection control practices
- Sterilize and maintain dental instruments using ultrasonic machines, autoclaves, and chemical disinfectants, and package them for incoming appointments
- Conduct periodic maintenance of sterilization machinery in accordance with manufacturer guidelines, ensuring optimal performance
- Manage office inventory by restocking clinical and patient supplies in designated compartments, logging items for resupply, and processing daily incoming shipments
- Communicate appointment reminders via email and text to patients for follow-up scheduling to meet treatment deadlines

Education

SUNY Potsdam *Potsdam, NY*

August 2017 - May 2022

Bachelor of Music | GPA: 3.53

- Magna Cum Laude

Student Teaching at Public Schools *Indian River CSD & East Ramapo CSD / Newburgh ECSD & Wappingers CSD*

Spring 2021 / Spring 2022

- Collaborated with educators in coordinating lesson planning and instructional strategy, and sent weekly progress reports to student teaching supervisor
- Communicated professionally with students in different settings, providing feedback during rehearsals and leading by example during instrument lessons
- Balanced multiple tasks, including classroom setup, supplementary material development, lesson plan execution, and behavioral management
- Maintained lesson plans, student attendance records, and schedules using digital and analog filing systems
- Adhered to school district policies, safety protocols, and upheld proper conduct in a guest teacher role

Kelli Signorile



December 28, 2025

Hiring Committee

Village of Nyack Building Dept.
9 N Broadway
Nyack, NY 10960

Subject: Application for Clerical/Administrative Support

Dear Hiring Manager,

I am writing to express my interest in the Clerical/Administrative Support position at the Village of Nyack Building Department. As a resident of Valley Cottage with over 10 years of experience supporting operations, cross-functional teams, and administrative processes across corporate environments, I bring a strong background in organization, coordination, and systems management. I am excited about the opportunity to contribute locally.

In my current and previous roles, I have:

- Managed scheduling, documentation, and cross-departmental communication for large-scale projects.
- Maintained detailed records and reporting, ensuring accuracy, confidentiality, and timely delivery.
- Created and streamlined templates, and trackers to improve workflow visibility and efficiency.
- Provided administrative and operational support to leadership teams across multiple departments utilizing Microsoft Office, SharePoint, and various project management tools.

I take pride in creating organized and efficient systems that support day-to-day operations and would welcome the opportunity to discuss how my skills and experience align with your needs. Thank you for your consideration.

Best regards,

Kelli Signorile

Kelli Signorile, MSPM

Administrative & Operations Professional | HR & Team Support | Process Coordination

Signorile, C...

PROFESSIONAL SUMMARY

Detail-oriented and collaborative administrative professional with 10+ years of experience supporting operations, cross-functional teams, and company-wide initiatives. Skilled in data organization, scheduling, and workflow coordination. Recognized for managing sensitive information with discretion, maintaining structured systems, and ensuring smooth day-to-day operations. Passionate about fostering an organized, supportive, and people-centered workplace.

CORE SKILLS

- **Administrative & Operational Support**

Data Entry Management • Scheduling & Coordination • Employee Onboarding Logistics • Internal Communications

- **Cross-Functional Collaboration**

Team Support • Vendor & Partner Coordination • Meeting & Event Planning • Confidential Correspondence

- **Process & Technology**

Workflow Optimization • File Organization & Documentation • Reporting & Tracking Systems • Microsoft Office • SharePoint • Smartsheet • Trello • Teamwork • Canva • GSuite

PROFESSIONAL EXPERIENCE

Brandire & Hellobrand — Account Manager / PMO Lead (Contract)

(04/2025 – Present)

- Coordinate workflows, scheduling, and documentation across creative, strategy, and production teams.
- Create and maintain internal trackers, forms, and templates to improve organization and visibility.
- Manage confidential project information and correspondence with clients and vendors.
- Support leadership with administrative updates, task delegation, and process alignment.

NIQ (formerly NielsenIQ)—Project Manager, Global Marketing

(01/2022 – 12/2024)

- Maintained internal dashboards, reports, and content libraries to ensure alignment across departments.
- Assisted with onboarding processes, global team coordination, and document management.
- Organized meetings and communications for senior leaders, ensuring timely follow-ups and deliverables.
- Partnered with digital, design, and operations teams to improve internal processes and file accuracy.

WellCare, a Centene Company—Marketing Implementation Specialist, Corporate Marketing

(09/2013 – 03/2020)

Includes tenure at Universal American pre-acquisition

- Managed internal review and approval processes for marketing materials, ensuring accuracy and compliance.
- Coordinated scheduling, reporting, and vendor invoicing across departments.
- Supported leadership with administrative tracking and communications to streamline campaign delivery.

EDUCATION

- **Master of Science, Project Management** – Northeastern University
- **Bachelor of Arts, Communication** – SUNY Buffalo

INTEROFFICE MEMORANDUM

TO: MAYOR RAND AND TRUSTEES

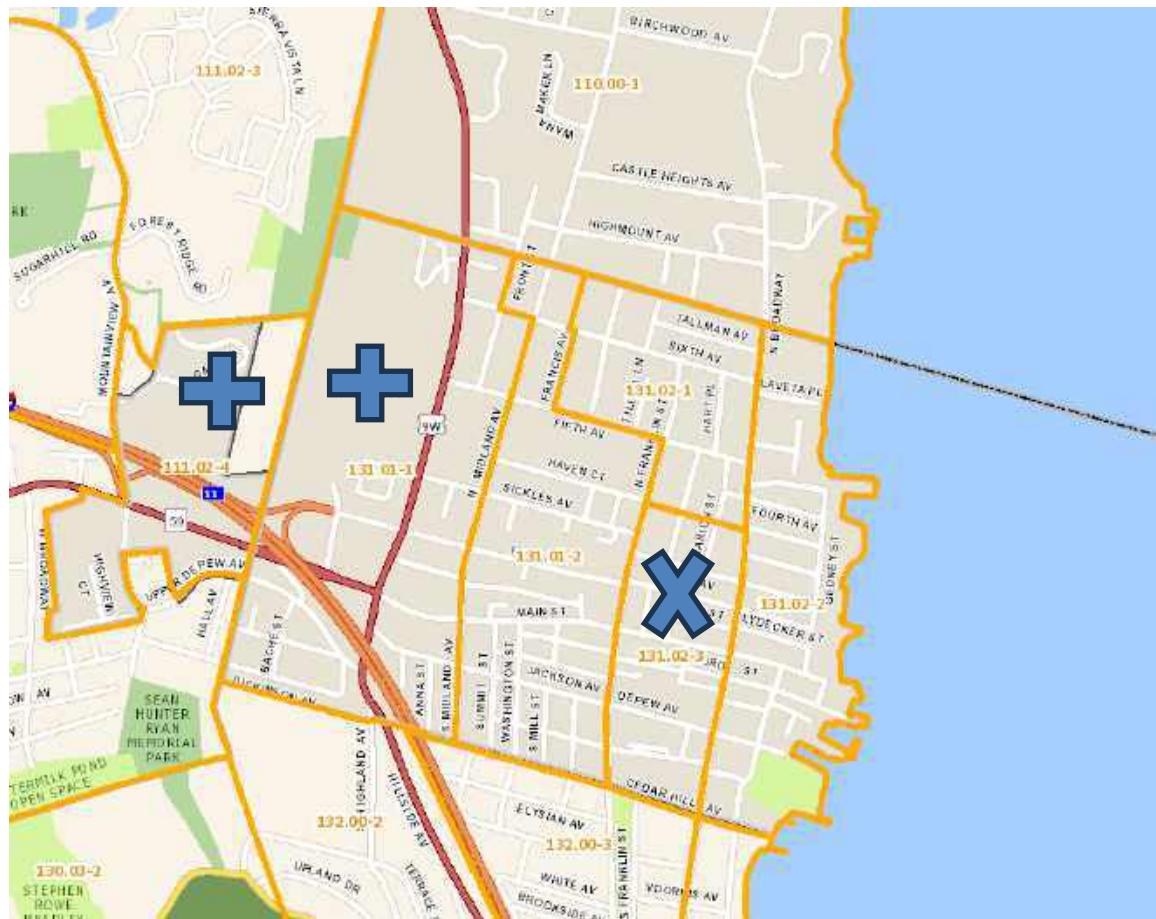
FROM: ANDY STEWART , VILLAGE ADMINISTRATOR

SUBJECT: CDBG APPLICATION FOR VILLAGE PROJECT

DATE: JANUARY 22, 2026

The Village CDBG committee has convened twice to review options for the next Village CDBG application, and considered a range of projects that would fall within the eligible census tracts and benefit the community.

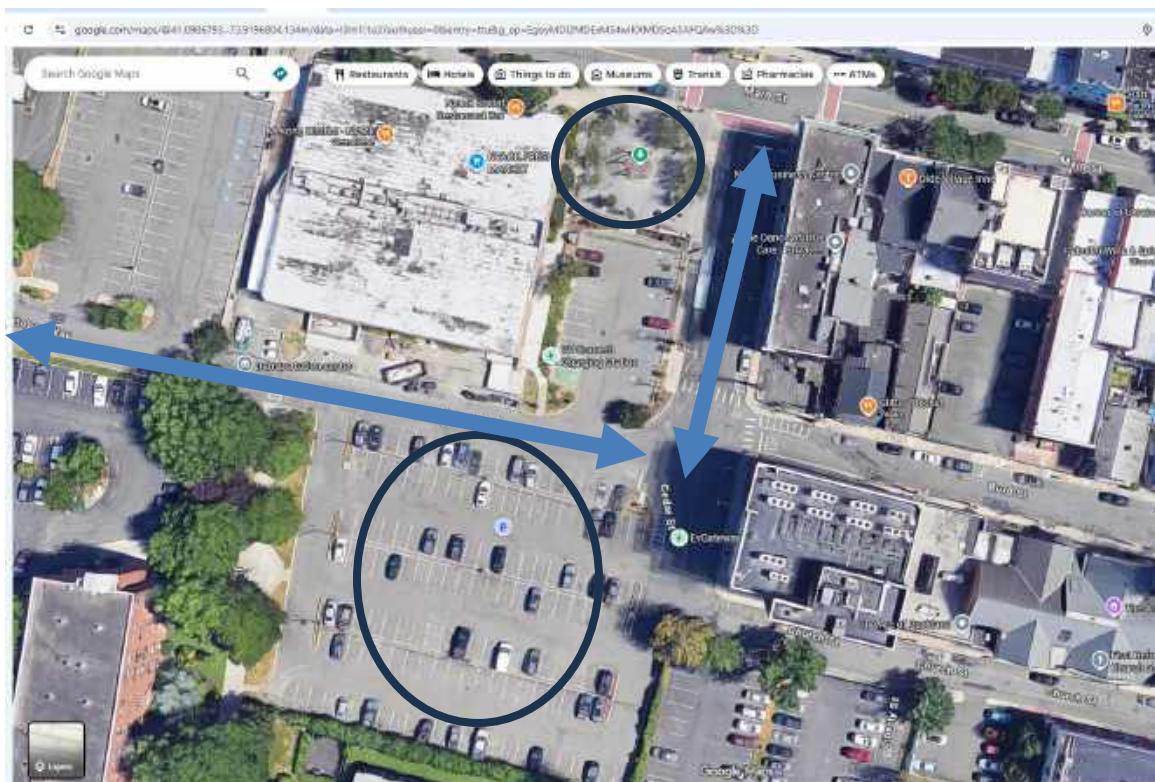
ELIGIBLE CENSUS TRACTS:



Of the projects considered, there are two that have the group's support and appear both feasible and fundable.

PROJECT 1 – RE-PAVE AND ENHANCE ARTOOPEE/VILLAGE PARKING LOT AND HEZEKIAH EASTER SQUARE

The lot serves a wide range of residents and visitors and public transportation. The project would pave the parking lot, Cedar Street with its bus layover zone, and Artopee Way, all of which have badly deteriorated asphalt and some drainage concerns. The project would consider design adjustments to the parking lot that would improve traffic flow without losing parking spaces, and improve aesthetics and landscaping. The project would review options for the Square, such as replacing missing trees and improving aesthetics.



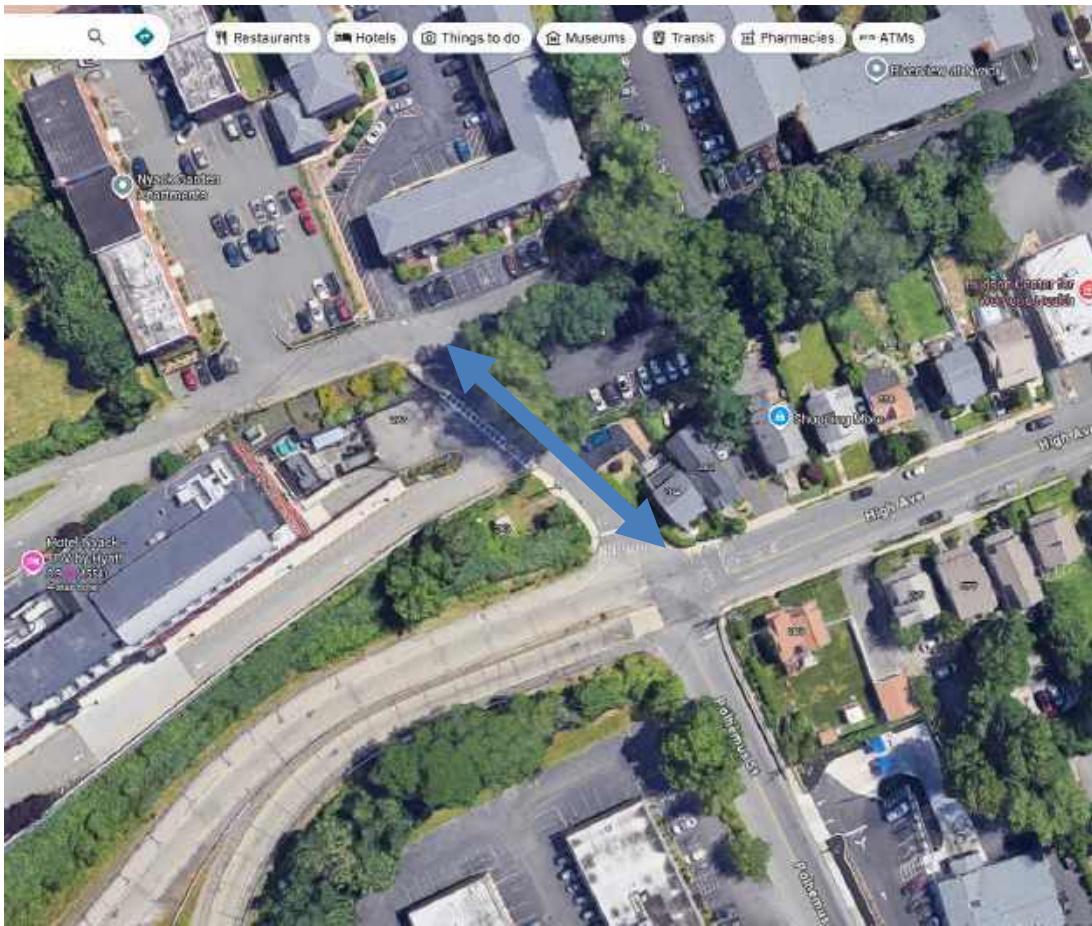
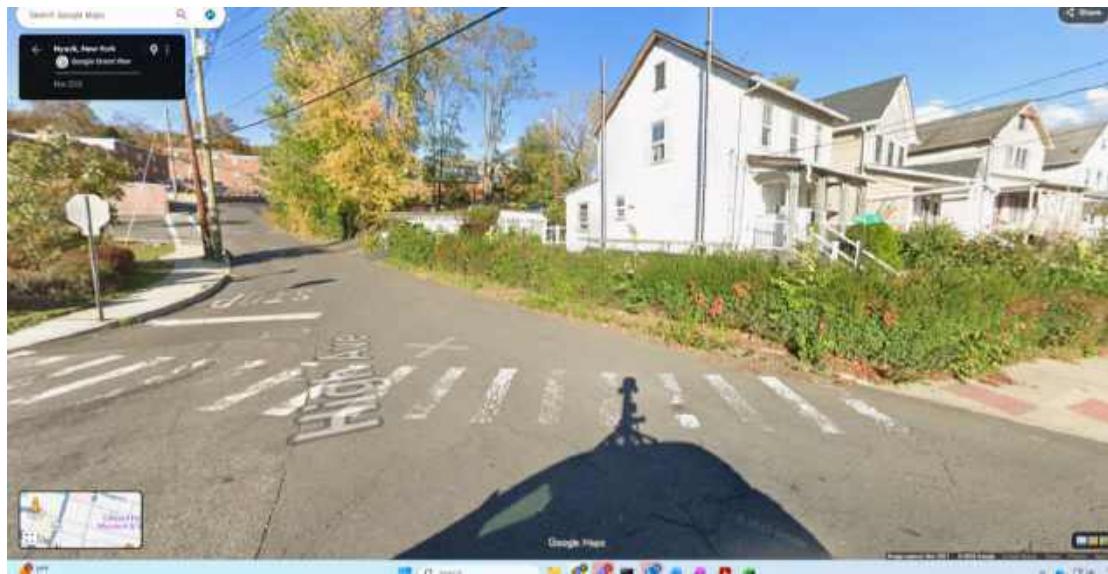
PROJECT 2 – SIDEWALK IMPROVEMENTS UPPER AND LOWER HIGH AVE

- A. N. Franklin/High Ave/Bridge St/Park St – this project would replace the asphalt sidewalk on the east side of N Franklin, wrap around onto High Ave heading east, and fix some badly deteriorated sections and corners by Bridge and Park.
- B. Polhemus “extension” up towards the apartments/hotel – this project would build a new sidewalk on the east side of Polhemus extension, to connect the apartments to the corner of High Ave where sidewalk into the Village begins. School children would use the new sidewalk to get to the bus stop on High Ave.

A. N. FRANKLIN ST/HIGH AVE

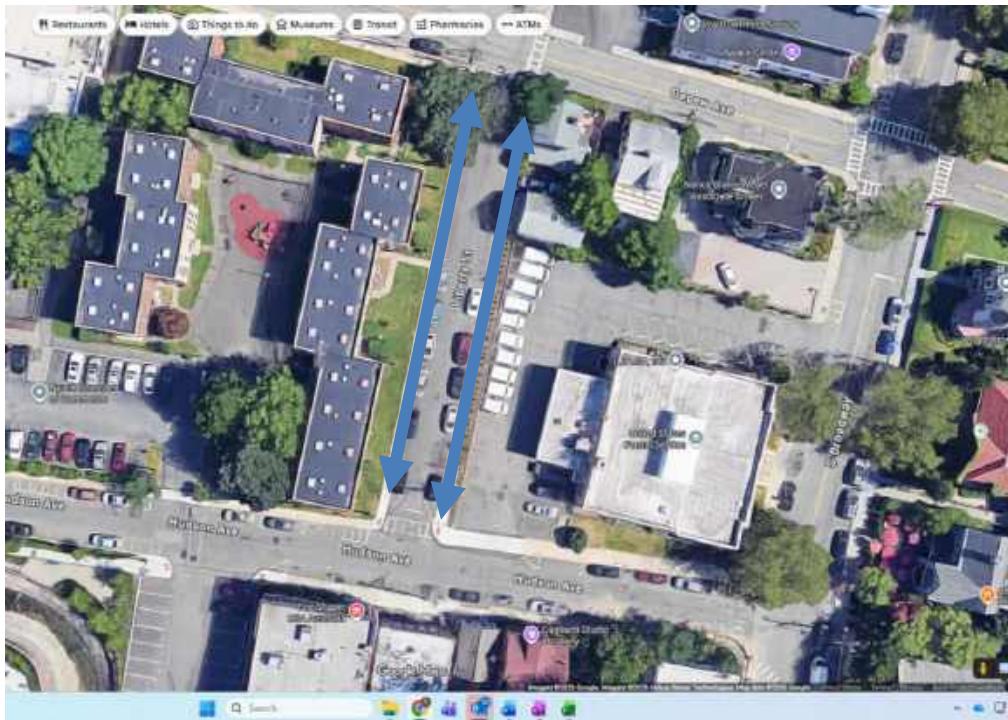


B. POLHEMUS EXTENSION/HIGH AVE



PROJECT 3 – SIDEWALK IMPROVEMENTS ON LIBERTY STREET

This project would replace a sinking sidewalk on the west side and repair cracked concrete on the east side.



PROJECTS CONSIDERED BUT NOT RECOMMENDED:

- A. Sidewalk on S. Franklin by community garden. Gardeners have voiced concern over loss of green space. Committee has concerns about burdening Plaza management with further maintenance responsibilities on a property they already donate for the community garden.
- B. Nyack Housing Authority playground improvements. The NHA has not responded to inquiries by committee members. The Committee will approach the NHA again next year.

PROJECTS ALREADY FUNDED (RECENT):

1. Sidewalks - First Ave/Marion/Jefferson – under construction
2. Senior Center roof, windows, doors, HVAC, etc. – in design
3. Sidewalk on Kilby, between Rte 59 and Upper Depew - funded

NEXT STEPS:

1. Public Hearing on February 12, 2026
2. BOT vote to select which application to submit

Village of Nyack
Building Department
9 N Broadway, Nyack, NY 10960

Dear Members of the Appointment Committee,

I am writing to express my interest in serving as a volunteer member of the Village of Nyack Planning Board. I have been a resident of Nyack since 2020, and my family and I have truly found a home in Nyack. As parents of two twin toddlers, we couldn't be more happy with where we've chosen for our girls to grow up. With that commitment comes a strong desire to support the community's thoughtful and sustainable growth, and I would welcome the opportunity to contribute my professional experience to the Village's planning process.

I am a licensed architect in the State of New York with more than fifteen years of experience working throughout the NY/NJ region, as well as on projects of varying scales in multiple states. Much of my work involves navigating municipal review processes, and I have presented to zoning boards, planning boards, and architectural review boards many times on behalf of clients as well as for my own applications. While every municipality has its own procedures and priorities, I am very familiar with the expectations, responsibilities, and collaborative problem-solving required to evaluate proposals fairly and consistently.

Because I have spent so much time on the other side of the table, I also understand the importance of clear communication, transparency, and predictable review standards. I believe a strong and reliable planning board process benefits everyone—residents, applicants, and the broader community. I would bring that perspective with me, along with a commitment to fairness and a focus on ensuring that decisions reflect Nyack's long-term interests and character.

I am also eager to deepen my involvement in the community. Over the past several years, I have built meaningful relationships with neighbors and residents I meet while out in the village, and I would appreciate the opportunity to contribute in a more formal way. Serving on the Planning Board would allow me to support Nyack's future while becoming more integrated into the civic life of the village I care deeply about.

Thank you for considering my application. I would be glad to discuss my background further and answer any questions you may have. I look forward to the possibility of contributing to the important work of the Planning Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Layla Vrabel".

Layla (Safiani) Vrabel

A horizontal line of black ink, representing a redaction of a signature.

Layla Vrabel

AIA, LEED AP BD+C

Principal, Architect

EXPERIENCE

MANCINI DUFFY | Principal | Studio Director | New York, NY | May 2011 - Present

Leader of an 20+ person studio, responsible for a wide range and quantity of project types, as well as managing the daily and long-term staffing projections of all studio members, and overseeing many of the team's client relationships.

As a multi-disciplinary architect, Layla leads both the architecture and interiors of her projects from early conceptual phases all the way through construction administration. She promotes the philosophy that architecture and interiors should be conceived wholistically together, rather than exclusively, with a strong focus on design grounded in technical feasibility.

Project Roles: Senior Project Manager, Senior Project Architect, Senior Project Designer

Project Types: Multi-location design and real estate planning, large-scale commercial developments and repositioning (extensive experience with NYC building & NYC zoning code), high-end retail interiors, cannabis retail, K-12 education base building & interiors, corporate workplace interiors in various market sectors, historical and non-historical building repositioning, hospitality interiors & large complexes, food service interiors

Firm Leadership: Studio Director, member of firm's Leadership Group, Co-head of the Talent Group, QA / QC peer reviewer for construction documents and design documents

LSO Creative | Founder & Lead Architect | New York, NY | February 2017 - present

Freelance practice leader, completing residential renovations of various scales and designs

Project Roles: Project Manager, Project Architect, Project Designer, Client Liason

Project Types: Single Family Residential, Residential Interior Design, Base-Building Multi-family Residential and mixed use; conducting code reviews and advisement related to local municipality ordinances, zoning code and State building code review/analysis

APD Engineering & Architecture | Architectural Intern | Vector, NY | Summer 2009

Architectural intern for Principal architect, assisting with construction documentation and assisting in coordination with internal engineering team

Project Roles: Architectural Intern

Project Types: Food & grocery retail, base building commercial

REGISTERED ARCHITECT | State of New York | April 2015 - present

AIA NEW YORK STATE CHAPTER | April 2012 - present

SYRACUSE UNIVERSITY SCHOOL OF ARCHITECTURE | August 2006 - May 2011

Bachelor of Architecture, Cum Laude

Minor of Entrepreneurship & Emerging Enterprises

Dean's Scholarship, five years

BEVERLY WILLIS ARCHITECTURE FOUNDATION | New York, NY | May 2017

Member of the 2017 Emerging Leaders Program, via nomination

ARCHITECTURE & INTERIOR DESIGN PRIVATE TUTOR | New York, NY | September 2012 - 2018

Tutor to undergraduate and graduate level students for topics including architectural drafting, Rhino, Revit, construction documents, design, Photoshop, Illustrator, InDesign, as well as resume and portfolio building and interview preparation

ACE MENTORSHIP PROGRAM | New York, NY | November 2012 - June 2015

Mentor to a team of high school students each year. In coordination with other disciplines, guided students through a year long design project and provided introductory lessons on the field of architecture

LEADERSHIP CREDENTIALS

PROGRAMS: Revit | AutoCAD | Rhino | Sketchup | Photoshop | Illustrator | InDesign | Lumion | Microsoft Office
Microsoft Excel | Microsoft Project | Newforma | Planifi | Deltek & Vantagepoint



Selected Projects

EDUCATION
RETAIL
BUILDING
REPOSITIONING

888 Broadway Repositioning | Manhattan, NY

April 2019 - January 2021

- Lead repositioning development project of the landmarked ABC Home & Carpet building from retail to office and retail spaces including the addition of a penthouse, as well as historic facade restoration and a new lobby entrance
- Roles: Project Manager, Project Architect, Lead Designer, Landmarks Coordinator
- Managed client relationship, overall project schedule, design team (including consultants), project budget & finances
- Led project design phases, construction document phases, bidding & permitting strategy/phasing and construction administration
- Oversaw all material and finish specifications, guiding an intermediate project architect and junior designer

240 Broadway | Brooklyn, NY

2019 - active

- Repositioning of a historical building to support retail space at the ground and cellar floors, commercial office space in the upper floors, and restaurant / bar space at the penthouse floor
- Successful Historic Preservation (National) and NY State Historic Preservation Office application
- Senior Project Architect & Project Designer
- Lead the team in historic repositioning expertise & design, as well as the technical development of the project; as Senior Project Architect lead development of Zoning & Code analyses, contract documents, and construction administration

ABC Home & Carpet at 888 Broadway | Manhattan, NY

April 2019 - January 2021

- Worked directly with ABC's internal design team to replan their store and restaurant footprint within a consolidated footprint, as part of the overall repositioning project
- Project Manager, Project Architect, Lead Designer
- Managed coordination and phasing of the overall base building project and the retail tenant's interior project, managed design team (including engineers and consultants), and coordination with contractor team
- Led project design phases, construction document phases, bidding & permitting and construction administration
- Oversaw all material and finish specifications in coordination with ABC's internal design team standards

Hermes of Paris Confidential Project | New York, NY

October 2021 - Present

- Worked directly with HoP's internal design team and global design partner architect, as the Architect of Record for a new luxury head-quarters, coordinating the technical execution of both the base building and interior designs
- Project Manager and Principal-in-Charge
- Managed client relationship, and oversaw coordination between building owner's base building construction and retail tenant's (HoP) interior construction; provided NYC code and zoning expertise

Breakwater Treatment & Wellness | Roselle Park & Asbury Park, NJ (multi-location)

September 2020 - Present

- A high-end medical cannabis retail, flagship store. Worked with the client to develop the design concept and strategy for their first headquarters retail & consultation location, as well as a secondary location roll-out of the same concept. Oversaw design and development of both the base building design and interior design.
- Project Manager and Principal-in-Charge
- Managed client relationship, and lead team through design, design development, and permitting phases.

Chaminade High School, Science, Technology and Research Center | Mineola, NY

Apr 2014 - Aug 2018

- New build, three-story educational facility, lead the full base building design as well as interior design of classrooms, corridors, atrium, roof terrace and surrounding site/plaza
- Lead Project Architect, Interior Designer and Assistant Project Manager
- Led design conceptualization, client presentations, design drawings, materials & finish selection, all consultant coordination, managed client relationship, project budget, fees & invoicing, contract drawing and technical development, permitting, as well as construction administration; all design of wayfinding & signage



Select Client List

Retail

ABC Home & Carpet
Breakwater Treatment & Wellness
Hermes of Paris
Starbucks

Real Estate & Development

Normandy Real Estate
Columbia Property Trust
DLJ Real Estate Capital Partners
ZB Capital
Aurora Capital Associates
DH Property Holdings
L3 Capital
Colliers International
GFP Real Estate
Park House Property Management
DH Property Holdings

Hospitality

Soho House New York (SohoWorks)
Soho Farmhouse
L&L Holding Company
The Howard Hughes Corporation
Wolseley Hotel

Aviation (Airport Tenant Retail)

LaGuardia Gateway Partners

Corporate Interiors

Annaly Capital Management
KPMG
Oppenheimerfunds (Mass Mutual)
Omnicom Media Group
Truly Original (formerly True Entertainment)
Verizon
DCAS (NYPD)

Media & Broadcast

CBS Networks
Mercury Radio Arts (TheBlaze)

Education

Chaminade High School
Kellenberg High School
Hebrew Academy of Long Beach
Hebrew Academy of Nassau County
Success Academy
City University of NY (CUNY)

Residential

Spectra Housing Development - Wichita, KS
Spectra Housing Development - Cumberland, IN
Spectra Housing Development - Lebanon, IN
Private Residence, Finkelstein Residence
Renovation - 165 Charles Street #14, Manhattan, NY
Private Residence, Erhan Residence
Renovation & Water damage repairs - 121 Kingsland Ave #4B, Brooklyn, NY
Dixon Mills Condos, Gardner Residence
Renovation - 227 Christopher Columbus Dr #119B, Jersey City, NJ
Private Residence, Manning Residence
Driveway enlargement, 35 Hickory Hill Rd, Eastchester, NY

Revenue	Parking fees at meter	6,570.85
	Tickets	8,927.00
	Parking fees on app	11,029.00
	Parking permits	<u> </u> <u> </u>
Total Revenue Collected		26,526.85
Outside tickets processing fees	(712.25)	
Collection fees - coin	(809.60)	
Collections fees - tickets	(93.61)	
Enforcement	(1,754.14)	
Insurance	1400.00	
Total		24,557.25
Library Portion (60%)		14,734.35
Amount Due for period 6/1/24-5/31/25		14,734.35

CALCULATION ASSUMPTIONS:

Outside ticket processing fee is calculated at \$1.75 per ticket

Collection fees - coin is calculated at 2 hours per pickup at the average Parking Enforcement Aide salary

Collection fees - tickets is calculated at .23 per ticket

Enforcement is calculated at 1 hour per week at the average Parking Enforcement Aide salary

ATTACHMENT A

EFFECTIVE MARCH 1, 2026

VILLAGE OF NYACK RULES AND REGULATIONS

APPRENTICESHIP TRAINING PROGRAMS FOR CONSTRUCTION CONTRACTS

Purpose

The purpose of these rules and regulations is to implement a policy requiring Apprenticeship Training Programs on construction contracts of more than \$250,000. The legislative intent is to promote apprenticeship training as authorized by Section 816-b of the New York Labor Law.

Definitions

“Alteration” – the process of improving real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

“Apprenticeship Agreement” shall be as defined in New York State Labor Law Article 23.

“Construction contract” shall mean any contract to which the Village of Nyack shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, or physical structure of any kind with a value more than \$250,000.

“Construction” means constructing, reconstructing, altering, maintaining, moving, rehabilitating, repairing, renovating or demolition of any building, structure, or improvement, or relating to the excavation of or other development or improvement to land.

“Contractor or subcontractor” shall mean a contractor or subcontractor, which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

“Demolition” – the process of taking down or removing a facility or physical structure from real property; does not include routine repair, operation, or maintenance of existing real property.

“Improvement” – the process of alteration or renovation of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

“Installation” - the process of installing material and equipment in relation to a construction contract as defined above; does not include routine repair, operation, or maintenance of existing real property.

“Maintenance and Repair” shall mean the upkeep of real property that neither adds to its permanent value nor prolongs its intended life appreciably, but instead keeps it in an efficient operating condition.

“Physical Structure” – shall be defined as buildings, garages, shelters, and bridges.

“Real Property” is the land and its permanently affixed buildings and structures.

“Reconstruction” - – the process of rebuilding, altering, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property; does not include routine repair, operation, or maintenance of existing real property.

“Rehabilitation” – the process of reconstruction, improvement, alteration, installation, or renovation of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

“Renovation” – the process of reconstruction, improvement, installation, and alteration of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include routine repair, operation, or maintenance of existing real property.

Effective Date

These rules and regulations shall take effect for all Village of Nyack Bid Solicitations for construction contracts issued on or after March 1, 2026.

Application

These rules and regulations shall apply to all Village of Nyack construction contracts more than \$250,000.

These rules and regulations shall apply to all subcontractors that are entitled to receive more than \$25,000 from a Village of Nyack construction contract.

These rules and regulation shall not apply to contracts for the routine repair, operation, or maintenance of existing real property.

These rules and regulations shall not apply to contracts for the routine repair, operation, or maintenance of Village owned streams.

These rules and regulations shall not apply to professional service contracts associated with a Village of Nyack construction contract.

These rules and regulations shall not apply to subcontractors providing only materials, supplies and equipment to a prime contractor.

These rules and regulations shall not apply to contracts or subcontracts for the purchase, delivery and installation of furnishings, furniture, and office equipment in relation to a construction contract.

These rules and regulations shall not apply to materials and services purchased under New York State Contracts. The terms and conditions stated in the Office of General Services contract shall apply.

These rules and regulations shall not apply to projects financed through Federal/State Grants and NYS Revolving Fund financing if those financing agreements prohibit the use of Apprenticeship Training Programs.

These rules and regulations shall not apply to highway projects that receive federal aid, if the federal aid agreement does not allow the use of Apprenticeship Training Programs or when the New York State Department of Transportation has concluded that the provisions of this policy could restrict competition.

These rules and regulations may not apply to certain contracts that involve the expenditure of federal assistance or contract funds. In this case, the Department Head of the contracting agency and the Village Administrator shall make a written determination as to the reason(s); these rules and regulations do not apply regarding that specific contract.

Original Contract Amount – The Village will utilize the Bid Price or Initial Contract amount by Trade to determine the applicability of Local No. 5 of 2003.

These rules and regulations shall not apply to Construction contracts in which the original Bid Price or Initial Contract amount is \$250,000 or less, but where the final contract amount is more than \$250,000 due to field change orders.

Required Contractor Certification of Compliance

Contractors shall be required to submit, prior to entering into a construction contract, more than \$250,000, a notarized Certification of Compliance with this policy. As part of this certification, the contractor shall attach and submit proof of apprenticeship agreements from the New York State Commissioner of Labor, and/or agreements with local Trade Unions for the type and scope of work to be performed. Such apprenticeship program must have a graduation rate of at least 30% over the last five years as determined by the New York State Department of Labor. and be located within the Hudson Valley, New York (Putnam, Rockland, Westchester, Dutchess, Orange, Sullivan, Ulster, Albany, Columbia, Greene, Rensselaer)

Required Subcontractor Certification of Compliance

Contractors shall be required to submit, for each subcontractor receiving more than \$25,000, a notarized Certification of Compliance with this policy. As part of this certification, the subcontractor shall attach and submit proof of apprenticeship agreements from the New York State Commissioner of Labor and/or local Trade Unions for the type and scope of

work to be performed. Such apprenticeship program must have a graduation rate of at least 30% over the last five years as determined by the New York State Department of Labor. and be located within the Hudson Valley, New York (Putnam, Rockland, Westchester, Dutchess, Orange, Sullivan, Ulster, Albany, Columbia, Greene, Rensselaer)

Procedure for Review of Prime Contractors Certifications

Prior to award, certification forms received in relation to a bid shall be reviewed for compliance by the Village agency that issued the bid documents. Upon determination of compliance, a memorandum stating that the bidder(s) to be awarded a contract(s) have met the requirements of this policy shall be prepared and included in the permanent bid and contract file.

Procedure for Review of Subcontractors Certifications

Prior to a Village agency approving the use of a subcontractor by a prime contractor, the Village agency that issued the bid documents shall review the Certification of Compliance of with this policy; for all proposed subcontractors. Upon determination of compliance, a memorandum stating that the subcontractor to be approved has met the requirements of this policy shall be prepared and included in the permanent bid and contract file.

Procedure for Requesting Waiver of Applicability

Instances will arise in which a procedure to waive the applicability of this policy will be in the best interest of the Village. In this case the Department Head of the Village agency that will be issuing the bidding documents or a Contractor shall document in writing to the Village Administrator the reason(s) for requesting such a waiver.

Some examples to implement a waiver are as follows:

- A documented (in writing) lack of availability or approved apprentice programs for a specific trade within the Hudson Valley.
- A lack of availability of apprentices in specific trades. A Contractor may apply for a waiver prior to the Bid Opening Date if there are no apprentices available. A Subcontractor may apply for a waiver prior to being approved by the Village if there are no apprentices available.
- At the request of a Village agency provided they have provided sufficient information to determine that it is in the best interest of the Village to do so.
- Contracts in which there is a disproportionately high ratio of material costs to labor costs.
- Participating contractors and subcontractors demonstrate a good faith effort to comply.
- Other criteria the Village Administrator deems appropriate, subject to prior review by the Village Administrator and Village Board of Trustees.

If, upon his review of the waiver request, the Village Administrator determines that the request to waive the applicability of this policy is in the best interests of the Village; then the Village Administrator shall forward a resolution request to the Village Administrator for his review and approval; and if approved by the Village Administrator the resolution will be forwarded to the Board of Trustees for appropriate action.

Enforcement

The Village Administrator shall handle all complaints regarding the application of this policy.

Please be further advised you have the right to appeal a complaint resolution relating to the Apprenticeship Rules and Regulations to the Mayor, Village of Nyack, 9 N Broadway, Nyack NY 10960.

RESOLUTION OF THE NYACK VILLAGE BOARD

A regular meeting of the Nyack Village Board was convened on July 8, 2021

Resolution No. 46 of 2021

RESOLUTION OF THE NYACK VILLAGE BOARD TRUSTEES TO AUTHORIZE AN AMENDMENT TO THE VILLAGE PROCUREMENT POLICY REGARDING APPRENTICESHIP TRAINING PROGRAMS

WHEREAS, Article 23 of the NYS Labor Law, entitled “Apprenticeship Training”, provides and defines Apprenticeship Training Programs as programs designed to promote the public policy of training and developing skilled tradesman to support the state’s workforce and promote the state’s economy; and

WHEREAS, Article 23 of the NYS Labor Law permits local municipalities to require bidders on certain public works projects to have Apprenticeship Training Programs approved by the NYS Commissioner of Labor in place as part of the municipal Procurement Policy.

NOW, THEREFORE BE IT RESOLVED, that the Village of Nyack hereby establishes a policy to promote apprenticeship training as authorized by Article 23 of the NYS Labor Law, specifically under Section 816-b of NYS Labor Law, and be it

FURTHER RESOLVED, that the term “Public Works Contract,” for the purposes of this resolution, shall mean any contract to which the Village of Nyack shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition of any building, facility, physical structure, highway or bridge, with the exception of “Drainage Contracts” as hereafter defined, with a value in excess of \$500,000.00, and be it

FURTHER RESOLVED, that the term “Drainage Contract” for the purposes of this resolution shall mean any contract which the Village shall be a signatory which involves the construction, reconstruction, improvements, rehabilitation, installation, alteration, restoration, demolition of any stream, channel, drainage pipe or culvert with a value in excess of \$750,000.00, and be it

FURTHER RESOLVED, that “contractor or subcontractor” shall mean a contractor or subcontractor which directly employs labor under a Public Works Contract or Drainage Contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of New York State Labor Law, and be it

FURTHER RESOLVED, that the Village of Nyack hereby requires any contractor or subcontractor, prior to entering into a Public Works Contract or Drainage Contract with the Village of Nyack as referenced herein, to have Apprenticeship Agreements, appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of New York State Labor Law, anything in Section 103 of the New York State General Municipal Law to the contrary notwithstanding, and be it

FURTHER RESOLVED, that the Village Administrator is hereby authorized, empowered, and directed to promulgate such rules and regulations necessary and appropriate for the implementation and

enforcement of any provisions of the law, including but not limited to amending the Village's Procurement Policy, and be it

FURTHER RESOLVED, that the Village Board, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.15(c) of the New York State Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and be it

FURTHER RESOLVED, that this resolution shall apply to the Public Works Contracts and Drainage Contracts advertised for bids on or after the effective date, and be it

FURTHER RESOLVED, that bidders on Public Works Projects and Drainage Contracts referenced herein are encouraged to provide apprenticeship training opportunities to residents of the Village of Nyack, and be it

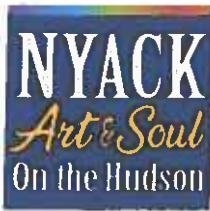
FURTHER RESOLVED, that if any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which judgment or order shall be rendered.

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

	Yea	Nay	Abstain	Absent
Mayor Hammond	[]	[]	[]	[]
Trustee Parker	[]	[]	[]	[]
Trustee Lightfoot-Cooper	[]	[]	[]	[]
Trustee Lorenzini	[]	[]	[]	[]
Trustee Rand	[]	[]	[]	[]

Lise Chanin, Village Clerk

Adopted at a regularly scheduled meeting of the Board of Trustees on July 8, 2021



Visit Nyack

Nyack, April 10th, 2023

Response to RFP "Administer the Nyack Tourism Grant"

Dear Village of Nyack representatives,

We are very excited to submit the attached proposal regarding the Fund Administration for the newly established Nyack Tourism Grant.

Visit Nyack, Inc. is the highly effective marketing agency that promotes Nyack since 2012 as a unique tourist destination in the Tri-State area by providing PR, advertising and marketing services for Nyack-based organizations and businesses.

With our dedicated team of experienced PR experts and marketeers, we are deeply involved in planning and executing marketing campaigns for events and initiatives such as Nyack Feasts, Nyack Street Fairs, Phoenix Theater Festival, Winter Wonderland, and Nyack Fan Card.

In addition, Visit Nyack maintains a widely popular Events calendar on its visitnyack.org website and informs 5,000+ Nyack "Fans" in the Tri-State area via bi-weekly email blast and blog updates.

Furthermore, Visit Nyack executes the grant given by Rockland County Tourism to promote Nyack as the gateway to Rockland by running NYC subway poster campaigns, radio and print/social media ads.

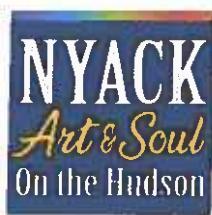
Based on these activities for over 10 years, Visit Nyack has developed a strong tourism marketing expertise, event promotion skills and overall impactful execution power which we are passionate to apply to the tasks outlined in the RFP.

Thank you for the opportunity to participate in this RFP.

Respectfully,

Thomas Schneck, President Visit Nyack, Inc.

Visit Nyack, Inc., PO Box 100, Nyack, NY 10960



Visit Nyack

Nyack, April 10th, 2023

Response to RFP "Administer the Nyack Tourism Grant"

Addendum - Visit Nyack Board Members

Thomas Schneck, President

Roger Cohen

John Dunnigan

Visit Nyack, Inc., PO Box 100, Nyack, NY 10960

VILLAGE OF NYACK
ROCKLAND COUNTY, NEW YORK

REQUEST FOR PROPOSAL

FOR

A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM

**DR. DON HAMMOND, MAYOR
ANDY STEWART, VILLAGE ADMINISTRATOR**

March 27, 2023

.....

**THIS REQUEST FOR PROPOSAL (“RFP”) CONSISTS OF 22 PAGES.
SUBMISSION OF A PROPOSAL WILL BE DEEMED ACKNOWLEDGEMENT
OF THE RECEIPT OF THE ENTIRE RFP PACKAGE. IF YOU FAIL TO
RECEIVE ANY PAGES, PLEASE CONTACT THE VILLAGE CLERK’S
OFFICE AT PHONE #(845) 358-0548, EXT. 545, OR ANDY STEWART,
VILLAGE ADMINISTRATOR AT PHONE #(845) 358-3581**

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**NOTICE TO PROPOSERS OF A REQUEST FOR PROPOSAL FOR
A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM IN
NYACK, NEW YORK**

NOTICE IS HEREBY GIVEN that proposals for **A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM, LOCATED IN NYACK, NY**, will be received by the Village Clerk of the Village of Nyack at the Nyack Village Hall, 9 North Broadway, Nyack, NY 10960, **until Wednesday, April 12, 2023 11 A.M.**, at which time and place they will be publicly cataloged by the name of the Responders, and the proposals then submitted to the Village Administrator for review and analysis.

The proposals shall be for **A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM**, as per Article VI (Hotel Room Occupancy Tax) of Chapter 305 (Taxation) of the **VILLAGE Code**, and in accordance with specifications as contained in the proposal designated "Contract" contained in the RFP.

The Village of Nyack officially distributes bidding documents from the Village Clerk's Office. Copies of bidding documents obtained from any other source are not considered official copies. Only those Proposers who obtain bidding documents from the Village Clerk's Office are guaranteed to receive addendum information if such information is issued.

The Village reserves the right to waive any informality or reject any or all proposals should the best interest of the Village thereby be promoted.

Consistent with federal mandates, Requests for Proposals are solicited from any and all parties, including, but not limited to, minority businesses and enterprises operated and conducted by women.

This Request for Proposal ("RFP") is for services requiring special or technical skill, training or expertise. The services requested are not "purchase contracts" or "contracts for public works," as those phrases are used in bidding statutes.

Proposals may be delivered to the Village Clerk at the above address by mail or in person. Proposals need not be delivered in sealed form. It is the intention of the Village not to disclose any proposal submitted prior to the opening date and time. However, the Village cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the Village Clerk, with **"A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM"** clearly marked on the outside of the envelope. Unintended disclosure will not prevent the Village from determining an award to a Proposer, including a Proposer whose proposal was so disclosed.

Proposals will be considered firm for at least forty-five (45) days after the opening date and time.

No Proposer may withdraw his/her/its proposal within forty-five (45) days after the date set for the opening therefor, but may withdraw his/her/its proposal at any time prior to the scheduled date for the opening of proposals.

BY ORDER OF THE VILLAGE BOARD OF THE VILLAGE OF NYACK, ROCKLAND COUNTY, NEW YORK

Dated: March __, 2023

JENNIFER HETLING
Village Clerk of the Village of Nyack
9 North Broadway
Nyack, NY 10960
Tel. (845) 358-0548, ext. 545

PART I

**REQUEST FOR PROPOSAL
FOR
A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM**

1. NOTICE

NOTICE IS HEREBY GIVEN that proposals for **A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM** will be received by the Village Clerk's Office of the Village of Nyack, at the Nyack Village Hall, 9 North Broadway, Nyack, NY 10960 **Wednesday, April 12, 2023, 11 A.M.**, at which time and place they will be publicly cataloged by the name of the Proposers, and the proposals then submitted to the Village Administrator for review and analysis.

Proposals are solicited from any and all parties, including, but not limited to, minority businesses and enterprises operated and conducted by women.

2. NOT A COMPETITIVE BID

This Request for Proposal ("RFP") is for services requiring special or technical skill, training or expertise. The services requested are not "purchase contracts" or "contracts for public works", as those phrases are used in bidding statutes.

Therefore, the **VILLAGE OF NYACK** (hereinafter sometimes referred to as the "VILLAGE") is not subject to competitive bidding procedures in making this RFP, or determining an award to a Proposer who responds to this RFP.

3. RECEIPT OF PROPOSALS

Proposals may be delivered to the Village Clerk's Office at the above address by mail or in person.

Proposals need not be delivered in sealed form. It is the intention of the VILLAGE not to disclose any proposal submitted prior to the opening date and time. However, the VILLAGE cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the Village Clerk, with "**A CONTRACT TO ADMINISTER THE NYACK TOURISM GRANT PROGRAM**" clearly marked on the outside of the envelope. Unintended disclosure will not prevent the VILLAGE from determining an award to a Proposer, including a Proposer whose proposal was so disclosed.

Proposals will be considered firm for at least forty-five (45) days after the opening date and time.

4. PREPARATION OF PROPOSAL

(a) Proposals must be submitted on the prescribed form in quadruplicate. All blank spaces for proposed prices must be filled in, in ink, in both words and numerical figures, with the unit price for

the item or the lump sum for which the proposal is made.

(b) Any proposals may be withdrawn prior to the above scheduled time for the opening of proposals, or authorized postponement thereof. Any proposal received after the opening date and time specified will not be considered. No Proposer may withdraw a proposal within forty-five (45) days after the actual date of the opening thereof.

5. QUALIFICATIONS OF PROPOSER

(a) Only qualified Proposers, which term hereinafter may apply equally to persons providing a service, who have adequate experience, finances, equipment and personnel, will be considered in determining the award.

(b) The VILLAGE may make such investigations as the VILLAGE deems necessary to determine the ability and qualifications of the Proposer to perform the work. The Proposer shall furnish to the VILLAGE all such information and data for this purpose as the VILLAGE may request. The VILLAGE reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the VILLAGE that such Proposer is properly qualified to carry out the obligations of the proposal and to complete the work required to be completed therein. Conditional proposals (other than as called for herein) will not be accepted.

6. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications shall be made to any Proposer orally. Each and every request for such interpretations shall be in writing, addressed to the Village Clerk, and shall be submitted by **10:00 AM on April 3, 2023**. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the RFP, which, if issued, will be mailed to all prospective Proposers (at the respective EMAIL addresses furnished for such purpose) not later than **5:00 PM on April 7, 2023**. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under his/her/its Proposal submitted. All addenda so issued shall become part of the Contract.

7. FEDERAL AND STATE LAWS AND REGULATIONS

All applicable federal, New York State (“State” or “NYS”), County of Rockland (“County”) and VILLAGE laws, codes, rules and regulations shall apply to the Contract, and they are deemed to be included herein, the same as though fully set forth herein.

8. AWARD OF CONTRACT

(a) An award will be made to the lowest responsible and responsive Proposer. However, the VILLAGE reserves the right to waive technical non-compliance with a proposal if the deviation is minor or not substantial, and if, in the opinion of the Village Board or Village Attorney, it is in the best interests of the VILLAGE to do so. The VILLAGE reserves the right to reject any and all

proposals for any reason.

(b) Any conditions set forth in a Proposer's proposal will be deemed a counter-offer, and may render the proposal non-responsive.

(c) Only the Proposer who is awarded the Contract, in response to this RFP, will be notified in writing by the Village Clerk's Office.

(d) Acceptance by the VILLAGE of a proposal, as documented by a Resolution of the VILLAGE Board of Trustees and formalized by the execution of a contract between the VILLAGE and the successful Proposer, shall constitute a contract between the VILLAGE and the successful Proposer.

(f) A written Contract will be executed by the successful Proposer, in form and substance, to the extent possible, as annexed in Part IV of this RFP.

9. OBLIGATION OF PROPOSER

At the time of the opening of Proposals, each Proposer will be presumed to have inspected, to have read and to be thoroughly familiar with the proposed Contract (including all addenda) and the specifications set forth in Part II below. The failure or omission of any Proposer to receive or examine any form, instrument or document shall in no way relieve any Proposer from any obligation with respect to his/her/its Proposal.

10. CONVICTION OF A CRIME

If the successful Proposer, or any officer, director or any individual or entity holding a controlling interest of the successful Proposer (defined as five percent or more, or, in the case of a corporation, any stockholder owning five percent or more of the outstanding shares) is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law), related to the subject matter of the contract, or if a related or affiliated company, partnership or corporation is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law) related to the subject matter of the contract, after the contract is fully executed, the VILLAGE shall have the right to terminate the contract without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or similar entity, an "affiliate" means any individual partnership, corporation, proprietorship, association or other entity (1) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the successful Proposer or any of its management personnel (as defined below) or directors, (2) which directly or indirectly holds 50% or more of the ownership interest in the successful Proposer, (3) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the successful Proposer, or (4) which, whether by contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the successful Proposer. An "ownership interest" means the ownership, whether legally or

beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

PART II

SPECIFICATIONS

GENERAL INFORMATION

The VILLAGE collects a 3% tax on hotel room occupancies as per Article VI (Hotel Room Occupancy Tax) of Chapter 305 (Taxation) of the VILLAGE Code, with an estimated revenue of \$100,000 per year. The Village plans to allocate 50% of annual hotel tax revenues to the Nyack Tourism Grant Program (sometimes referred to herein as "Grant Program"). The purpose of the Grant Program is to provide free marketing support to local projects that will increase tourism in the Village.

1. SCOPE OF CONTRACT

It is the intent of the VILLAGE to formulate a Contract to administer the Tourism Grant Program, as per, pursuant to and as prescribed in the Contract (Part IV of this RFP), which Contract sets forth all of the rights, privileges, responsibilities, obligations and duties of the VILLAGE and successful Proposer; and, if there is a conflict between any terms or provisions of the Contract and any other term or provision contained within Part I, Part II or Part III of this RFP, the Contract (Part IV) shall control, govern and dictate the mode and manner of performance under the Contract, and the rights, privileges, responsibilities, obligations and duties of the parties.

Included with all proposals, the VILLAGE requires a statement of history, which statement must include a **minimum of 5 years'** experience in the marketing of tourism projects. Principals and corporate officers must be listed. The VILLAGE may conduct credit and criminal background checks on these individuals prior to final selection.

2. PRE-PROPOSAL MEETING:

The VILLAGE will hold a pre-submittal meeting for all interested parties **March 30, 2023 at 1:00 PM.** It is strongly recommended that all Proposers attend the meeting. All questions must be presented at the time of the meeting and there will be no further opportunity for a formal meeting with Village staff. An effort will be made to record, and to share with all persons receiving this RFP, the questions and answers discussed orally during the meeting. Except as provided herein, questions asked of the VILLAGE must be in writing, and the VILLAGE's responses will be shared with all persons attending or receiving this RFP. **It is the intent of the Village to accommodate all additional inquiries for meeting. Additional meeting will be made by appointment only by contacting the Village Administrator at phone #845-358-3581.**

3. TERM

The term of the Contract shall commence on the **1st day of May, 2023**, and continue until the **31st day of April, 2025**, with an option for the successful Proposer to renew the Contract for **two (2) additional two (2) year terms**, with License Fees in amounts mutually agreeable to the VILLAGE and successful Proposer, and which **two (2) two (2) year renewal options** shall only take effect upon and if consented to by the VILLAGE, which consent shall not be unreasonably withheld. The initial two (2) year term, and each subsequent renewal term, if any, shall be referred to herein as the "Contract Term."

Alternative terms and additional fee schedules (if applicable) for the Contract may be proposed by the successful Proposer in its response to the RFP. "Alternative terms", if any, shall not constitute conditions to the Contract or Fees, but may offer alternative terms based upon a Proposer's assessment of the cost of administration of the Grant Program.

The VILLAGE understands that alternative Contract terms and fees may be necessary and appropriate based upon the Proposer's plan for the administration of the Grant Program. Therefore, if alternative terms to those set forth herein are submitted, they will be received and evaluated in accordance with the review process set forth herein.

4. SCHEDULE OF OPERATIONS

The Contract shall remain in effect for twelve months during each and every year of the Contract Term, as described in the Contract herein.

5. QUALIFICATIONS

The Proposer must demonstrate a minimum of five (5) years of tourism marketing experience and a good knowledge of Nyack's tourism businesses, special events and initiatives.

8. STAFFING

The Proposer shall provide adequate experienced staffing, who shall be recruited with VILLAGE residents being given a preference in hiring.

10. SELECTION PROCESS

Deadline for Proposals: All Proposals (in quadruplicate) must be received by the Village Clerk, no later than 11 A.M. on Wednesday, April 12, 2023. Any Proposal received after that time will be rejected.

REVIEW PROCESS

The VILLAGE will review each Proposer's qualifications and rank them using the following general factors, as well as other information contained in the respective Proposals:

- A. All Proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Only Proposals which, in the opinion of the VILLAGE, meet the requirements of the RFP will be further evaluated.
- B. Proposals, which pass preliminary review, will be evaluated on how well the Proposal meets the needs of the VILLAGE as described in the Proposer's response to the RFP. It is important that the responses be clear and complete, so that the VILLAGE can adequately understand all aspects of the Proposal.
- C. The VILLAGE will select those it deems to be the top Proposals for further review. The Proposers submitting the top Proposals shall make a personal presentation to the VILLAGE, which presentations will be evaluated as well. Further, as part of the presentation, the VILLAGE reserves the right to request additional financial information from those Proposers making personal presentations.
- D. A final decision to award the Contract will be made by the Village Board of Trustees of the VILLAGE, who will authorize the Mayor to execute the Contract, and any other instruments related thereto, with the final selected Proposer.
- E. The award of a Contract by the Village Board of Trustees to the successful Proposer will be Notice of Acceptance. The award of a Contract will bind the Proposer to furnish the service in accordance with the terms and provisions set forth herein, addenda (responses to Proposers' questions), the Proposer's Proposal, other representations made, as well as all other terms and conditions of the Contract in its final form.

PART III

PROPOSAL

Opening Date: _____ Time: _____

Location: VILLAGE OF NYACK
Village Hall
9 North Broadway
Nyack, New York 10960

NOTICE: Proposals must be submitted on this form. In order to avoid "non-responsiveness", there must remain annexed hereto, upon submission, all of the attached Part I through Part IV. In addition, one copy of each addendum received by Proposer must be annexed hereto upon the submission of this Proposal.

TO THE VILLAGE OF NYACK:

** Visit Nyack, Inc. Tel. 914-213-2618
3 Voorhis Point
Nyack, NY 10960
Email: schneck.thomas @ outlook.com

* Strike the three inapplicable capacities. If the Proposer is a foreign corporation, it must agree to accept service of process as provided herein (see paragraph 4).

** This information must be supplied by Proposers, corporate and otherwise, and shall include the Proposer's **telephone number**.

D. (Paragraphs "D" and "E" shall bind only those corporate Proposers that are not organized and existing under the laws of the State of New York). If the Proposer is a foreign corporation or limited liability company, Proposer must submit a certificate that it is authorized to do business in the State of New York and in the County of Rockland.

E. The undersigned, a foreign corporation or limited liability company, agrees: that personal service of process in any civil action, lawsuit or legal proceeding instituted by the VILLAGE against the undersigned arising out of this RFP or Contract may be made by United States Postal Service ("USPS") Certified Mail Return Receipt Requested ("CMRRR"), addressed to the undersigned at the address referred to in paragraph "C" of this Proposal above, unless a different address within the State of New York be specified below, in which event service of process, via CMRRR, as aforesaid, may be made only at the address specified below or at such other mailing address within the State of New York as is substituted therefor by the undersigned by notice in writing to the VILLAGE. Any such CMRRR that is returned by USPS to the VILLAGE, as rejected, declined, refused, not accepted or not claimed, shall have the same force and effect as if the correspondence were received and read by the Proposer.

F. By submission of this proposal, the undersigned, and each person signing on behalf of the undersigned certify, under penalty of perjury, that:

(1). The Fees in this proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Fees with any other Proposer or with any competitor;

(2). Unless otherwise required by law, the Fees which have been quoted in this proposal have not been knowingly disclosed by the undersigned, and will not knowingly be disclosed by the undersigned, prior to opening the Proposal by the VILLAGE, directly or indirectly, to any other Proposer or to any competitor;

(3). No attempt has been, or will be, made by the undersigned to induce any other person, partnership, limited liability company or corporation to submit, or not submit, a Proposal for the purpose of restricting competition.

(4). No representation, statement or statements, oral or in writing, has induced Proposer to submit a proposal in response to the Request for Proposal, excepting only those contained in Part I through Part IV hereof or made part hereof by its terms.

G. I hereby acknowledge receipt of the following addenda set forth below

Addendum No.	Date of Receipt
Part I	4/11/23
Part II	4/11/23
Part III	4/11/23
Part IV	4/11/23

H. It is understood by the undersigned that the monetary figures set forth in paragraph "I" (Fee Schedule) are for the purpose of facilitating the comparison and evaluation of the Proposers' proposals, and that the VILLAGE shall also consider other factors in evaluating the Proposals (as described in Part III "Specifications") in determining the award of the Contract.

I. **FEE SCHEDULE:** Proposer must quote an annual Fee to be paid by the VILLAGE for the administration of the Grant Program for each and every year of the proposal. Proposed Fees are to be filled out both in words and numerical figures. In case of any discrepancy, the price in words will generally be taken as the proposed License Fee. The VILLAGE prefers a Fee based on a percentage of the Grant fund to be administered, since this fund, and hence the workload of administering grants, will vary from year to year. The funds to be administered are estimated to be about \$50,000 per year.

**COMMENCING MAY 1, 2023, AND FOR EACH YEAR THEREAFTER,
THE PROPOSED FEE IS AS FOLLOWS:**

	NUMERIC AMOUNT	AMOUNT IN WORDS
05/1/2023 – 04/31/2024:	\$ <u>8</u> % of grant budget	<u>eight</u> _____
05/1/2023 – 04/31/2025:	\$ <u>8</u> % of grant budget	<u>eight</u> _____

**[IF APPLICABLE, INSERT ALTERNATIVE CONTRACT TERM PROPOSAL HERE
(ATTACH ADDITIONAL SHEETS IF NECESSARY):]**

J. The proposal made by the foregoing shall be irrevocable for forty-five (45) days or such greater period after the date on which the VILLAGE opens the same as set forth in paragraph "1" of the RFP.

K. Proposer does hereby certify that no officer, partner, director, Member or any person holding an ownership interest (defined as owning five percent [5%] or more of the LLC, Member or corporate stock shares) has been convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law).

L. **The attached Request for Proposal embodies the minimum requirements of the VILLAGE: Proposers are encouraged to offer additional or supplementary services or incentives to the VILLAGE.**

IN WITNESS WHEREOF, the undersigned has caused this proposal to be signed and delivered as of the date first herein set forth, and agrees to furnish the services, carry-out the Contract and perform the work in accordance with all the terms, provisions and conditions of the Request for

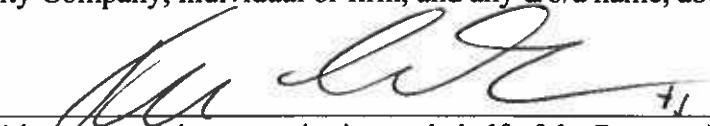
Proposal.

DATE: Apr. 11, 2023

FEDERAL TIN/EIN# 47-1909575

(tax-exempt 501(c)(6))

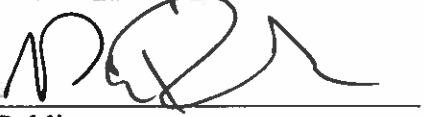
(print the full legal name of the Corporation, Limited
Liability Company, individual or firm, and any d/b/a name, above)

By: 

(signature of signatory signing on behalf of the Proposer)

Thomas Schneck, President, Visit Nyack, Inc.
(print full name of signatory, and his/her title/position above)

Sworn to before me this
10th day of April, 2023


Notary Public

NICOLE DUBOW
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU6032262
Qualified in Rockland County
My Commission Expires December 10, 2025

PART IV

CONTRACT

THIS AGREEMENT is made as of the day of April, 2023, between the VILLAGE OF

sums for each respective yearly period. The VILLAGE prefers a Fee based on a percentage of the grant fund to be administered, since this fund, and hence the workload of administering grants, will vary from year to year. The funds to be administered are estimated to be about \$50,000 per year.

[To be inserted based on the final Agreement with the CONTRACTEE]

NUMERIC AMOUNT	AMOUNT IN WORDS
05/1/2023 – 04/31/2024: \$ __ % of grant budget	_____
05/1/2023 – 04/31/2025: \$ __ % of grant budget	_____

[This section may be amended based upon the proposals received by the Village].

5. PROGRAM ADMINISTRATION

The Grant Program's goal is to increase tourism spending within the Village by allocating 50% of hotel tax revenues of the previous VILLAGE fiscal year to marketing services that will increase regional awareness of, and participation in, local business and shopping opportunities and events. The CONTRACTEE will use VILLAGE funds to purchase marketing services, on behalf of successful grant applicants, according to funding agreements formed with each grantee, and exercise oversight of this spending. This marketing services brokering role relieves grant applicants of the burden of bookkeeping, ensures high quality of execution during the grant disbursement and promotes collaboration among diverse parties for maximum leveraging of local talent, business networks and public and private spaces.

Important Dates:

June 1 – May 31 – VILLAGE fiscal year.

April 1 – Opening of grant application period/call for applications.

June 1 – Deadline for grant applications.

May/June – Committee review of funding applications.

July 1 – Date by which VILLAGE Board of Trustees will allocate funds to grant program equal to 50% of hotel occupancy taxes paid in prior fiscal year.

July – Presentation of Committee recommendations for funding to the VILLAGE Board of Trustees.

August 15 – Deadline for VILLAGE Board of Trustees to allocate funding among recommended projects.

CONTRACTEE responsibilities:

- (a) Collaborate in the development of the Grant Program administrative process.
- (b) Maintain a working phone number and working email address for regular correspondence with the VILLAGE and prospective and existing applicants, and respond to all inquiries in a timely manner.
- (c) Maintain a project webpage (microsite) featuring current application, program goals, FAQs, etc.

- (d) Distribute grant applications in April in electronic form.
- (e) Provide one-on-one, and group, applicant support services, as appropriate, to aid in the development of outstanding applications and projects, particularly defining a marketing plan.
- (f) Receive grant applications in April/May review for completion, and counsel applicants on any additional work needed to complete their applications.
- (g) Convene the Tourism Grant Committee (“TGC”) to review grant applications.
- (h) Guide TGC in evaluating applications using the scoring framework agreed to by the VILLAGE. Prioritizing applications that:
 - i. Increase revenues in the Nyack business community, especially hotels, shops, restaurants and personal services.
 - ii. Increase overnight stays in the Village.
 - iii. Reflect the diversity of the Village, promote entrepreneurship and social inclusion.
 - iv. Leverage Village assets (walkable downtown, waterfront, parks, etc.).
 - v. Create repeatable and sustainable activities.
 - vi. Involve cooperation of businesses and non-profits in the Village.
- (i) Provide a written summary of funding recommendations by early July, and an in-person presentation to the VILLAGE Board of Trustees in late July.
- (j) Help successful applicants further craft their marketing services purchasing plans.
- (k) Create specific marketing services purchasing agreements with grantees within the project funding level established by the VILLAGE Board of Trustees.
- (l) Purchase marketing services on behalf of grantees by reviewing and approving all media buys for appropriateness.
- (m) All marketing media must include reference to VILLAGE program support and images that promote the overall village brand.
- (n) Monitor grantee compliance with program requirements.
- (o) Provide an annual grant project report to the VILLAGE Board of Trustees.
- (p) Establish a separate bank account for grant disbursements and provide expense reports as per item “g” below.

VILLAGE responsibilities:

- (a) Collaborate in the development of the Grant Program administrative process.
- (b) Create a ten-person Tourism Grant Committee (“TGC”) via Resolution of the VILLAGE Board of Trustees, with representatives from retail (2), restaurants (2), hotels (2), non-profits (2), the Nyack Chamber of Commerce (1) and Visit Nyack Inc. (1).
- (c) Designate available annual funding shortly after the end of the VILLAGE’s fiscal year on May 31, or on or about July 1.
- (d) Schedule presentation of proposed project funding decisions by TGC to VILLAGE Board of Trustees in the month of July.
- (e) Decide funding amount for each project via resolution of the VILLAGE Board of Trustees in the month of July or first half of August.
- (f) Pay CONTRACTEE service fee of XX % of program fund (approximately 50% of revenues from the prior fiscal year), in 12 equal monthly disbursements throughout the year, June through May.
- (g) Pay CONTRACTEE 50% of the available grant fund (total grant fund = 50% of tax

revenues minus total annual contractual fee to CONTRACTEE) on or about August 15, and 50% on or about February 15 (contingent on receipt of spending report from last payment, due on or about February 1).

- (h) Promote the Grant Program via VILLAGE media.
- (i) Refer prospective applicants to the CONTRACTEE as appropriate.

10. NON-DISCRIMINATION PROVISION

The CONTRACTEE agrees to and accepts the provisions of §296 of the Executive Law of the State of New York.

12. MANAGER, PERSONNEL

CONTRACTEE shall provide the VILLAGE Clerk with the names and addresses of the CONTRACTEE's owners, partners, Members, principals, or controlling stockholders. During the term of this Contract, at least one of the CONTRACTEE's current controlling principals, owners, partners, Members or stockholders shall maintain a controlling interest in CONTRACTEE, which current principals, etc., are: _____.

In addition, any change in the ownership, or any other corporate or LLC change, shall be reported to the VILLAGE, and any failure to do so on the part of the CONTRACTEE shall be grounds for immediate revocation, termination and/or cancelation of this Contract, after the expiration of the applicable cure period.

14. CONTRACT AT WILL OR BY SUFFERANCE

(a) Regardless of the title of this Agreement as a "Contract," and the copious references to the "CONTRACTEE," the parties acknowledge, understand and agree that this is a contract **AT WILL OR BY SUFFERANCE**, and this Contract is, therefore, revocable and/or terminable by the VILLAGE, at will, and the VILLAGE reserves the right to revoke, terminate and/or cancel this Contract whenever, in the discretion of the VILLAGE Board of Trustees, the VILLAGE Board of Trustees finds that the CONTRACTEE has failed to cure a breach, default or violation of the Contract. In the event the CONTRACTEE defaults in the strict, timely and prompt performance of, or breaches or violates, any provision, term or condition of the Contract, after expiration of the applicable notice and cure period, the VILLAGE may terminate the Contract.

(b) CONTRACTEE shall have no right, authority or power to sell, mortgage, assign or parcel out this Contract, or any interest therein, nor any right, power or authority to allow or permit any other persons or parties to have any interest, without the express prior written consent of the VILLAGE, which shall not be unreasonably withheld, it being the purpose of this Contract to grant such privilege solely to the CONTRACTEE and, neither directly or indirectly, to any other person or party.

22. COMPLIANCE WITH LAW

CONTRACTEE agrees to comply with all Federal, State, County and Local Laws, rules and regulations, and orders of the VILLAGE, relating to this Contract and the services contemplated hereunder.

23. INSURANCE

The CONTRACTEE shall not begin its services contemplated under this Contract until it has obtained all insurance policies and endorsements required under this paragraph, and until such policies of insurance have been approved by the VILLAGE, which consent shall not be unreasonably withheld.

A Consultant working for the Village of Nyack must provide the following:

- 1) Commercial General Liability coverage with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate and including a waiver of subrogation in favor of the Village of Nyack.
- 2) Automobile Liability with a limit of \$1,000,000 combined single limit for owned, hired, borrowed and non-owned vehicles and include a waiver of subrogation in favor of the Village of Nyack.
- 3) Workers' Compensation covering operations in New York State, and Employers' Liability and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Evidence must be provided on a C-105.2. Workers Compensation must include a waiver of subrogation in favor of the Village of Nyack.

Note: ACORD form is not acceptable proof of workers compensation coverage; must provide

C- 105.2 and Disability to be provided on DB-120.1

- 4) Professional Liability – \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The professional insurance shall cover the professional services rendered to the Village of Nyack by the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for (2) years following the completion of the work.
- 5) Umbrella Liability or Excess Liability with a limit of \$3,000,000 each occurrence \$3,000,000 aggregate on a follow-form basis over the General Liability, Automobile Liability, Workers Compensation and Professional Liability.
- 6) Consultant acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The consultant is to provide the Village of Nyack with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.

Certificates shall provide that thirty (30) days' advance written notice, prior to cancellation, termination or expiration, be given to the VILLAGE. Policies that lapse and/or expire during the Contract Term shall be recertified and received by the VILLAGE no less than thirty (30) days prior to expiration, termination or cancellation

Note: The Village of Nyack and their agents, officers, directors and employees must be listed as additional insured on a primary, non-contributory basis except for the Workers Compensation and Disability policies and list the specific project. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insureds.

The cost of furnishing the above insurance shall be borne by the CONTRACTEE.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better, and be licensed in the State of New York.

24. HOLD HARMLESS

The CONTRACTEE, in addition to any policies of insurance procured and maintained pursuant to this Contract, agrees to defend, save, indemnify and hold harmless the VILLAGE, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding, regardless of origin or nature, arising out of the CONTRACTEE's performance, operation, carrying-out, execution or conducting of any aspect of this Contract, or associated activities or business, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability, and whether or not a negligent act or omission is claimed, and the CONTRACTEE agrees to pay the VILLAGE for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or, at the option of the VILLAGE, shall, at the CONTRACTEE's own expense, defend any and all such actions.

25. VIOLATIONS, BREACHES AND DEFAULTS

(a) Should CONTRACTEE, or any of its owners, partners, Members, principals, or controlling stockholders, be convicted of a felony crime, the VILLAGE may terminate, revoke and/or cancel this Contract by notice, in writing, immediately effective on mailing, as though it were the time provided for the expiration of the Term hereof.

(b) Should the VILLAGE, in the discretion of the Village Board, determine that CONTRACTEE is not operating, carrying-out or performing the Contract in compliance with any the terms and provisions hereof, the VILLAGE Board of Trustees shall give the CONTRACTEE ten (10) days' notice to cure, in writing, specifying in what manner the CONTRACTEE is not operating, carrying-out or performing, and/or the problems or conditions to be cured or corrected, which notice shall be delivered and/or sent to the CONTRACTEE, either via hand-delivery at (by any practical means) and/or United States Postal Service (USPS) First Class Mail to the CONTRACTEE's principal place

of business (set forth in the first paragraph of this Contract) and the Licensed Premises. In the event the CONTRACTEE's deficiency, inadequacy, lack of and/or failure in operating, carrying-out or performing under the Contract, and/or the problems or conditions, are/is not corrected or cured within said ten (10) day cure period, the VILLAGE Board of Trustees may adopt a Resolution to revoke, terminate and/or cancel the Contract. In the event said Resolution is adopted by the VILLAGE Board of Trustees, a certified copy of the Resolution shall be delivered and/or sent to the CONTRACTEE, either via hand-delivery at (by any practical means) and/or USPS First Class Mail to the CONTRACTEE's principal place of business (set forth in the first paragraph of this Contract), and the Contract shall thereupon be revoked, cancelled and/or terminated, without further notice, as though it were the time provided for the expiration of the Term hereof. In the event this Contract is revoked, cancelled and/or terminated as aforesaid, all rights and privileges of the CONTRACTEE herein shall be forfeited without any claims for damages, compensation, refund of its investment, expenses or costs of improvements, if any, or any other claim whatsoever against the VILLAGE.

26. NOTICE

Where provision is made herein for notice to be given in writing, unless otherwise prescribed herein, the same shall be delivered and/or sent to the CONTRACTEE, either via hand-delivery at (by any practical means) and/or USPS First Class Mail to the CONTRACTEE's principal place of business (set forth in the first paragraph of this Contract); and delivered and/or sent to the VILLAGE via the same manner at, or to, VILLAGE Hall at the address set forth in the first paragraph of this Contract.

The failure of the VILLAGE to insist upon strict performance of any of the terms, provisions agreements, conditions or covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the VILLAGE may have, and shall not be deemed a waiver of any subsequent breach, violation or default in the terms, provisions, agreements, conditions and covenants herein contained. This Licensed Agreement may not be changed, modified, revised, cancelled or terminated orally.

31. PERFORMANCE

The CONTRACTEE agrees to well and truly perform, and faithfully observe and comply with, , all covenants, conditions, agreements, terms, promises and provisions prescribed in this Contract. The CONTRACTEE further agrees to defend and indemnify, and save and keep harmless, the VILLAGE, and its officers, officials, agents and employees, from and against all liability, liens, judgments, costs, claims, damages, costs and expenses of whatsoever kind, which may in any way be suffered by the VILLAGE, or its officers, officials, agents or employees, or which may accrue against or be charged to, or recovered from, the VILLAGE or its officers, officials, agents or employees, by reason or in consequence of the performance, execution or operation of, or as a result or in consequence of the privileges granted under, the Contract, or for or on account of any act or thing done or suffered or omitted to be done under the authority, or supposed authority, of such grant. Notwithstanding any other provision to the contrary, CONTRACTEE shall not be responsible for the acts or omissions of the VILLAGE, its agents, officials, officers and/or employees.

33. RELATIONSHIP TO THE VILLAGE

The CONTRACTEE shall be legally considered an independent contractor and neither it, nor its staff or employees, shall, under any circumstances, be considered employees, servants or agents of the VILLAGE, and the VILLAGE shall, at no time, be legally liable or responsible for any negligence, carelessness or recklessness on the part of said CONTRACTEE, or its servants, employees or agents, resulting in either personal injury or property damage to any individual, business entity or firm or corporation.

36. MISCELLANEOUS PROVISIONS

(a) The failure of the VILLAGE to insist upon the strict performance of any of the provisions, terms, promises, conditions and covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the VILLAGE may have, and shall not be deemed a waiver of any subsequent breach, violation or default of any such provisions, terms, promises, conditions or covenants herein contained.

(b) If any term, provision, covenant, promise or condition of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each remaining term, provision, covenant, promise and condition of this Contract shall be valid and remain in full force and effect.

(c) If the VILLAGE, in the discretion of the VILLAGE Board of Trustees, determines that the CONTRACTEE is not operating, carrying-out or performing the Contract in compliance with any the terms and provisions hereof, then the VILLAGE may issue Requests for Proposals ("RFPs") to the general public, for the purpose of inviting proposals, bids or offers to perform the services contemplated by this Contract.

(d). This Contract shall be governed by, and construed in accordance with, the laws of the State of New York.

37. MODIFICATION

This Contract contains the complete and entire agreement made between the VILLAGE and CONTRACTEE, and may not be modified, changed or revised orally or in any other manner other than by an agreement, in writing, signed by all of the parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their authorized officers and have caused their corporate or business entity seals to be affixed hereto.

Dated: Nyack, New York

_____, 2023

_____, CONTRACTEE
[PRINT NAME OF CONTRACTEE]

Sworn to before me this _____

day of _____, 2023

By:

[PRINT NAME OF SIGNATORY
BENEATH SIGNATURE]

Notary Public

VILLAGE OF NYACK

Sworn to before me this _____
day of _____, 2023

By:

Don Hammond, Mayor

Notary Public



VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

Application Checklist: Please complete this agreement in full and return to the Village Clerk

Application form complete Certificate of Insurance
 Liability release and rules agreements signed Driver's License copy

APPLICANT/LICENSEE

NAME Abigail Hammond
ADDRESS 48 Burstone Rd Apt 2
CITY New York Mills STATE N.Y. ZIP CODE 13417
DAYTIME PHONE # 845 270 7077 EMAIL: abigailhammond4@gmail.com

DATE(S) REQUESTED: 10/3/2026 TIME: From 12:00pm/PM to 3pm/PM
(Rain date: / /)

AREA(S) REQUESTED: Upper Lawn Basketball Court Waterfront Splash Pad
 Lower Lawn

Description of the nature of the activity/purpose: Small wedding ceremony

Number of Attendees/Participants: 30-40 people

The Licensee acknowledges that the premises are delivered to them in good condition and that all equipment is in good working condition.

The Licensee agrees to exit Memorial Park, leaving it in the same condition as when it was received, no later than dusk on the evening of the event.

The Licensee is responsible for: The safety and conduct of all guests on the premises and any personal injuries or property damages occurring during the time that the Licensee is using the premises, including set-up before the event and during the clean-up period.

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

Agreement made this _____ day of _____, 20 __, between the Village of Nyack, a Municipal Corporation with an office at 9 N. Broadway, Nyack, NY 10960 (hereinafter referred to as the "Village") and the following organization (hereinafter referred to as the "Licensee")

[Official Use Only: Do Not Write Below This Line]

Village Board Approved: Yes _____ No _____

Date: _____ / _____ / _____

Signature: _____

1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked at any time for violation of any part of the Memorial Park Usage Agreement. All group activities of 10 or more participants require a permit from the Village Clerk; groups of 40 or more require a permit from the Village Board of Trustees.
2. Prohibitions: No destruction or defacement of any park plant, animal, or structure; No fires or grills; No guns or other weapons; No smoking or vaping; No alcoholic beverages; No swimming; No amplified music or sound or inflatable equipment without a permit; No tents. No vending or peddling. No driving vehicles on upper or lower lawn, due to sprinkler system.
3. All gatherings will end no later than dusk, unless otherwise permitted. Garbage must be removed from the park or bagged and placed adjacent to the refuse receptacles before leaving the property.
4. Licensee must comply with all applicable laws of the Village of Nyack, County of Rockland, State of New York and the Federal Government.
5. At no point shall permitted users of the park block access by the general public to park facilities, including the gazebo, fishing pier, splash pad, playground, basketball court, picnic tables, open fields, unless specifically permitted to do so.
6. The Village, at its discretion, may impose additional requirements prior to issuance of this permit as required by the nature of the event proposed. These may include a security deposit; DPW and/or Police labor costs, etc.
7. In the event of an emergency or accident, if necessary, contact Orangetown Police at 845-359-3700 or call 911, and notify Village Hall at 845-358-0548.

****FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS "A" MISDEMEANOR
PURSUANT TO SECTION 210.45 OF THE NEW YORK STATE PENAL LAW****

**VIOLATIONS MAY SUBJECT A PERSON TO A FINE NOT EXCEEDING \$500.00 OR
IMPRISONMENT NOT EXCEEDING 15 DAYS OR BOTH.**

The undersigned hereby certifies that they have received, read, fully understand and agree to be bound by all applicable rules, regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denied use of the Village Facilities in the future. I and/or the organization I represent agree to pay all reasonable costs for damage and/or vandalism to the park or facilities used in relation to the event.

Signature:

Aly H OTRIL

Date:

1/14/26

Insurance Requirements for Use of Village Owned Property

Prior to the use of Village Property, the Licensee shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Nyack certificates of insurance evidencing same and reflecting the effective date of such coverage as follows (special event insurance available online from various businesses):

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate and shall cover liability arising from Bodily Injury, Property Damage, Premises, Operations, Independent Contractors, Products/Completed Operations, and Personal and Advertising Injury, Blanket Contractual including injury to subcontractors' employees and shall include coverage for:
 - A. Village of Nyack and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" placing the "Village of Nyack, 9 N. Broadway, Nyack NY 10960" on the ACORD certificate as a "Certificate Holder" and shall apply on a primary and non-contributory basis. The Certificate of Insurance to show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Licensee waives all rights of subrogation or similar rights against Village of Nyack, assigns, officers, employees, representatives and agents.
 - C. Per Location Aggregate to be included, if applicable.

Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Nyack. Policies that lapse and/or expire during the term of use shall be recertified and received by the Village of Nyack no less than thirty (30) days prior to expiration or cancellation.

Licensee acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.

The cost of furnishing the above insurance shall be borne by the Licensee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

*Village of Nyack
9 North Broadway
Nyack NY 10960*

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Licensee's obligation to indemnify Village of Nyack, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Licensee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Licensee.

Print Name: Abigail Hammond Signature: Abigail

Company Name (if applicable): _____

Date: 11/14/26

Please sign, date and return to:

**Village of Nyack
Village Clerk's Office
9 North Broadway
Nyack, NY 10960**

Village of Nyack

Guide and Application for Village Approval of Street Closures and Special Events

Overview:

This application is for special events or construction projects involving street closures or use of Village facilities other than Memorial Park. Special events for the public must be approved by the Village Board. Road closures for construction approved by Village Administrator. SPECIAL EVENT APPLICATIONS DUE AT LEAST 30 DAYS PRIOR TO DESIRED EVENT DATE, to Village Administrator, 845-358-3581 administrator@nyack-ny.gov

For Internal Use Only -- Application checklist

- Completed application received, DATE _____.
- DPW reviewed Orangetown Police reviewed
- Village Board approved (events), Date: _____
- Insurance certificate reviewed/approved/attached
- Hold harmless agreement signed by applicant, attached.
- Fee required for Village staff time (if not a Village-sponsored event)(DPW time for set-up/removal of security barriers and staffing of event, Other staff as appropriate; fee for metered parking spaces = \$10/day, Monday-Saturday) BILLED UPON COMPLETION OF EVENT.

TOTAL DUE: \$ _____ Date Paid: _____

Applicant Information:

Date of Application: 1/14/24 Name of Applicant: Rockland County Pride Center

Address: 28 S. Franklin St. Nyack NY 10560

Business Owner/Proprietor Name: Brooke McIlroy

Email Address: pride@rocklandpridecenter.org Phone: 91477054066

Name of On-Site Event/Project Manager: Karen Hiltzam Phone: 8456459924
Cellie Recinos

Existing Approval to serve Alcoholic Beverages: Yes No

Event Information:

Date of Proposed Event: 6/26/26 Name of Event: BIPOC Pride Block Party

Village facility to be occupied (parking lot, sidewalk space, street names) and what equipment proposed (food truck, tent, stage, seating, etc.) (attach diagram/map):

Bayard Rustin Way - length of Yu Pride Center Building only;
exit at Franklin closed starting noon on 6/26/26.

Operational Requirements:

- > The event sponsor shall maintain all necessary licenses required by the State of New York, and comply with all applicable laws
- > Orangetown Police must review/approve street fair and parade plans.
- > All usual parking regulations apply outside street closure/parade/event area unless specifically agreed otherwise

Physical Requirements:

- > No permanent structures may be affixed to the sidewalk, roadways or buildings.
- > Exterior seating may be accompanied by awnings, tents, umbrellas, and other temporary furnishings. Umbrellas or tents must be anchored and located to the satisfaction of the Building Department to prevent movement during wind bursts or interference with traffic, either vehicular or pedestrian.
- > Use of tents/temporary structures must meet safety guidelines outlined in the 2020 Fire Code of New York State.
- > Tents or temporary structures shall not be fully enclosed and must be open air.
- > Safe pedestrian pathways must be provided.
- > Safe emergency vehicle access must be provided.
- > Appropriate lighting must be provided if operating outside of daytime hours.
- > A minimum 5 foot wide pedestrian pathway and 84" height clearance must be maintained on the

adjacent sidewalk for ADA accessibility.

Maintenance Requirements:

- > Maintenance and cleaning of event area shall be the responsibility of the applicant.
- > The village is not responsible for any damages or loss of equipment.

Fire Safety Requirements:

- > No food heating, cooking or open flames are permitted in outdoor dining areas.
- > Fire hydrants / fire lanes cannot be blocked.
- > Heaters must meet safety guidelines.
- > All safety guidelines set forth in the 2020 Fire Code of New York State must be followed.
- > Combustible materials, such as hay, straw, shavings or other materials may not be located within any outdoor structure (umbrellas, tents, awnings, etc.).
- > Food trucks require Fire Inspection

ATTACHED: List of Monk with evidence of "Front Line" status

INSURANCE

INSURANCE REQUIREMENTS

HOLD HARMLESS AGREEMENT

Insurance Requirements For Use of Village Owned Property

Prior to the use of Village Property, the Permittee shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Nyack certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate and shall cover liability arising from Bodily Injury, Property Damage, Premises, Operations, Independent Contractors, Products/Completed Operations, and Personal and Advertising Injury, Blanket Contractual including injury to subcontractors employees and shall include coverage for:
 - A. Village of Nyack and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" and shall apply on a primary and non-contributory basis. The Certificate of Insurance to show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Permittee waives all rights of subrogation or similar rights against Village of Nyack, assigns, officers, employees, representatives and agents.
 - C. Per Location Aggregate to be included, if applicable.
- 2) Liquor Liability: If applicant is applying for an Alcohol permit from the Village of Nyack, and a fee is not being charged for the alcohol, a COI must be provided to the Village of Nyack with evidence of "Host Liquor Liability". If a fee is being charged or a caterer will be providing the liquor, then a COI must be obtained from the sponsor &/or vendor evidencing "Liquor Liability" at the same limits as indicated in 1) above.
- 3) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Nyack. Policies that lapse and/or expire during the term of use shall be recertified and received by the Village of Nyack no less than thirty (30) days prior to expiration or cancellation.

Permittee acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.

The cost of furnishing the above insurance shall be borne by the Permittee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Village of Nyack
9 North Broadway
Nyack NY 10960

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Permittee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Permittee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Permittee's obligation to indemnify Village of Nyack, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Permittee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Permittee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Permittee.

Company Name: Rockland Candy Prince Contr

Name: Brooke McIlroy Signature: Brooke McIlroy

Date: 1/16/24

Please sign, date and return to:

Village of Nyack, Village Clerk's Office
9 North Broadway
Nyack, NY 10960



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Broadfield Insurance, a member of PCF Ins Services
68 Main Street

Warwick

NY 10990

INSURED

Rockland County Pride Center
28 S Franklin St

Nyack

NY 10960-3138

CONTACT NAME: Jennette Montgomery

PHONE (A/C, No, Ext): FAX (A/C, No):

E-MAIL ADDRESS: jmモンゴメリー@warwickresource.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Selective Insurance Company of America

12572

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL25121250710

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			S2676776	12/12/2025	12/12/2026	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 15,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 3,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
A	AUTOMOBILE LIABILITY			S2676776	12/12/2025	12/12/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	Hired AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$ 5,000,000	
A	EXCESS LIAB		CLAIMS-MADE	S2676776	12/12/2025	12/12/2026	AGGREGATE	\$	
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	Y/N				PER STATUTE	OTHER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	S2676776	12/12/2025	12/12/2026	E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
	Professional Liability & Sexual Abuse & Molestation						E.L. DISEASE - POLICY LIMIT	\$	
							Occurrence	\$ 1,000,000	
							Aggregate	\$ 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date: 06/26/2026

Event Location: Bayard Rustin Way

The certificate holder is included as additional insured as required by written contract with regard to work being done by the insured. This certificate of insurance is issued subject to all policy terms, conditions, limitations, exclusions and language.

CERTIFICATE HOLDER

CANCELLATION

Village of Nyack
9 S. Broadway

Nyack

NY 10960

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



VILLAGE OF NYACK PARK USAGE PERMIT REQUEST

Application Checklist: Please complete this agreement in full and return to the Village Clerk

Application form complete Certificate of Insurance
 Liability release and rules agreements signed Driver's License copy

PARK REQUESTED

Memorial Park **AREA(S) REQUESTED:** **Upper Lawn** **Basketball Court**
 Waterfront **Splash Pad**

Hezekiah Easter Veterans Memorial Square

APPLICANT/LICENSEE

NAME Morgana Brennan / Modern Druid / DruidFest 2026

ADDRESS 60 S Broadway CITY Nyack

STATE NY ZIP CODE 10960

DAYTIME PHONE # 845-826-3330 EMAIL: morgana@moderndruid.com

DATE(S) REQUESTED: May 9, 2026 TIME: From 8am AM/PM to 8pm AM/PM

(Rain date: _____/_____/_____)

Description of the nature of the activity/purpose: _DruidFest will consist of vendors in the upper lawn and a nature-centered educational and cultural gathering on the upper plateau and boathouse in Nyack Beach State Park. Memorial park will be used for staging attendees and busing them to NBS Park and providing them vendors / music / entertainment at the Park in-between. The Memorial Park will be open to all (ticketed attendees only to NBSP)

Number of Attendees/Participants: 300+

The Licensee acknowledges that the premises are delivered to them in good condition and that all equipment is in good working condition.

The Licensee agrees to exit Memorial Park, leaving it in the same condition as when it was received, no later than dusk on the evening of the event.

The Licensee is responsible for: The safety and conduct of all guests on the premises and any personal injuries or property damages occurring during the time that the Licensee is using the premises, including set-up before the event and during the clean-up period.

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

Agreement made this _____ day of _____, 20____, between the Village of Nyack, a Municipal Corporation with an office at 9 N. Broadway, Nyack, NY 10960 (hereinafter referred to as the "Village") and the following organization (hereinafter referred to as the "Licensee")

[Official Use Only: Do Not Write Below This Line]

Village Board Approved: Yes No

Date: / /

Signature:

MEMORIAL PARK RULES AND REGULATIONS

1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked at any time for violation of any part of the Memorial Park Usage Agreement. All group activities of 10 or more participants require a permit from the Village Clerk; groups of 40 or more require a permit from the Village Board of Trustees.
2. Prohibitions: No destruction or defacement of any park plant, animal, or structure; No fires or grills; No guns or other weapons; No smoking or vaping; No alcoholic beverages; No swimming; No amplified music or sound or inflatable equipment without a permit; No tents. No vending or peddling. No driving vehicles on lower lawn, due to sprinkler system.
3. All gatherings will end no later than dusk, unless otherwise permitted. Garbage must be removed from the park or bagged and placed adjacent to the refuse receptacles before leaving the property.
4. Licensee must comply with all applicable laws of the Village of Nyack, County of Rockland, State of New York and the Federal Government.
5. At no point shall permitted users of the park block access by the general public to park facilities, including the gazebo, fishing pier, splash pad, playground, basketball court, picnic tables, open fields, unless specifically permitted to do so.
6. The Village, at its discretion, may impose additional requirements prior to issuance of this permit as required by the nature of the event proposed. These may include a security deposit; DPW and/or Police labor costs, etc.
7. In the event of an emergency or accident, if necessary, contact Orangetown Police at 845-359-3700 or call 911, and notify Village Hall at 845-358-0548.

****FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS "A" MISDEMEANOR
PURSUANT TO SECTION 210.45 OF THE NEW YORK STATE PENAL LAW****

**VIOLATIONS MAY SUBJECT A PERSON TO A FINE NOT EXCEEDING \$500.00 OR
IMPRISONMENT NOT EXCEEDING 15 DAYS OR BOTH.**

The undersigned hereby certifies that they have received, read, fully understand and agree to be bound by all applicable rules, regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denied use of the Village Facilities in the future. I and/or the organization I represent agree to pay all reasonable costs for damage and/or vandalism to the park or facilities used in relation to the event.

Signature: _____



Date: 01/31/2026

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 - A. Village of Nyack and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" placing the "Village of Nyack, 9 N. Broadway, Nyack NY 10960" on the ACORD certificate as a "Certificate Holder" and shall apply on a primary and non-contributory basis. The Certificate of Insurance to show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
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The cost of furnishing the above insurance shall be borne by the Licensee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

*Village of Nyack
9 North Broadway
Nyack NY 10960*

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To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing. Licensee's obligation to indemnify Village of Nyack, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Licensee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Licensee.

Print Name: Morgana Brennan

Signature: 

Company Name (if applicable): Modern Druid

Date: 01/31/2026

Please sign, date and return to:

**Village of Nyack
Village Clerk's Office
9 North Broadway
Nyack, NY 10960**



VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

Application Checklist: Please complete this agreement in full and return to the Village Clerk

Application form complete
 Liability release and rules agreements signed

Certificate of Insurance
 Driver's License copy

APPLICANT/LICENSEE

NAME FIELD & FORAGE LLC
ADDRESS 14 TERRACE LANE
CITY BLAUVELT NY STATE NY ZIP CODE 10913

DAYTIME PHONE # 845 558 0085 EMAIL: NYACKFLOWERMART@GMAIL.COM
SPRING SATURDAYS: APRIL 18, APRIL 25, MAY 2, 9, 16, 23, 30, JUNE 6 AND THEN FALL
FALL SATURDAYS: SEPT 5, 12, 19, 26, OCT 3, 10 DATE(S) REQUESTED: TIME: From 10:00 AM/PM to 2:00 PM AM/PM
(Rain date: None RAYN OR SHINE 2pm)

AREA(S) REQUESTED: Upper Lawn Basketball Court Waterfront Splash Pad
 Lower Lawn EASTER SQUARE ON MAIN ST.

EIGHT SPRING SATURDAYS AND SIX FALL/AUTUMN SATURDAYS:

Description of the nature of the activity/purpose: SAT MARKET OF HUDSON VALLEY
VENDORS SELLING LIVE PLANTS, TREES, FLOWERS, FLORAL-ESQUE GIFTS
SUCH AS CANDLES, POTTERY, ANTIQUES, SERVICES, COMMUNITY EVENTS

Number of Attendees/Participants: VENDORS + BUYERS/VISITORS: COORDINATORS: I.E.
100+ POLLINATOR GARDEN
GROUP

The Licensee acknowledges that the premises are delivered to them in good condition and that all equipment is in good working condition.

The Licensee agrees to exit Memorial Park, leaving it in the same condition as when it was received, no later than dusk on the evening of the event.

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[Official Use Only: Do Not Write Below This Line]

Village Board Approved: Yes _____ No _____

Date: _____ / _____ / _____

Signature: _____

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3. All gatherings will end no later than dusk, unless otherwise permitted. Garbage must be removed from the park or bagged and placed adjacent to the refuse receptacles before leaving the property.
4. Licensee must comply with all applicable laws of the Village of Nyack, County of Rockland, State of New York and the Federal Government.
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6. The Village, at its discretion, may impose additional requirements prior to issuance of this permit as required by the nature of the event proposed. These may include a security deposit; DPW and/or Police labor costs, etc.
7. In the event of an emergency or accident, if necessary, contact Orangetown Police at 845-359-3700 or call 911, and notify Village Hall at 845-358-0548.

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The undersigned hereby certifies that they have received, read, fully understand and agree to be bound by all applicable rules, regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denied use of the Village Facilities in the future. I and/or the organization I represent agree to pay all reasonable costs for damage and/or vandalism to the park or facilities used in relation to the event.

Signature:

Kelly Colquitt

Date: 2/3/2026

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*Village of Nyack
9 North Broadway
Nyack NY 10960*

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Print Name: KELLY COLQUITT

Signature: Kelly Colquitt

Company Name (if applicable): N/A

Date: 2/3/2026

Please sign, date and return to:

Village of Nyack
Village Clerk's Office
9 North Broadway
Nyack, NY 10960

TRAVELERS

**Report Claims Immediately by Calling
1-800-238-6225**

*Speak directly with a claim professional
24 hours a day, 365 days a year*

Unless Your Policy Requires Written Notice or Reporting

STORE PAC

FLORISTS, INCLUDING ARTIFICIAL FLOWERS



A Custom Insurance Policy Prepared for:

**FIELD & FORAGE, LLC
ATTN MICHAEL DEROBERTIS
14 TERRACE LN
BLAUVELT NY 10913-1333**

Presented by: GSD INSURANCE AGENCY INC



One Tower Square, Hartford, Connecticut 06183

COMMON POLICY DECLARATIONS

STORE PAC PLUS

BUSINESS:FLORISTS, INCLU

INSURING COMPANY:

THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:

FIELD & FORAGE, LLC
ATTN MICHAEL DEROBERTIS
14 TERRACE LN
BLAUVELT NY 10913-1333

POLICY NO.: 68G-B0730699-25-42

ISSUE DATE: 03/07/2025

2. POLICY PERIOD: From 03/07/2025 to 03/07/2026 12:01 A.M. Standard Time at your mailing address.

3. DESCRIPTION OF PREMISES:

PREM.

LOC. BLDG.
NO. NO.

OCCUPANCY
FLORISTS, INCLU

ADDRESS

(same as Mailing Address unless specified otherwise)
14 TERRACE LN

BLAUVELT

NY 10913-1333

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS and SUPPLEMENTS

INSURING COMPANY

Businessowners Coverage Part

TCT

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. **SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY

POLICY NUMBER

INSURING COMPANY

DIRECT BILL

7. PREMIUM SUMMARY:

SUBJECT TO AUDIT

Provisional Premium	\$	500.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

GSD INSURANCE AGENCY INC
57 BURD ST

HK871

Authorized Representative

NYACK NY 109603220
IL TO 19 02 05 (Page 1 of 01)
Office: WHITE PLAINS NY DOWN

DATE: 03/07/2025



One Tower Square, Hartford, Connecticut 06183

BUSINESS OWNERS COVERAGE PART DECLARATIONS

STORE PAC PLUS

POLICY NO.: 68G-B0730699-25-42

ISSUE DATE: 03/07/2025

INSURING COMPANY:

THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

POLICY PERIOD:

From 03-07-25 to 03-07-26 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: LIMITED LIABILITY COMPANY

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 2,000,000
Products-completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

BUSINESS OWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: NOT COVERED
Building Glass: NOT COVERED

BUSINESS INCOME/EXTRA EXPENSE LIMIT: NOT COVERED

Period of Restoration-Time Period: NOT COVERED

ADDITIONAL COVERAGE: NOT COVERED

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

POLICY NUMBER: 68G-B0730699-25-42
EFFECTIVE DATE: 03/07/2025
ISSUE DATE: 03/07/2025

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 19 02 05	COMMON POLICY DECLARATIONS
MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T3 70 09 22	ELECTRONIC VANDALISM LIMITATION AND OTHER CHANGES
MP T3 25 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 00 09 22	DIGITAL ASSETS EXCLUSIONS - DIGITAL CURRENCY AND NON-FUNGIBLE TOKENS

COMMERCIAL GENERAL LIABILITY

CG T0 07 04 09	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 07 86	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY
CG T1 00 02 19	COVERAGE FORM CG T1 00 02 19
CG D3 09 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D9 10 09 21	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS
CG D1 05 04 94	HAZARD
CG D9 44 01 23	AMENDMENT OF INTELLECTUAL PROPERTY EXCLUSION
CG D1 09 08 03	BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR
CG D1 42 02 19	CONTRACTORS
CG D6 18 10 11	Hired Auto and Non-Owned Auto Liability
CG D9 44 01 23	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D1 09 08 03	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION
CG D1 42 02 19	LAWS
CG 26 21 10 91	EXCLUSION - VIOLATION OF BIOMETRIC INFORMATION PRIVACY
CG F2 63 02 19	LAWS
CG F9 34 02 19	EXCLUSION - COMMUNICABLE DISEASES
CG 01 04 12 04	EXCLUSION - DISCRIMINATION
CG 01 04 12 04	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF
CG 01 04 12 04	INSURANCE IS USED UP
CG 01 04 12 04	NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY
CG 01 04 12 04	COVERAGE FORM
CG 01 04 12 04	AMENDMENT OF DUTIES IN EVENT OF AN OCCURRENCE,
CG 01 04 12 04	OFFENSE, CLAIM OR SUIT CONDITION

MULTIPLE SUBLINE ENDORSEMENTS

CG 01 04 12 04	NEW YORK CHANGES - PREMIUM AUDIT
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POLICY NUMBER: 68G-B0730699-25-42

EFFECTIVE DATE: 03/07/2025

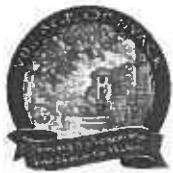
ISSUE DATE: 03/07/2025

INTERLINE ENDORSEMENTS

IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL 00 23 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 68 01 14	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
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VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

Application Checklist: Please complete this agreement in full and return to the Village Clerk

Application form complete Certificate of Insurance
 Liability release and rules agreements signed Driver's License copy

APPLICANT/LICENSEE

APPLICANT/LICENSEE
NAME William Bird, president, NyackPorchfest Incorporated
ADDRESS 28 S. Washington st
CITY Tarrytown STATE NY ZIP CODE 10591
DAYTIME PHONE # 914334-7707 EMAIL: nyackporchfest@gmail.com

DATE(S) REQUESTED: 09/26 TIME: From 10:00 AM/PM to 8:00 AM/PM
(Rain date: / /)

AREA(S) REQUESTED: Upper Lawn Basketball Court Waterfront Splash Pad
 Lower Lawn

Description of the nature of the activity/purpose: nyack porchfest main stage + vendor area, Only local vendors. Festivities will be from 1pm - 7pm with time to set up + breakdown

Number of Attendees/Participants: 2000-4000 throughout the day

The Licensee acknowledges that the premises are delivered to them in good condition and that all equipment is in good working condition.

The Licensee agrees to exit Memorial Park, leaving it in the same condition as when it was received, no later than dusk on the evening of the event.

The Licensee is responsible for: The safety and conduct of all guests on the premises and any personal injuries or property damages occurring during the time that the Licensee is using the premises, including set-up before the event and during the clean-up period.

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

Agreement made this _____ day of _____, 20____, between the Village of Nyack, a Municipal Corporation with an office at 9 N. Broadway, Nyack, NY 10960 (hereinafter referred to as the "Village") and the following organization (hereinafter referred to as the "Licensee")

[Official Use Only: Do Not Write Below This Line]

Village Board Approved: Yes No

Date: _____ / _____ / _____

Signature: _____

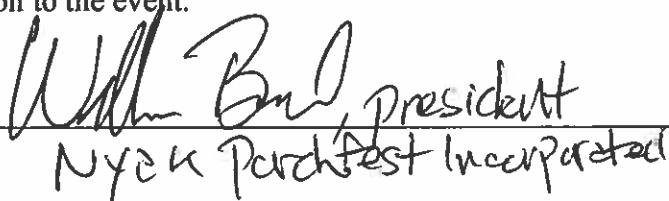
1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked at any time for violation of any part of the Memorial Park Usage Agreement. All group activities of 10 or more participants require a permit from the Village Clerk; groups of 40 or more require a permit from the Village Board of Trustees.
2. Prohibitions: No destruction or defacement of any park plant, animal, or structure; No fires or grills; No guns or other weapons; No smoking or vaping; No alcoholic beverages; No swimming; No amplified music or sound or inflatable equipment without a permit; No tents. No vending or peddling. No driving vehicles on upper or lower lawn, due to sprinkler system.
3. All gatherings will end no later than dusk, unless otherwise permitted. Garbage must be removed from the park or bagged and placed adjacent to the refuse receptacles before leaving the property.
4. Licensee must comply with all applicable laws of the Village of Nyack, County of Rockland, State of New York and the Federal Government.
5. At no point shall permitted users of the park block access by the general public to park facilities, including the gazebo, fishing pier, splash pad, playground, basketball court, picnic tables, open fields, unless specifically permitted to do so.
6. The Village, at its discretion, may impose additional requirements prior to issuance of this permit as required by the nature of the event proposed. These may include a security deposit; DPW and/or Police labor costs, etc.
7. In the event of an emergency or accident, if necessary, contact Orangetown Police at 845-359-3700 or call 911, and notify Village Hall at 845-358-0548.

****FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS "A" MISDEMEANOR
PURSUANT TO SECTION 210.45 OF THE NEW YORK STATE PENAL LAW****

**VIOLATIONS MAY SUBJECT A PERSON TO A FINE NOT EXCEEDING \$500.00 OR
IMPRISONMENT NOT EXCEEDING 15 DAYS OR BOTH.**

The undersigned hereby certifies that they have received, read, fully understand and agree to be bound by all applicable rules, regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denied use of the Village Facilities in the future. I and/or the organization I represent agree to pay all reasonable costs for damage and/or vandalism to the park or facilities used in relation to the event.

Signature:


William B. President
Nyack Parchfest Incorporated

Date:

1/30/26

Insurance Requirements for Use of Village Owned Property

Prior to the use of Village Property, the Licensee shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Nyack certificates of insurance evidencing same and reflecting the effective date of such coverage as follows (special event insurance available online from various businesses):

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate and shall cover liability arising from Bodily Injury, Property Damage, Premises, Operations, Independent Contractors, Products/Completed Operations, and Personal and Advertising Injury, Blanket Contractual including injury to subcontractors' employees and shall include coverage for:
 - A. Village of Nyack and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" placing the "Village of Nyack, 9 N. Broadway, Nyack NY 10960" on the ACORD certificate as a "Certificate Holder" and shall apply on a primary and non-contributory basis. The Certificate of Insurance to show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Licensee waives all rights of subrogation or similar rights against Village of Nyack, assigns, officers, employees, representatives and agents.
 - C. Per Location Aggregate to be included, if applicable.

Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Nyack. Policies that lapse and/or expire during the term of use shall be recertified and received by the Village of Nyack no less than thirty (30) days prior to expiration or cancellation.

Licensee acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.

The cost of furnishing the above insurance shall be borne by the Licensee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

*Village of Nyack
9 North Broadway
Nyack NY 10960*

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Licensee's obligation to indemnify Village of Nyack, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Licensee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Licensee.

Print Name: William Bird

Signature: William Bird

Company Name (if applicable): Nyack Porchfest Incorporated

Date: 1/30/26

Please sign, date and return to:

**Village of Nyack
Village Clerk's Office
9 North Broadway
Nyack, NY 10960**



THIS WAS done through Progressive Insurance online

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Event Helper Customer Service	
Gaslamp Insurance Services DBA Event Helper Insurance Services PO Box 1549 Grass Valley		PHONE (A/C. No. Ext): (855) 877-8885	
		E-MAIL ADDRESS: info@theeventhelper.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Evanston Insurance Company	35378
INSURED		INSURER B:	
Nyack Porchfest Incorporated c/o William Bird 28 S Washington St, APT 1 Tarrytown		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSPD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	3DS5476-M4818665	09/26/2026 12:01 AM	09/27/2026 12:01 AM	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Host Liquor Liability					DAMAGE TO RENTED PREMISES (other than fire)	\$ 1,000,000
	<input type="checkbox"/> Retail Liquor Liability					MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
AUTOMOBILE LIABILITY		Deductible	\$ 1,000				
ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	COMBINED SINGLE LIMIT (Ea accident)	\$				
UMBRELLA LIAB	<input type="checkbox"/> OCCUR	BODILY INJURY (Per person)	\$				
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	BODILY INJURY (Per accident)	\$				
DED	RETENTION \$	PROPERTY DAMAGE (Per accident)	\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PER STATUTE	OTHR			
			E.L. EACH ACCIDENT	\$			
			E.L. DISEASE - EA EMPLOYEE	\$			
			E.L. DISEASE - POLICY LIMIT	\$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 4000, Event Type: Concert - Rock. Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Village of Nyack Memorial Park
4 Depew Ave
Nyack NY 10960

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Village of Nyack Memorial Park
4 Depew Ave
Nyack NY 10960

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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CG 20 01 (Ed. 04/13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Village of Nyack Memorial Park
4 Depew Ave
Nyack NY 10960

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Village of Nyack

Guide and Application for Village Approval of Street Closures and Special Events

Overview:

This application is for special events or construction projects involving street closures or use of Village facilities other than Memorial Park. Special events for the public must be approved by the Village Board. Road closures for construction approved by Village Administrator. SPECIAL EVENT APPLICATIONS DUE AT LEAST 30 DAYS PRIOR TO DESIRED EVENT DATE, to Village Administrator, 845-358-3581 administrator@nyack-ny.gov

For Internal Use Only -- Application checklist

- () Completed application received, DATE ____.
- () DPW reviewed () Orangetown Police reviewed
- () Village Board approved (events), Date: ____
- () Insurance certificate reviewed/approved/attached
- () Hold harmless agreement signed by applicant, attached.
- () Fee required for Village staff time (if not a Village-sponsored event)(DPW time for set-up/removal of security barriers and staffing of event, Other staff as appropriate; fee for metered parking spaces = \$10/day, Monday-Saturday) BILLED UPON COMPLETION OF EVENT.

TOTAL DUE: \$ _____ Date Paid: _____

Applicant Information:

Date of Application: 1/27/26 Name of Applicant: Morgana Brennan

Address: __60 S Broadway, Nyack____

Business Owner/Proprietor Name: __Morgana Brennan____

Email Address: __morgana@moderndruid.com__ Phone: __845-826-3330 (cell)____

Name of On-Site Event/Project Manager: __Morgana____ Phone: __845-826-3330 (cell)____

Existing Approval to serve Alcoholic Beverages: Yes No x

Event Information:

Date of Proposed Event: 10/2/2026 Name of Event: Spirit Of SoBro -

Village facility to be occupied (parking lot, sidewalk space, street names) and what equipment proposed (food truck, tent, stage, seating, etc.) (attach diagram/map):

Corner of Depew to gas station on S Broadway at Cedar Hill (two blocks this year)

Vendors will be on the block between Hudson and Gas Station as usual

Asking for the post office block so we can put the performers, drum circle and DJ/band there

also to add in some play space for the kids safely away from the vendors

Operational Requirements:

- > The event sponsor shall maintain all necessary licenses required by the State of New York, and comply with all applicable laws
- > Orangetown Police must review/approve street fair and parade plans.
- > All usual parking regulations apply outside street closure/parade/event area unless specifically agreed otherwise

Physical Requirements:

- > No permanent structures may be affixed to the sidewalk, roadways or buildings.
- > Exterior seating may be accompanied by awnings, tents, umbrellas, and other temporary furnishings. Umbrellas or tents must be anchored and located to the satisfaction of the Building Department to prevent movement during wind bursts or interference with traffic, either vehicular or pedestrian.
- > Use of tents/temporary structures must meet safety guidelines outlined in the 2020 Fire Code of New York State.
- > Tents or temporary structures shall not be fully enclosed and must be open air.
- > Safe pedestrian pathways must be provided.
- > Safe emergency vehicle access must be provided.
- > Appropriate lighting must be provided if operating outside of daytime hours.
- > A minimum 5 foot wide pedestrian pathway and 84" height clearance must be maintained on the

adjacent sidewalk for ADA accessibility.

Maintenance Requirements:

- > Maintenance and cleaning of event area shall be the responsibility of the applicant.
- > The village is not responsible for any damages or loss of equipment.

Fire Safety Requirements:

- > No food heating, cooking or open flames are permitted in outdoor dining areas.
- > Fire hydrants / fire lanes cannot be blocked.
- > Heaters must meet safety guidelines.
- > All safety guidelines set forth in the 2020 Fire Code of New York State must be followed.
- > Combustible materials, such as hay, straw, shavings or other materials may not be located within any outdoor structure (umbrellas, tents, awnings, etc.).
- > Food trucks require Fire Inspection

ATTACHED:

INSURANCE REQUIREMENTS

HOLD HARMLESS AGREEMENT

Insurance Requirements For Use of Village Owned Property

Prior to the use of Village Property, the Permittee shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Nyack certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate and shall cover liability arising from Bodily Injury, Property Damage, Premises, Operations, Independent Contractors, Products/Completed Operations, and Personal and Advertising Injury, Blanket Contractual including injury to subcontractors employees and shall include coverage for:
 - A. Village of Nyack and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” and shall apply on a primary and non-contributory basis. The Certificate of Insurance to show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Permittee waives all rights of subrogation or similar rights against Village of Nyack, assigns, officers, employees, representatives and agents.
 - C. Per Location Aggregate to be included, if applicable.
- 2) Liquor Liability: If applicant is applying for an Alcohol permit from the Village of Nyack, and a fee is not being charged for the alcohol, a COI must be provided to the Village of Nyack with evidence of “Host Liquor Liability”. If a fee is being charged or a caterer will be providing the liquor, then a COI must be obtained from the sponsor &/or vendor evidencing “Liquor Liability” at the same limits as indicated in 1) above.
- 3) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Nyack. Policies that lapse and/or expire during the term of use shall be recertified and received by the Village of Nyack no less than thirty (30) days prior to expiration or cancellation.

Permittee acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.

The cost of furnishing the above insurance shall be borne by the Permittee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Village of Nyack
9 North Broadway
Nyack NY 10960

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Permittee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Permittee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Permittee's obligation to indemnify Village of Nyack, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Permittee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Permittee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Permittee.

Company Name: Modern Druid

Name: Morgana Brennan Signature 

Date: 1/27/2026

Please sign, date and return to:

Village of Nyack, Village Clerk's Office
9 North Broadway
Nyack, NY 10960



VILLAGE OF NYACK
APPLICATION FOR
PEDDLING, HAWKING and FOOD TRUCK LICENSE

Fees: Peddling and Hawking - \$150
Food Truck - \$150

Applicant information:

Name of Applicant: Connor Schoonmaker Date of Birth 08/21/1996
Permanent Mailing Address: 165 Main Street New Paltz apt 2

Telephone:

Home: 74 Cell: 845-706-5974 Work: 74

Email: _____

Name & Address of Firm/Organization/Restaurant Represented (if any):
Trinity Solar

Have you ever been convicted of a crime (e.g. misdemeanor)? Yes No

If "Yes" to the answer above, please provide information regarding the nature of the offense and penalty: DUI in October 2018 loss license and got fscuk

Business/Product Information:

Please provide a detailed description of the goods, wares or commodities to be offered for sale:

door to door sales

Location requested: _____

Proposed schedule (days of week): Tuesday - Saturday

Hours of Operation: 1-7

Proposed months/dates of operation: _____

Nyack Food Truck Policy:

Licenses are subject to Village Board of Trustees approval by majority vote. There is a preference for Nyack residents or business owners and trucks with quiet/low emissions generators and/or trucks with electrical power hookup capacity. Permits are only valid for Memorial Park (and marina parking lot). There is a limit of two licenses available each year, not including the ice cream truck that may circulate around the village streets as well as enter the park. If the village park electrical power supply is used, a separate agreement to reimburse the village for electrical usage, at cost, will be required. This permit does not cover food trucks participating in privately sponsored special events, subject to a separate Special Event Permit process. Failure to comply with permit terms will result in cancellation of the permit.

Please attach:

- Photo of food truck, including electrical hookup plug if exists
- Copy of menu
- Photo of generator showing details of generator design, showing it is a low noise/low emissions device
- Proof of Nyack Fire Inspector certification (\$75)
- Proof of Dept of Health certification
- Copy of your driver's license
- Application Fee of \$150

Terms and Conditions

By submitting this application, I certify that all statements in this application are true and correct, and acknowledge that I have read and fully understand, Chapter 254 of the Code of the Village of Nyack, entitled *Peddling and Soliciting*, and agree to abide with said code.

Date: 1/09/25

Signature of Applicant: Cewen

**ANY FALSE STATEMENTS IN THIS APPLICATION SHALL BE REASON FOR
DENIAL/REVOCATION OF LICENSE BY THE VILLAGE CLERK**

DO NOT WRITE BELOW THIS LINE

Approved Disapproved

Date _____ Lic. # _____

If denied, reason for denial: _____

Date Issued _____

Signature _____



NY Putnam County Home Improvement Contractor # PC6987
NY Putnam County Electrical License # R23713
NY Westchester County Home Improvement Contractor #WC-27944-H15
NY Westchester County Electrical License # 599
NY Rockland County Home Improvement Contractor #H-12313-40
NY Rockland County Electrical License # 402
NY Orange County Electrical License # 198
NY Sullivan County Electrical License # 442
NY Greene County Electrical License # 502

NY, jurisdictions, license or registration information furnished upon request.
For other jurisdictions, please visit: <http://www.trinity-solar.com/about-us/locations-and-licenses>

December 30, 2025

To Whom It May Concern:

Connor Schoonmaker is a Trinity Sales employee seeking approval to solicit in the **Village of Nyack**. We are a local solar company specializing in residential financing options, and they are a part of the division that generates leads by going door-to-door. The most prominent product we offer is a power purchase agreement for homeowners to supplement their current utility bills by using solar energy produced on their home.

Please contact me if you should have any questions

Sincerely,

Maria Nuzzi

Maria Nuzzi
Licensing Administrator
O: 732-780-3779
E: Licensing@trinity-solar.com

Hudson Valley Office
62 Leone Lane
Chester, New York 10918

1-877-SUN-SAVES
Ph: 845-572-0060
Fax: 845-576-0068
www.trinity-solar.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Fellowship Road Suite 200 Mount Laurel NJ 08054	CONTACT NAME: Alex Gillikin	
	PHONE (A/C. No. Ext): 856-482-9900	FAX (A/C. No): 856-482-1888
INSURED Trinity Solar LLC 62 Leone Lane Chester, NY 10918	E-MAIL ADDRESS: CherryHill.BSD.CertM@AJG.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Insurance Company of Pittsburgh	19445
	INSURER B : Evanston Insurance Company	35378
	INSURER C : Navigators Specialty Insurance Company	36056
	INSURER D : Endurance American Specialty Ins Co	41718
	INSURER E : Liberty Insurance Underwriters Inc	19917
INSURER F :		

COVERAGE

CERTIFICATE NUMBER: 1850119960

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MKLV7ENV106507	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	2960145	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C C D E	UMBRELLA LIAB EXCESS LIAB	X OCCUR CLAIMS-MADE	NY25EXCZ0L0HKIC NY25EXCZ0L0HKIC ELD30006989103 1000231834-09	6/1/2025 6/1/2025 6/1/2025 6/1/2025	6/1/2026 6/1/2026 6/1/2026 6/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 LIMIT X OF \$ 5,000,000 \$ 16,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	13188225	6/1/2025	6/1/2026 X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	AUTOMOBILE COMP. / COLLISION DEDUCT.		2960145	6/1/2025	6/1/2026	ALL OTHER UNITS TRUCK-TRACTORS AND SEMI-TRAILERS \$250/\$500 \$250/\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCESS LIABILITY - CONT.
Carrier: Columbia Casualty Company
Policy #: 7039650582
Policy Period: 6/1/2025 - 6/1/2026
Limit: \$5,000,000 xs \$21,000,000

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Evidence of Insurance

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

22-329234

(Use this number on all returns and correspondence)



VALIDATED

2/12/2016

Dept of Tax
and Finance

TRINITY HEATING & AIR, INC.
TRINITY SOLAR
2180 5TH AVE
RONKONKOMA NY 11779-6935

Is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.

The certificate may not be photocopied or reproduced.

4020109100098

1DB8 - 0442200 P0000008-01

DTF-17-A (11/14)

**Request for Taxpayer
 Identification Number and Certification**

► Go to www.irs.gov/FormW9 for Instructions and the latest information.

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Trinity Solar, LLC	
2 Business name/disregarded entity name, if different from above	
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ►</p>	
<p>5 Address (number, street, and apt. or suite no.) See instructions. 2211 Allenwood Road</p> <p>6 City, state, and ZIP code Wall, NJ 07719</p> <p>7 List account number(s) here (optional)</p>	
<small>Print or type. See Specific Instructions on page 3.</small>	
<small>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</small>	
<small>Exempt payee code (if any) _____</small>	
<small>Exemption from FATCA reporting code (if any) _____</small>	
<small>Applies to accounts maintained outside the U.S. _____</small>	
<small>Requester's name and address (optional)</small>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>

Employer identification number									
2	2	-	3	2	9	2	3	2	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
 Here**

Signature of
 U.S. person ►

Angela Gammie

Date ► **08/01/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXCLUSIVE
25
YEAR
WARRANTY

only available with your
Home Depot consultation

You just made a powerful move

See how much solar can save you
with a plan built for your home.



Goodbye high utility bills. Hello solar.

Over 100,000 homeowners have already
made the switch with Trinity and started
seeing real savings. Now it's your turn.



TrinitySolar.com/HomeDepot

Home Depot Local Service Providers are background checked, insured, licensed and/or registered. License and registration numbers held by or on behalf of Home Depot USA, Inc. are available at homedepot.com/licensenumbers or at the Special Services Desk in The Home Depot store. State specific licensing information includes CA 602331, FL EC00001440, EC13007189, FL CGC1514813, CRC048858, CGC061641, CGC1522717, MD 85434, 42144NN38686 NV 82440 NY 82441

**We're looking forward
to meeting with you.**

Expect a quick call or text to
confirm your consultation.

Mon Tue Wed Thur

Fri Sat Sun

Date

Time

Just have your utility bill handy,
we'll take care of the rest.



**Your consultation is a personalized
solar strategy session built around
your home, energy usage, and goals.**

Get a custom energy blueprint
We'll design a solar system tailored
to your needs, so you can see
what's possible and how it all works.

See your savings
We'll review your current bills and
show you where solar could lower
your costs—and where you might
be overpaying today.

Explore flexible purchase options
We offer solutions for every budget,
including \$0 down. We'll help you
find the one that fits.

Customer Name & Address

Installation Location

Date

This page contains a summary of the core Lease terms.

This document is only a summary, not a binding contract. The full terms and conditions are contained in the Lease itself, and they prevail over this summary.

\$ 0.00	\$ 0.00	25 Years
Amount due at contract signing and install	First Year Monthly Payment Amount	Agreement Term

LightReach Promise

1. LightReach and/or our Certified Installer agrees to install an estimated _____ kW DC solar system.
2. LightReach and our Certified Installer estimate the system will produce _____ kWh in first year of operation.
3. There are no upfront fees. You do not pay any equipment or installation costs. LightReach pays those costs.
4. LightReach owns the system, and you are agreeing to lease the Solar System at a predictable and transparent rate.
5. Your First Year Monthly Lease Payment will be \$_____ per month.
6. The Monthly Payment you pay LightReach will rise _____ % per year for the Lease Term (See Exhibit F).
7. If the system does not produce as expected, LightReach has a performance guarantee and will credit you the difference between guaranteed and actual production (See Exhibit G).
8. The term of this Agreement is (25) years.
9. LightReach and/or our Certified Installer will acquire all necessary permits and approvals for safe installation and utility interconnection.
10. LightReach and/or our Certified Installer will engineer and procure equipment in accordance with all applicable building codes and standards for your state and local jurisdiction.
11. LightReach and/or our Certified Installer warrants, insures, and repairs the system at no additional cost to you throughout the term.

You Agree

1. You have the right to cancel this Lease within (10) days after the Effective Date of this Agreement.
2. The solar system is owned and operated by LightReach. You cannot claim the system as yours for any purpose.
3. You will return any documents we send you for e-signature, such as permit and utility application forms, within (7) days of receiving them.
4. You will be responsible for any conditions at your Property that might disrupt a safe and efficient installation.
5. You will be reasonably available to schedule site visits, installation, and inspection appointments.
6. Once the system is operating, you will receive two monthly electricity bills: one from your electric utility company _____ and one from LightReach.
7. The solar system will provide power to offset household usage, but you may still incur monthly fixed or excess charges from my electric utility.
8. You can transfer the Lease to a new homeowner, by informing LightReach and having a new homeowner complete a credit check and a transfer assignment.
9. You cannot activate, remove, modify, or perform maintenance on the system without explicit authorization from LightReach.
10. You agree not to do anything to the property that would damage or otherwise obstruct the system's performance.
11. You agree to maintain and make available a functioning internet connection.

Homeowner:

Name: _____

Co-Homeowner (if any):

Name: _____

Certified Installer / Contractor: _____

Contractor Address: _____

Contractor Telephone Number: _____

Contractor License Number(s): _____

Salesperson/Solicitor Name: _____

This solar lease (this "Lease" or "Agreement") is the agreement between a Homeowner (and Co-Homeowner, if applicable) (Homeowner and Co-Homeowner and "you" and "your") and Palmetto Solar, LLC, DBA LightReach (together with its successors and assigns, "LightReach" or "we," "us" and "our"), entered into as of _____ ("Effective Date") covering the lease to you of the solar panel system described herein (the "System").

LightReach and its Certified Installer ("Installer", "Contractor", "Subcontractor" or "Certified Partner") will install at your property located at:

LightReach Certified Installers are licensed and bonded contractors that meet LightReach's quality standards and maintain insurance coverages as set forth in Section B(x) below. LightReach requires its Certified Installers to employ licensed personnel as required by applicable state and local law, regulations, or codes.

This Lease consists of the terms and conditions outlined in the table of contents and the following Exhibits:

- Exhibit A Electronic Funds Transfer or Credit Card Payment Authorization
- Exhibit B Limited Warranty
- Exhibit C Notice of Cancellation
- Exhibit D HOA Release
- Exhibit E-1 New York Disclosure Statement
- Exhibit E-2 New York Generation System Disclosure
- Exhibit F Federal Consumer Leasing Act Disclosure and Lease Payment Schedule
- Exhibit G Performance and Production Guarantee
- Exhibit H Additional Products

This Lease is a legally binding agreement, so please read everything carefully including all of the Exhibits.

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1. INTRODUCTION

This Lease is the agreement between you and Palmetto Solar, LLC, DBA LightReach as of the Effective Date, for the lease to you of the System.

LightReach or its Certified Installer will coordinate development and installation of the System at the location listed on the previous page, which address will be referred to herein as the "Property" or your "Home." LightReach provides you with a Limited Warranty for the System which is attached as Exhibit B (Limited Warranty).

This Lease contains disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. You acknowledge that you have received and reviewed all disclosure statements attached as Exhibit E-1 (New York Disclosure Statement) and Exhibit E-2 (New York Generation System).

You are entitled to a completely filled out copy of this Lease signed by both you and LightReach before any commencement of installation work begins.

Following the Effective Date, a representative of LightReach or its Certified Installer will contact you to verify your information. If you do not meet your contractual obligations under this Lease, you may lose your rights to the System.

You may manage your obligations pursuant to this Lease and communications with LightReach regarding this Lease in LightReach's online customer portal, located at palmetto.com/products/palmetto-app (the "App" herein).

You may also contact LightReach via email at help@palmetto.com with any questions regarding this Lease.

2. LEASE TERM

LightReach agrees to lease you the System for a minimum of twenty-five (25) years following your Interconnection Date. We refer to this period of time as the "Lease Term." Your Lease Term starts upon the "Interconnection Date," which is the date that the System has been approved by your utility to be connected to the utility grid and begin generating power. LightReach or its Certified Installer will notify you of your Interconnection Date.

Approximate Start Date.

The installation work to be performed by LightReach or its Certified Installer pursuant to this Agreement shall commence (the "Commencement Date") within thirty (30) business days from the date that is the later of the date in which (a) all permits and utility approvals have been issued; (b) any required homeowner's association approval letter has been received, and (c) all materials have been delivered to the Installation Location. LightReach's current estimated start date is _____.

Approximate Interconnection Date.

All work to install the System shall be completed as soon as possible after the Commencement Date, subject to any applicable amendments to this Agreement. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of LightReach and/or its subcontractors. These factors include the process for obtaining approvals for utility interconnection, approval for parallel operation by the applicable public utility, any applications for any Tax Credits as defined in Section 4 below, and/ or compliance with any applicable statute, regulation, permit, restriction, tariff, by-law (zoning or otherwise), guideline, injunction, or judgment enforced by any applicable authority (the "Applicable Laws"). The installation shall be deemed completed upon the Interconnection Date. Lightreach's current estimated Interconnection Date is _____.

3. SYSTEM DESCRIPTION; ADDITIONAL PRODUCTS (IF ANY)

Estimated Solar System Size: _____ kW DC

Equipment Description:

SolarEdge or Enphase Inverter System

High-efficiency all-black solar panels

Racking and balance of materials required for installation

Your inverter type may be a micro inverter, string inverter, or optimized string inverter. Your inverter system may be from any LightReach-approved manufacturer (including, but not limited to, Enphase, SolarEdge, Tesla or equivalent approved inverter). Your panels may be from any LightReach-approved manufacturer (including, but not limited to, Canadian Solar, Q Cell (Hanwha), Trina, LG Electronics, Silfab, ET Solar, REC, URECO, Yingli, Panasonic, Mission, Jinko, and VSUN).

LightReach and its Certified Installer may substitute equipment depending upon availability and may change its list of approved manufacturers from time to time. Should a substitution of manufacturer materially change the production or cost of the System, either party may exercise the options to terminate this Agreement pursuant to Section 6 below. **YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE SYSTEM AND EQUIPMENT.**

Additional Products: This Agreement DOES / DOES NOT include additional products described in Exhibit H hereto (the "Additional Products").

LightReach may administer and operate the System, including any Additional Products, to optimize your Home's energy production and consumption, and for the purpose of demand response or other utility-based programs designed to reduce your utility costs or maintain the reliability of the local electrical grid.

If such Additional Products include one or more batteries, the following terms apply:

For each battery, the System will contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of battery charge. Each battery will draw its charge from the System, providing backup power within the limits of the System. Each battery will power its designated circuits only and not your entire Home. You will ensure battery settings are set to draw charge from the System, and you will be responsible for damage caused due to backing up more loads than have been approved by LightReach and/or changing settings from initial installation. LightReach is not responsible for system failure caused by excessive loads.

LightReach will establish a reasonable reserve level for your battery (at minimum, 20% of the battery) so that your battery will always be charged at a specified minimum to allow you to obtain a certain amount of power in the event of an outage. While the battery may be useful to provide backup power during an outage, **LIGHTREACH DOES NOT WARRANT OR GUARANTEE THAT BATTERY BACKUP POWER WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT LIGHTREACH IS NOT LIABLE IN THE EVENT THAT THE BATTERY DOES NOT PROVIDE BACKUP POWER FOR ANY REASON. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT DURING A POWER OUTAGE, BUT INSTEAD CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.**

Please notify LightReach in the event your battery does not provide backup power during a power outage.

Under normal conditions of use, the battery should pose no danger to you. However, if the battery is mishandled, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property. **YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY (USING GASOLINE, DIESEL, PROPANE, NATURAL GAS, OR LIQUIFIED PETROLEUM GAS).**

By initialing below, you confirm you have read and accept the above terms and conditions regarding Additional Products.

Homeowner's Initials: _____

Co- Homeowner's Initials: _____

4. LEASE PAYMENTS; SCHEDULE AND AMOUNTS; PURCHASE, PREPAYMENT & RENEWAL

Your monthly Lease payment (plus any sales tax, if applicable) (the "Monthly Payment") will be due on the same day every month (the "Due Date"). Your first Due Date will be provided on your first invoice from LightReach, and will be approximately thirty (30) calendar days after the Interconnection Date (but no less than fifteen (15) calendar days following your receipt of invoice). If your Due Date falls on the twenty-ninth (29th) through thirty-first (31st) day of the month, it will be adjusted to be on the first (1st) day of the following month. Invoices for Monthly Payments will be provided on or around fifteen (15) calendar days prior to your Due Date each month. Automatic payments will be processed on your Due Date unless otherwise approved by LightReach.

Electric energy delivered to you from the System shall not be considered a resale of retail sale of energy and you agree that LightReach is not providing you with service as a competitive retail electric supplier or third party supplier.

a. Taxes

(i) **Tax Payments.** If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed related to this Lease, the System or the sale of electric energy (other than with respect to taxes on income from the System), you agree to pay the applicable taxes. Thus, if tax rates change, your Monthly Payment to LightReach may change to reflect this rate.

change. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. If any such taxes are paid by LightReach, you agree to pay or reimburse LightReach for all such taxes, except to the extent that you are prohibited from doing so by applicable law.

(ii) **Tax Credits.** The listed tax payments do not consider any applicable tax credits or incentives. You agree that any and all tax credits, incentives, capacity rights, rebates, renewable energy/carbon credits, any credit compensation rates offered by any applicable authority, including, but not limited to, value of solar tariffs or net metering benefits, and/or any other applicable benefits to LightReach (the "Tax Credits") are exclusively the property of and the benefit of LightReach and its partners.

b. Payment Method; Late Payment Interest

The above-listed Monthly Payment amount assumes you will make automatic payments as described in Exhibit A (Electronic Funds Transfer or Credit Card Payment Authorization). If you pay by any method besides automatic payments, you will lose the discount for automatic payments and your Monthly Payment will be increased by fifteen dollars (\$15.00). If you pay by credit card, a pass through processing fee will be added to your Monthly Payment that is not for the benefit of Palmetto.

If you agree to ACH payments, you agree to pay LightReach all amounts owed pursuant to the Agreement via electronic funds transfer. You agree to sign the Electronic Funds Transfer or Credit Card Authorization attached as Exhibit A to this Agreement.

In the event you fail to timely pay amounts when due, you will be assessed a late payment fee of \$ ____ (or such lower amount as required by applicable law) per month beginning on the twentieth (20th) day after the date the payment was due and continuing until paid in full. Late payments hereunder may be reflected in your credit report.

c. Purchase Request

If you are not in default of this Lease, you will have an option to request to purchase the System prior to the end of the Lease Term at the following times:

- (i) Upon the fifth (5th) anniversary of the System Interconnection Date;
- (ii) At any time after the fifth (5th) anniversary of the System Interconnection Date; or
- (iii) If you sell the Home during the Lease Term.

In order for the purchase option to occur you must (A) be in good standing under this Lease Agreement, and (B) LightReach must agree to the purchase request.

In order to purchase the System, you must deliver a written notice to LightReach of your request to purchase within sixty (60) days of the applicable date and deliver payment to LightReach within thirty (30) days of receiving an invoice from LightReach for the purchase price. You agree to pay any applicable tax on the purchase price for the System. You also understand and agree to pay as invoiced any applicable personal property taxes on the System if you exercise your option to purchase the System

The purchase price will be the fair market value ("FMV") of the System at the time of the purchase. LightReach will determine the FMV of the System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. This valuation will take into account the System's age, location, conditions, size, and other market characteristics such as equipment type, service costs, and value of electricity in your area, and any applicable incentives. LightReach will provide a Purchase Request Notice inclusive of estimated FMV purchase price at each year in the Lease Term. This notice will be delivered prior to the fifth (5th) anniversary of the Interconnection Date

After you purchase the System, this Agreement will terminate and neither party will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, LightReach's maintenance

and repair obligations under this Agreement will end unless you enter into a separate agreement with LightReach or its vendors and third parties to perform these services at your expense. If possible, LightReach will assign to you any equipment warranties still in effect for the System components. LightReach reserves the right to continue to measure the performance of the System after termination of the Agreement.

d. Prepayment. At any time, you may prepay all of the expected Monthly Payments you will owe LightReach during the remaining portion of the Term. The prepayment shall equal the remaining Monthly Payments for the current and remaining years of the Term, discounted by five percent (5%), as set forth as the “prepayment price” in Exhibit F. LightReach’s obligations under this Lease will not change if you make a prepayment pursuant to this Section, and you will remain responsible for all non-Monthly Payment obligations contained herein.

e. Renewal.

If you are in compliance with your Lease at the end of the Lease Term, you have the option to renew your Lease for up to ten (10) years in two (2) five (5) year renewal periods.

LightReach will notify you thirty (60) days prior to the expiration of the initial Lease Term and provide renewal notice to include your end of initial Lease Term options. The renewal notices shall set forth the new Monthly Payment dues under the renewed Lease, based on our assessment of the then current fair market value of the System.

You will have the option to: (i) elect to renew the Lease for an additional five (5) year term at the terms and conditions specified in the renewal notice; (ii) elect to allow automatic renewal for a one (1) year term at the applicable payment structure described in Section 4; (iii) elect not to renew the Lease.

If you do not respond to the renewal notices, this Lease shall continue to renew for additional one (1) year terms on the above described payment terms until notice of at least thirty (30) days prior to the expiration of the then current term that you do not wish to renew. If you want to renew, complete the renewal forms and return them to LightReach at least one (1) month prior to the expiration of the initial Lease Term.

YOU ATTEST THAT YOU HAVE REVIEWED THE ABOVE TERMS INCLUDING THE PURCHASE PRICE AND MONTHLY PAYMENT SCHEDULE AND AGREE TO THEM.

Homeowner:

Signature: _____

Name: _____

Date: _____

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____

5. LEASE OBLIGATIONS

a. System, Home and Property Maintenance.

You agree to:

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much exposure to sunlight as it did when it was installed;
- (iii) keep the panels and modules clear and protect the System from debris, animals, and infestation pursuant to the Limited Warranty;
- (iv) not modify your Home or landscaping in a way that shades the System;
- (v) be responsible for any conditions at your home that affect the installation, repair, and maintenance (e.g. blocking access to the roof or removing a tree that is in the way);
- (vi) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your home and roof for the System. You agree that LightReach and its Certified Installer are not responsible for any known or unknown property conditions;
- (vii) be responsible for compliance with all requirements, rules and regulations of any homeowner's association governing the Home. You agree that, in the event a homeowner's association denies an application or other document related to the System, and you direct LightReach or its Certified Installer to proceed despite such denial, you will be responsible for all responsibility relating to the homeowner's association (including verifying such responsibility upon request, in the form attached hereto as Exhibit D (HOA Release));
- (viii) not remove any markings or identification tags on the System;
- (ix) permit LightReach, its employees, agents, and contractors, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (x) use the System primarily for personal, family or household purposes, and not to use the System to heat a swimming pool;
- (xi) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (xii) notify LightReach immediately if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your electric provider;
- (xiii) consent to, authorize, and direct LightReach access to use any data that may be obtained or generated by LightReach in operating the System for LightReach's business purposes;
- (xiv) consent to, authorize, and direct LightReach to disclose your data and personal information from the System to one or more third parties for LightReach's business purposes, including but not limited to sharing your personal information as necessary to qualify for Tax Credits;
- (xv) consent to, authorize, and direct LightReach and its subcontractors, vendors, and partners to access, use, and disclose data obtained or generated by LightReach in operating the System. This data includes but is not limited to, the production data of your System, energy usage patterns, and any other information that may be derived from the operation and monitoring of your System ('System Data'). You understand that this System Data may potentially be used in ways that could identify your home and energy usage trends. System Data may be used for LightReach's business purposes, including but not limited to optimizing system performance, understanding energy usage patterns, qualifying for Tax Credits, and improving services. System Data may also be shared with third parties, including but not limited to inverter manufacturers, Renewable Energy Certificate (REC) brokers, enterprise affiliates, or other similar partners, for the purposes of providing, improving, and facilitating services associated with your System;

- (xvi) authorize LightReach to utilize the electricity generated by the System to engage in any utility “demand response” and similar programs that set rules concerning solar and battery equipment like the System. These “demand response” and similar programs may maximize any Tax Credits and curtail load stress on the grid, including but not limited to time-of-use pricing, critical peak pricing, critical peak rebates, and variable peak pricing. Any such “demand response” grid services that are applicable to your System may be rendered and delivered as soon as service commences, and your execution of this Agreement also means that you, and we, are subject to those programs and requirements. We may manage the System’s “demand response” participation and compliance using a third-party vendor. LightReach will continue to comply with the terms and conditions set forth in this Agreement and the exhibits;
- (xvii) cooperate fully with LightReach and its Certified Installer’s efforts in seeking utility interconnection approval, parallel operation approval, and any net metering and/or Incentive Credits. This duty to cooperate includes, but is not limited to, the duty to return signed any documents LightReach or its Certified Installer sends you for signature within seven (7) days of receiving them;
- (xviii) authorize LightReach to maintain control of the System and all applicable electrical panels and conduits on your Property for the purposes of working with a system operator or utility to facilitate interconnection to support LightReach’s application for Tax Credits;
- (xix) authorize LightReach or its Certified Installer to install critter guard to help protect the system from pests, animals, and infestation that can damage components of the system; and
- (xx) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within ninety (90) feet of the System’s AC/DC inverter(s).

Homeowner's Initials: _____

Co- Homeowner's Initials: _____

b. System Construction, Repair, Insurance, and LightReach Obligations.

LightReach agrees (and, as applicable, agrees to cause our Certified Installer contractors) to:

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans you review that provides a detailed description of work to be done;
- (iii) notify you if the System design has to be materially changed so that you can review any such changes;
- (iv) clean up after ourselves during the construction of the System;
- (v) insure the System against all damage or loss unless (A) that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5; (B) that damage is caused by your gross negligence; or (C) you intentionally damage the System. Upon damage or destruction to the System, you will not be entitled to insurance proceeds. In cases where LightReach bears the risk of loss, your sole remedy shall be listed under EXHIBIT B (Limited Warranty);
- (vi) not be a loss payee (nor named insured) on the insurance policy covering your Home;
- (vii) be responsible for risk of loss or damage to the System unless (A) that damage or loss is caused by your gross negligence, (B) you intentionally damage the System, or (C) that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5;
- (viii) require its Certified Installers to maintain (A) workers compensation, subject to state statutory limits, (B) Employers liability, with a minimum of one million (\$1,000,000) dollars per occurrence; (C) Commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate; (D) Commercial automobile liability, in force either for a Combined Single Limit or per accident and Property Damage limit of one million (\$1,000,000) dollars; (E) Any other insurance as required by applicable laws and regulations;
- (ix) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (x) not put a lien on your Home or Property; and
- (xi) install, operate and maintain the System in accordance with any Applicable Laws.

c. System Installation & Interconnection Timeline

Your System requires review and approval by your utility. Review and approval of your application may take 1-3 months or more to complete.

LightReach and/or its Certified Installers will work with you to complete this process as quickly as possible.

The utility review is dependent on several factors, some unbeknownst to LightReach and its Certified Installers and are subject to change. LightReach makes no representation or warranty as to the accuracy of any utility approval time length estimate. You expressly acknowledge that you did not rely on any express or implied representation made by LightReach of any approval time length estimate when executing this Lease take several months to complete the review of your application and complete Interconnection of your system.

By initialing below, you acknowledge that the utility review and approval process may delay your Interconnection Date.

Homeowner's Initials: _____

Co- Homeowner's Initials: _____

d. Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System at your cost and pursuant to the Limited Warranty.

e. No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action (such as modifying your Home or landscaping in a way that affects the System) that could void the Limited Warranty or alter the expected production the System without LightReach's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be LightReach's property.

f. Access to the System

You grant to LightReach and its employees, agents, and contractors a royalty-free license for the duration of this Agreement, to allow us to access the System from a public road or access route, including use of all of your ingress and egress rights to your Property and access to the roof, all electrical panels, and conduits, for the purpose of (i) installing, constructing, operating, owning, repairing, removing, and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (ii) enforcing LightReach's rights as to this Agreement and the System; (iii) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (iv) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, monitoring, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Agreement expires or is terminated and the system is removed. LightReach shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

During the time that LightReach has access rights, you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

g. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless LightReach, its employees, officers, directors, agents, successors and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify LightReach for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Lease.

h. Acknowledgement of Lease Payments

The Monthly Payment set forth in Section 4 describes your Monthly Payment obligations under this Lease.

YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6 AND 27, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

i. Utility Service

You agree to continue to subscribe to the utility service that you had at the time of entering into this Lease and you agree to execute all documentation associated with that utility service. You agree to not alter or change your utility service without express written approval from LightReach. In the event LightReach notifies you that another utility service provides an alternative electric utility rate plan more favorable for the System's production, you will review and (provided such rate plan does not materially alter your obligations) reasonably coordinate with LightReach to transfer your service to such rate plan. The current rate of compensation for electricity sold to your utility (payable to LightReach if applicable to your System) is \$_____.

j. Supplemental Energy

All electric energy made available by the System is for use at your Home pursuant to this Lease. If at any time, you need more electricity than is being produced by the System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your utility.

k. Credit Check

LightReach may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from LightReach and other companies by calling toll-free 1-888-567-8688.

You authorize LightReach or its designee to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with LightReach's financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM**a. LightReach's Obligation to Install and Lease**

LightReach's obligations to install and Lease the System are conditioned on the following items having been completed to its reasonable satisfaction:

- (i) completion of (A) the engineering site audit (a thorough physical or virtual inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) completion of your credit check by LightReach or its designee as defined in Section 5(k) and confirmation that your credit check meets LightReach and any of LightReach's financing partner's conditions;
- (iii) approval of this Lease by LightReach's financing partner(s);
- (iv) confirmation of any available Tax Credits and confirmation that LightReach will obtain all applicable Tax Credits;
- (v) confirmation that your Property and the System will comply with any and all Applicable Laws; and
- (vi) completion of any renovations, site improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree, roof repairs, or electrical service upgrades necessary to enable LightReach and its Certified Installers to safely install the System).

LightReach may terminate this Agreement without liability if, in its reasonable judgment, any of the above-listed conditions (i) through (v) will not be satisfied in a timely manner for any reason. Once LightReach or its Certified

Installer starts installation, however, it may not terminate this Agreement for the failure to satisfy conditions (i) through (v) above.

b. Your Right to Terminate

Both parties will have the right to terminate this Agreement, without penalty or fee, up to ten (10) days after the Effective Date of this Agreement. You may also terminate this agreement for any reason prior to LightReach or its Certified Installer commencing installation of the System, but you will pay to LightReach a cancellation fee. If you wish to terminate this Agreement, you must provide written notice to LightReach, via mail to the address in Exhibit B (Limited Warranty), via email to help@palmetto.com, or via the App

You do not have the right to terminate this Agreement after LightReach or its Certified Installer has commenced installation of the System.

c. Utility Interface.

You authorize LightReach and/or its Certified Installer to make corrections to utility paperwork to conform to this Lease or any amendments to this Lease that we both sign.

7. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE WARRANTIES ATTACHED AND INCORPORATED HEREIN THROUGH EXHIBIT B (LIMITED WARRANTY) AND EXHIBIT G (PERFORMANCE AND PRODUCTION GUARANTEE), AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

8. TRANSFER

LightReach works with banks, large companies and other financing partners to finance your System. As a result, LightReach C may assign this Agreement to one of its financing partners. You agree that LightReach may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without your consent. Assignment, sale or transfer generally means LightReach would transfer certain of its rights and certain of its obligations under this Agreement to another party. This assignment does not change LightReach's obligation to maintain and repair your System as set forth in the Limited Warranty.

9. OWNERSHIP OF THE SYSTEM: TAX CREDITS, REBATES AND CAPACITY RIGHTS

You understand and agree that this is a lease and not a sale agreement. LightReach owns the System for all purposes, including any data generated from the System. You expressly waive any privacy right to any data which is generated by the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by LightReach, and shall at your expense, protect and defend LightReach against the same.

You acknowledge that LightReach does not characterize the System as a fixture; however, LightReach as owner of the System has the right to file a UCC-1 financing statement or equivalent filing confirming its interest in the System. Such filing is intended only to give notice of LightReach's rights relating to the System and is not a lien or encumbrance against the Home or the Property. LightReach will explain such filing to any subsequent purchasers of the Home or Property and any related lenders, upon your request, and will accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT. YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE HOMEOWNER, ANY AND ALL TAX CREDITS, INCENTIVES, CAPACITY RIGHTS AND UTILITY REBATES ARE THE PROPERTY OF AND FOR THE BENEFIT OF LIGHTREACH, USABLE AT ITS SOLE DISCRETION. LIGHTREACH SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH

YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH LIGHTREACH SO THAT IT MAY CLAIM ANY TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW FILING REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR CREDITS FROM THE FEDERAL, STATE OR LOCAL, GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS TO LIGHTREACH.

ADDITIONALLY, YOU AGREE THAT LIGHTREACH HAS THE RIGHT TO ENROLL THE SYSTEM OR MANAGE THE ENROLLMENT OF THE SYSTEM IN ENERGY MANAGEMENT PROGRAMS AND YOU AGREE TO EXECUTE ANY NECESSARY DOCUMENTS AND TO PROVIDE INFORMATION REGARDING YOUR UTILITY ACCOUNT TO FACILITATE ENROLLMENT IN SUCH ENERGY MANAGEMENT PROGRAMS. YOU AGREE THAT LIGHTREACH IS EXCLUSIVELY ENTITLED TO RECEIVE ANY AND ALL BENEFITS RESULTING FROM THE ENROLLMENT OR PARTICIPATION IN SUCH ENERGY MANAGEMENT PROGRAMS.

10. SELLING YOUR HOME

a. If you sell your Home you can:

- (i) Transfer this Lease and the Monthly Payments.

If the person buying your Home meets LightReach's underwriting requirements, then where permitted by the local electric utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Agreement.

If the person buying your home does not meet LightReach's underwriting requirements, LightReach at its discretion may remove the system or offer alternate solutions while preserving its rights and remedies otherwise under this Lease, including as to a default. If you sell your Home or transfer your obligations under this Lease without LightReach's express written authorization, you will be in default of this Lease.

The new homeowner will get the benefit of the same rate for the Lease that is included in this Agreement.

- (ii) Prepay this Lease and Transfer only the Use of the System.

At any time during the Lease Term, if the person buying your home does not meet LightReach's credit and underwriting requirements, but still wants the System, then you may elect to prepay the payments remaining on the Lease and add the cost of the Lease to the price of your Home, as set forth in Section 4(d) of this Agreement.

b. You agree to give LightReach at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your Lease obligations.

In connection with this assumption, you, your approved buyer and LightReach shall execute a written transfer of this Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this Agreement. If your buyer defaults on this Agreement and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Agreement in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by LightReach in writing).

c. If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Agreement.

Death does not negate the obligations in this Agreement and does not give rise to a right of termination. In the event of death, this Agreement and the obligations herein will transfer to the decedent's estate.

d. Free Assumability.

This Agreement is free of any restrictions that would prevent you, the homeowner, from freely transferring the Property. In the event of a foreclosure on the Property, your lender has the right (but not obligation) to do ONE of the following:

- (i) terminate the Agreement and require LightReach to remove the System subject to your obligations under Sections 15 and 16;
- (ii) become a beneficiary (but not the obligor) of your Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you — if you don't make a timely payment you will be in default under Section 14 and LightReach can terminate, remove the System and take all other remedies it has under Section 15 in this Agreement);
- (iii) enter into a new Agreement with LightReach on terms no less favorable than the current Agreement; or
- (iv) require the transfer of the Agreement under Section 11 to a subsequent purchaser of the Property. LightReach will not prohibit the sale, conveyance or refinancing of the Property.

e. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD. BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 11 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Homeowner's Initials: _____

Co- Homeowner's Initials: _____

11. LOSS OR DAMAGE

- a. Unless you are grossly negligent, you intentionally damage the System, or that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5, LightReach will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System.** Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments.
- b. If there is loss, damage, theft, destruction, or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and notify LightReach immediately and cooperate with LightReach, at LightReach's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.**

c. Force Majeure.

If either party is unable to perform all or some of its obligations under this Lease due to a Force Majeure Event, the affected party shall be excused from the performance affected by the Force Majeure Event; provided however, that (i) the affected party provides notice to the other party within (5) days of the Force Majeure Event where such notice generally describes the Force Majeure Event and the affected party's intention to rely upon the Force Majeure Event as a basis for its non-performance, and (ii) the affected party performs following the cessation of such Force Majeure Event.

“Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by the affected party's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; pandemic; abnormal

weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than LightReach including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by LightReach or under its control.

12. LIMITATION OF LIABILITY

a. No Consequential Damages

LIGHTREACH'S LIABILITY TO YOU UNDER THIS LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR THE PURPOSES OF THIS AGREEMENT, YOU AGREE THAT ANY TAX CREDIT, INCENTIVES, CAPACITY RIGHTS, AND UTILITY REBATES DO NOT CONSTITUTE CONSEQUENTIAL DAMAGES AND ARE EXPRESSLY RECOVERABLE BY LIGHTREACH IN THE EVENT OF A DEFAULT.

b. Actual Damages

Except for claims under Indemnity provision herein in Section 5(g), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 14(i). Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in the Limited Warranty.

13. DEFAULT

You will be in default under this Lease if any one of the following occurs:

- a. you fail to make any payment when it is due and such failure continues for a period of sixty (60) days;**
- b. you fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of thirty (30) days after written notice;**
- c. you have provided any false or misleading financial or other information to obtain this Lease;**
- d. you assign, transfer, encumber, or sell this Lease or any part of the System without LightReach's prior written consent; or**
- e. you make an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.**

14. REMEDIES IN CASE OF DEFAULT

If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

- a. terminate this Lease and your rights to possess and use the System;**
- b. suspend our performance under this Lease;**
- c. take any reasonable action to correct your default or to prevent our loss. Any amount we pay will be added to the amount you owe us and will be immediately due;**

- d. require you, at your expense, to return the System or make it available to us in a reasonable manner;
- e. proceed, by appropriate court action, to enforce performance of this Lease and to recover damages for your breach;
- f. turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- g. report such non-operational status of the System to your utility, informing them that you are no longer parallel generating or participating in any net metering compensation or tax credits;
- h. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- i. recover from you (i) all accrued but unpaid monthly payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit applicable with respect to the System cost, including installation and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and (iv) for the loss of any Tax Credits available pursuant to this Lease (LightReach shall furnish you with a detailed calculation of such compensation if such a claim is made);
- j. in the case of your failure to protect the System from animals, infestation or overgrown tree growth and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate; or
- k. use any other remedy available to us in this Lease or by law or equity.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, LightReach does not give up its right to use another remedy. By deciding not to use any remedy should this Lease be in default LightReach does not give up our right to use that remedy in case of a subsequent default.

We may submit to consumer reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Agreement as required.

15. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS AGREEMENT

- a. If at the termination of this Lease prior to the maximum Lease Term, you have not defaulted and have opted not to purchase the System, then within ninety (90) days:
 - (i) LightReach will remove the System from your Home at no cost to you at our convenience; or
 - (ii) If you want to have the System removed from your roof at a specific time, you must inform LightReach of the timing requirement and we will do so pursuant to the Limited Warranty. You will be responsible for payment of a fee determined at that time based on market rates for system removal, which LightReach will disclose to you prior to removal.
- b. If at the termination of this Lease, you are in default, and LightReach chooses to remove the System from your Home then you agree to pay LightReach the reasonable expense of removing the System from your Home.
- c. If the maximum Lease Term has expired and you have not defaulted, then:

- (i) LightReach may at its choosing, remove the System from your Home at no cost to you at our convenience.
- (ii) LightReach may at its sole discretion offer to sell the System or renegotiate a lower rate and maintain the System for your use. You may request it to be removed at this point and we will do so at no cost to you, pursuant to the Limited Warranty.
- (iii) if LightReach does not tell you that it wants to remove, sell or renegotiate a lease extension, and you want to have the System removed from your roof you must tell us to remove it and we will do so, at no cost to you, pursuant to the Limited Warranty.
- (iv) if LightReach chooses not to remove the System, offer to sell or renegotiate it with you, and you do not request removal within ninety (90) days, then you will be considered to be the new owner of the System and it will automatically be conveyed to you as is. In that event, you should consult a tax advisor to determine whether the transfer of the System has any tax consequences for you.

16. ADDITIONAL AGREEMENTS

a. Notice of Changes.

You agree to notify LightReach if your name, telephone number, or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact LightReach's security interest in the System.

b. Waiver of Confidentiality of Residence Address.

By signing this Agreement, and so long as LightReach has a contract with you, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize LightReach to obtain from the applicable state agency your current residence address.

c. Personal Information and Privacy Policy.

You have read, understand, and agree with the terms of LightReach's Privacy Policy as set forth on the website: palmetto.com/legal/privacy-policy. You also understand that LightReach's Privacy Policy may be changed from time to time.

d. Monitoring and Recording Telephone Calls.

LightReach and others acting on our behalf may (a) monitor and record telephone calls between you and LightReach regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You expressly consent to LightReach's, and others acting on LightReach's behalf, using pre recorded/artificial voice messages, or text messages, while servicing and enforcing LightReach's rights under this Agreement, including the collection of outstanding payments, even if your phone number is listed on any national or state "Do Not Call" list. In making calls to you, you agree that LightReach, and others acting on LightReach's behalf, may use any telephone number you provide LightReach, or that is lawfully given to LightReach by someone other than you even if the number is for a mobile telephone, and even if LightReach doing so results in charges to you under your telephone payment plan. LightReach will not charge you for such calls.

Homeowner's Initials: _____

Co- Homeowner's Initials: _____

17. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

Applicable law: Federal law and the laws of the state where your Home is located (without regard to conflict of laws principles) shall govern the substance of any claims between you and us. But with respect to this arbitration agreement, only the Federal Arbitration Act, not any state arbitration law, applies.

Forum selection and jury trial waiver: This Lease specifies that most disputes must be resolved in arbitration or in your local small claims court. To the extent that a dispute is not subject to arbitration and not brought in small claims court (including any action involving the applicability or enforceability of this arbitration agreement), you and we agree that such disputes may be brought in the state and federal courts in South Carolina, in addition to any other court that may have jurisdiction. You and we agree to waive any objections to personal jurisdiction or venue in the courts of South Carolina. **IN ADDITION, IN THE EVENT THAT ANY DISPUTE PROCEEDS IN COURT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE EACH WAIVE THE RIGHT TO TRIAL BY JURY.**

What claims must be arbitrated: You and we agree that any dispute, claim, or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes that must be arbitrated include but are not limited to: claims arising out of or relating to this Lease; claims arising out of or relating to our relationship; claims that arose before this or any prior Lease (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute. In this section 17 only, the terms "you," "we," and "us" shall include our respective parents, subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns, as well as all users or beneficiaries of the Lease. This arbitration agreement shall survive the termination of this Lease.

What claims do not need to be arbitrated: Instead of arbitration, either you or we may bring an action seeking only individualized relief in small claims court, but if the action is removed or appealed de novo to a court of general jurisdiction, the dispute must be arbitrated. In addition, any party may seek interim injunctive relief, such as a temporary restraining order or preliminary injunction, from a court if needed to prevent an irreparable harm. You and we agree that seeking such relief is not a waiver of the right to arbitrate any claim. Further, only a court may decide any disputes over whether a claim can or must be brought in arbitration, such as disputes over the scope or enforceability of this arbitration agreement.

No later than 60 days after a signed Notice containing all of the required information above is received (including an Attorney Authorization and Verification, if required), either party may request an individualized discussion (by telephone or videoconference) regarding settlement ("Informal Settlement Conference"). The parties must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be held after the 60-day period). You and our designated representative must both personally participate

in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) can also participate. Any applicable statute of limitations or contractual limitations periods will be tolled during the "Informal Resolution Period," which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

Commencing arbitration: An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended, unless the non-claimant failed to cooperate in good faith in scheduling the Informal Settlement Conference. A court will have authority to enforce this paragraph, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements.

Arbitration procedures: The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and Mass Arbitration Supplementary Rules (the "AAA Rules"), as modified by this arbitration agreement, by a single neutral arbitrator. Either party may initiate the

arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA or for a copy of the AAA Rules, please visit www.adr.org.

Arbitration fees and costs: The AAA Rules will govern the allocation and payment of filing, administrative and arbitrator fees ("AAA Fees"). If you initiate the arbitration, but you cannot afford to pay your share of AAA Fees (and the AAA will not waive them after submitting any required forms), we will consider in good faith any written request to advance these costs or reimburse them. Any request like this should be sent to Palmetto Solar, LLC, DBA LightReach, 1616 Camden Rd, Suite 300, Charlotte, NC 28203. In addition, if you initiate an arbitration of claims valued at \$1,000 or less, we will either pay all AAA Fees directly or reimburse you for any AAA Fees you paid, so long as you fully complied with the Notice and Informal Settlement Conference requirements before commencing arbitration. If, however, the arbitrator finds that you have violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for any amounts we paid on your behalf that are otherwise your obligation to pay under the AAA Rules.

Requirement of Individual Arbitration: Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non representative) basis. The arbitrator will not award relief (including monetary, declaratory, or injunctive relief) for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non representative) basis, and the arbitrator may award relief only on an individual (non-class, non representative) basis. **This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us, and that you and we both waive the right to bring or participate in class actions or representative actions.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co-Homeowners pertaining to jointly owned Property). If, after exhaustion of all appeals, a court declares unenforceable any of these prohibitions on non-individualized relief or proceedings or on consolidation, then all other arbitrable aspects of the case must be arbitrated first. After completing arbitration, the remaining non-arbitrable aspects of the case will be decided by a court.

Homeowner's Initials: _____

Co- Homeowner's Initials: _____

18. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Lease.

Except as specified in the *Requirement of Individual Arbitration* subsection of Section 17, if any provision of this Lease is found to be unenforceable, the remaining provisions will remain in full force and effect.

19. NOTICES

All notices under this Lease shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, SMS, online customer portal (including the App), overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with an overnight courier, or five (5) days after deposit in the mail. Notices shall be

sent to the person identified in this Lease at the addresses set forth in this Lease or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

20. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

21. HEADINGS AND INTERPRETATION

The headings in this Lease are for convenience or reference only. They do not limit or modify the term or provision. In some sections where examples are given, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Lease. Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of "business days" all Saturdays, Sundays and holidays should be excluded.

22. PUBLICITY

LightReach will not publicly use or display any images of the System unless you initial the space below. If you initial the space below, you give LightReach permission to take pictures of the System as installed on your Home to show to other customers or display on our website. LightReach will not disclose your contact information with the use of any of these images. LightReach appreciates your cooperation.

Homeowner's Initials: _____

Co- Homeowner's Initials: _____

23. COMMUNICATIONS EQUIPMENT

During installation or at any time thereafter during the Lease Term, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. For the purposes of this Lease, the Communications Equipment shall be a part of the System. You hereby give LightReach consent for the installation of the Communication Equipment if, when, and as needed

24. COUNTERPARTS

This Lease may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Lease and signature pages may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature page containing the signature (electronic, faxed, PDF or original) is binding upon the parties

25. FURTHER ASSURANCES

You will cooperate fully with us to effect the intent and provisions of this Lease and, from time to time, to execute and deliver any and all other agreements, documents or instruments, and to take such other actions, as LightReach may determine to be reasonably necessary or desirable to effect the intent and provisions of this Lease.

26. ADDITIONAL RIGHTS TO CANCEL

YOU MAY CANCEL THIS LEASE AND RECEIVE A FULL REFUND OF ANY DEPOSIT PAID BY MAILING (OR EMAILING, TO HELP@PALMETTO.COM) A NOTICE TO LIGHTREACH (WHICH MAY BE IN THE FORM ATTACHED HERETO AS EXHIBIT C). THE NOTICE MUST SAY THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE MAILED BEFORE MIDNIGHT OF THE TENTH (10TH) BUSINESS DAY AFTER YOU SIGN THIS LEASE. THE NOTICE MUST BE MAILED TO LIGHTREACH AT ITS ADDRESS PROVIDED IN THIS LEASE.

This Lease has been duly signed by the parties as set forth below.

By your signature, you acknowledge you have read this Lease (including its Exhibits) in its entirety, and that you have received a complete copy of this Lease. By your signature, you represent that you have the full right and authority to enter into this Lease and that you do not need the consent or approval of any other person or entity to do so.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

Homeowner:

Signature: _____

Name: _____

Date: _____

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____

Palmetto Solar, LLC, DBA LightReach:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our" refer to the Homeowner(s) under the Lease Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my Monthly Payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows pre authorized payments from my designated Bank Account or Credit Card Account ("Account") to LightReach or its designees ("You"). By signing this Authorization, I agree to the following terms:

1. AUTHORIZATION

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account ("Electronic Funds Transfer Payment") through an automated clearing house transfer (electronic debiting of my Account=) or by bank draft (remotely created check or "RCC"); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify LightReach at help@palmetto.com or by calling us at (855) 339-1831. If LightReach incurs any fees as a result of inaccurate or out of date information, LightReach will bill me for those charges.

2. REJECTED PAYMENTS

My failure to keep sufficient funds in my deposit Account or a rejected charge to my credit Account will be an event of default under this Authorization and You will have the right to terminate this Authorization. I will be responsible for any payments that do not clear as well as any dishonored check fees, including those that may be discovered after the Agreement is apparently paid off, paid in full or otherwise.

3. BANK FEES

I agree to be bound by any rules my bank requires for preauthorized electronic funds transfers and/or credit card transactions and understand that I will be responsible for any fees my financial institution may charge for these electronic payments.

I agree to pay an additional processing fee if I pay by credit card

4. EARLY PAYMENT

If I make a full Monthly Payment two business days before the scheduled transfer date, there will be no automatic payment for that month. I agree that the termination of this Authorization shall not prevent a debit or credit transaction authorized before any notice of termination and does not terminate the Agreement or my obligation to make payments as required by the Agreement.

5. RIGHTS REGARDING VARYING AMOUNTS

I acknowledge and understand that You reserve the right to change these conditions at any time. Notice may be provided on or with my bill or by other methods. I have the right to receive notice of all Electronic Funds Transfer Payments that vary from a pre authorized amount, or from the previous Electronic Funds Transfer Payment amount.

6. PROCEDURES UPON CANCELLATION OR END OF LEASE TERM

I understand that when my lease is canceled or reaches the end of its term and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as soon as reasonably possible upon discovery of the overpayment, and I agree that this is a reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE CHARGES TO THE ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DESIGNATED BANK OR CREDIT CARD ACCOUNT INFORMATION.

Homeowner:

Signature: _____

Name: _____

Date: _____

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____

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EXHIBIT B: LIMITED WARRANTY**LIMITED WARRANTY****1. INTRODUCTION**

This Limited Warranty is Palmetto Solar, LLC DBA LightReach's agreement to provide you warranties on the leased System. The System will be professionally installed by LightReach or a Certified Installer acting on LightReach's behalf at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when our contractor starts installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

2. LIMITED WARRANTIES**a. Limited Warranties**

LightReach warrants the System as follows:

(i) System Warranty

During the entire Lease Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) Roof Warranty

When our contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty will run the longer of (A) ten (10) years following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period"); and

(iii) System Repair Promise

During the entire Lease Term, LightReach will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid and approved claim to us under this Limited Warranty; provided, however, that the damage is not caused by your gross negligence, your intentional damage to the System, or your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5 in the Agreement or foreign objects have damaged the system, such as golf ball(s) or hail. If our contractors damage your Home, your belongings or your Property we will cause our contractors to repair the damage they cause or pay you for the damage as described in Section 4 of this Limited Warranty. LightReach may use new or reconditioned parts when making repairs or replacements. LightReach may also, at no additional cost to you, upgrade or add to any part of the System as it deems advisable in its discretion. Our workmanship warranty does not cover normal wear and tear cosmetic repairs (fading of paints and finishes), damage resulting from mold, fungus, or shrinking and/or cracking of grout and caulking on the roof of your home, and any such repairs shall be made solely at LightReach's discretion.

b. Warranty Length

- (i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when our contractors begin installing the System at your Home and continue through the entire Lease Term. Thus, for as long as you purchase power from the System from LightReach, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Agreement, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

c. Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

3. LIGHTREACH STANDARDS

a. For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

a. You agree that if (i) the System needs any repairs that are not the responsibility of LightReach under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home, you will have LightReach, or another a LightReach-approved service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

b. If you want to return the System to LightReach under Section 16 of the Lease, then LightReach will cause our contractors to remove the System at no cost to you. LightReach will cause our contractors to remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). LightReach will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with LightReach or its contractors in removing the System including providing necessary space, access and storage, and we or our contractors will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If LightReach is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event (as defined in the Agreement), LightReach will be excused from whatever performance is affected by the Force Majeure Event, provided that:

a. LightReach, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

b. LightReach's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and

c. No LightReach obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

Performance times under this Limited Warranty may be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, when the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Lease may be suspended during the

duration of the Force Majeure Event and then the term of the Limited Warranty and the Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions.

6. LIMITATIONS ON LIABILITY

a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 2 UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL LIGHTREACH OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

b. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, LightReach's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the greater of (a) the sum of the Lease payments over the Lease Term of the Agreement; and (b) the original cost of the System; and
- (ii) For damages to your Home, Belongings and Property: exceed five-hundred thousand dollars (\$500,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

TO: LIGHTREACH
Street: 1616 Camden Rd, Suite 300
City, State, Zip: Charlotte, NC 28203
Phone: (855) 339-1831
Email: help@palmetto.com

TO YOU: At the billing address in the Lease, through the customer portal (the App), or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

LightReach may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of LightReach's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who pays for power from the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

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EXHIBIT C: NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within 10 days after you sign the contract. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller (Palmetto Solar, LLC, DBA LightReach) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 60 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send an email to help@palmetto.com not later than midnight of the date that is _____ days after you sign the Agreement.

This notice of cancellation shall also be valid if you e-mail it to LightReach or its Certified Installer at either address set forth below:

LightReach: help@palmetto.com

Certified Installer: customer.success@trinity-solar.com

I hereby CANCEL/RESCIND this transaction on _____ [Cancellation Date].

Installation Address: _____

Homeowner:

Signature: _____

Name: _____

Date: _____

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____

EXHIBIT D: HOA RELEASE**HOMEOWNER RELEASE OF SERVICE PROVIDER
FROM HOMEOWNER'S ASSOCIATION CLAIMS**

By my signature below I represent that I (a) am the owner of the property located at:

I acknowledge that my homeowner's association has denied my application relating to the performance of the Services by Palmetto Solar, LLC, DBA LightReach. By my signature below I hereby direct LightReach, to nonetheless proceed with its performance of the Services. I acknowledge and accept all responsibility relating to the homeowner's association (including claims alleged or damages assessed) of proceeding with the services. I also fully release LightReach, from any and all past, present, and future claims, demands, obligations or causes of action alleged by or through, or relating in any manner to, the homeowner's association.

Homeowner's Name:

Signature: _____

Name: _____

Date: _____

Co-Homeowner's Name (if any):

Signature: _____

Name: _____

Date: _____

EXHIBIT E-1: NEW YORK DISCLOSURE STATEMENT

1. **Lien Disclosure:** Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

2. **Payment Prior To Completion:** Under this Agreement, you shall not be required to make any payment prior to the Interconnection Date. Notwithstanding the above, if you did pay any monies prior to the Interconnection Date, the following disclosure applies:

YOU, AT THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

3. **Insurance.** While you are not entitled to make an insurance claim or receive any insurance proceeds under any policy that covers the scope of Palmetto's work at your property, New York law requires Palmetto to disclose its insurance policy to you. For clarity, you are not entitled to any insurance proceeds or to make any insurance claim under the disclosed policy and you're your remedy rights are limited to Exhibit B—Limited Warranty. Such disclosure is set forth as follows:

Insurance Company Name: _____
Insurance Company Address: _____

Insurance Company Phone Number: _____

EXHIBIT E-2: NEW YORK GENERATION SYSTEM DISCLOSURE

Palmetto Solar, LLC DBA LightReach | 1616 Camden Rd, Suite 300, Charlotte, NC 28203 | (855) 339-1831
| help@palmetto.com

Generation System Disclosure Form	
Customer Information	Customer: _____ System Installation Address: _____ Mailing Address (if different): _____ Email: _____ Electric Distribution Utility: _____
Overview	<p>This document describes your solar lease agreement (Lease). In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p> <p>Under this Lease, you will lease a generation system installed on your property. You will not own the generation system.</p>
Price, Fees, and Charges	<p>Payment Schedule</p> <p>Your First Year Monthly Lease Payment will be \$ _____ per month.</p> <p>The Lease rate you pay LightReach will rise _____ % per year for the Lease Term as further detailed in Exhibit F.</p> <p>Your total Solar Lease Monthly Payments over the Lease Term before the NY-Sun Incentive are \$ _____</p> <p>Anticipated NY-Sun incentive LightReach will receive from the NY-Sun Program Administer: \$ _____</p> <p>Your total Solar Lease Monthly Payments over the Lease Term are \$ _____</p> <p>Your monthly Lease payment (plus any sales tax, if applicable) (the "Monthly Payment") will be due on the same day every month (the "Due Date"). Your first Due Date will be provided on your first invoice from LightReach, and will be approximately thirty (30) calendar days after the Interconnection Date (but no less than fifteen (15) calendar days following your receipt of invoice). If your Due Date falls on the twenty-ninth (29th) through thirty-first (31st) day of the month, it will be adjusted to be on the first (1st) day of the following month. Invoices for Monthly Payments will be provided on or around fifteen (15) calendar days prior to your Due Date each month. Automatic payments will be processed on your Due Date unless otherwise approved by LightReach.</p> <p>Electric energy delivered to you from the System shall not be considered a resale of retail sale of energy and you agree that LightReach is not providing you with service as a competitive retail electric supplier or third party supplier.</p> <p>Monthly payment amounts include estimated sales taxes based upon current available tax rates as provided by a third-party service and are subject to change based upon local and state taxing rate changes. If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed related to this Lease, the System or the sale of electric energy (other than with respect to taxes on income from the System), you agree to</p>

	<p>pay the applicable taxes. Thus, if tax rates change, your Monthly Payment to LightReach may change to reflect this rate change.</p> <p>A Customer Benefit Contribution charge will appear on your utility bill following the connection of your solar project. The Customer Benefit Contribution charge recovers your share of the costs associated with public benefit programs such as energy efficiency, low- and moderate-income and clean energy programs that all utility customers fund. The Customer Benefit Contribution is a monthly charge that varies by the size of the solar system unit installed and is updated annually to reflect the actual costs of the public benefit programs in the previous year.</p> <p>LightReach will own any and all tax credits, incentives, including any NYSERDA incentive, capacity rights, rebates, renewable energy/carbon credits, any credit compensation rates offered by any applicable authority, including but not limited to value of solar tariffs or net metering benefits, and any other benefits from the System (the "Tax Credits"). You may be eligible for a New York State Solar Energy System Equipment Tax Credit, which can only be claimed by the homeowner(s). You are responsible for applying for the New York personal income tax credit if the system is installed on your primary residence. NOTE: Not everyone is eligible for credits, incentives or rebates or can fully use them. Consult your tax professional or legal professional for further information.</p> <p>Late Payments A late payment fee of \$ 25 (or such lower amount as required by applicable law) will be assessed beginning on the twentieth (20th) day after the date the payment was due and continuing until paid in full.</p>
Installation	<p>The solar system will be installed on your roof.</p> <p>Approximate Installation Start Date: _____ days from the date the Agreement is signed.</p> <p>Approximate Completion Date: _____ days from the date installation begins.</p> <p>LightReach and/or our Certified Installer will submit a system interconnection application to your Utility.</p> <p>Your solar installation will be installed by LightReach or its Certified Installer.</p>
System Size and Generation	<p>System Size: _____ kW DC</p> <p>Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: _____ kWh</p> <p>Estimated annual electricity production decrease due to natural aging of the System: _____ %</p> <p>The Initial term of this Agreement is (25) years. Notwithstanding the initial term of this lease, the system lifetime is estimated to last 30 years. Customer will be presented with renewal options upon completion of initial term.</p>
Maintenance and Repairs	<p>LightReach will operate, maintain and repair the System, all in accordance with the Limited Warranty provided as Exhibit B to this Lease. LightReach may assign its rights or obligations under the Limited Warranty to a third party without your consent, provided that any assignment of obligations shall be to a party professionally and financially qualified to perform such obligation.</p>
Roof Warranty	<p>When LightReach or our Certified Contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty will run the longer of (A) ten (10) years following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof.</p>
Length of Agreement and End of Contract Term	<p>The term of this Lease is 25 years.</p> <p>Your Lease Agreement starts on the day of Interconnection or Activation (when Permission to Operate the system is granted by the utility).</p> <p>At the end of the term, you have the option to purchase the System, or LightReach may renew the Lease for 1 year by notice to you 30 days prior to expiration of the term.</p>

	If you do not purchase or renew, and have not defaulted under the Lease, then within 90 days of end of the term, LightReach may at its choosing remove the System from your home at no cost to you, offer you the option to buy the System, or if you do not request the System's removal, convey the System to you, all as provided in Section 15 of the Lease.
Early Termination and Selling Your Property	You have the option to request purchase of the System upon the 5th anniversary of the System Interconnection Date, at any time after such anniversary, or if you sell the Home, as provided in Section 4(e). You may also prepay amounts owed pursuant to this Lease, as provided in Section 4(f). If you sell your Home you can transfer the Lease and the monthly payments (subject to permission by the local utility and LightReach's underwriting requirements); or prepay the Lease and transfer only the use of the System, as provided in Section 10.
Estimated Benefits	The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It is currently a kWh bill credit for residential customers for excess energy you generate valued at the same rate as the utility charges for energy delivered to you. The rate is not guaranteed by LightReach.
Guarantees	This contract does not guarantee savings. This contract guarantees a minimum level of system performance as detailed in Exhibit G (Performance & Production Guarantee). It includes a factor of 1% degradation per year
Data Sharing and Privacy Policy	LightReach may access and use any data obtained or generated by LightReach in operating the System for LightReach's business purposes, and may disclose your data and personal information from the System to one or more third parties for LightReach's business purposes. LightReach may access, use, and disclose data obtained or generated by LightReach in operating the System in ways that could identify your home and energy usage trends, for business purposes including not limited to optimizing system performance, understanding energy usage patterns, qualifying for Tax Credits, and improving services. Such data also be shared with third parties, including but not limited to inverter manufacturers, Renewable Energy Certificate (REC) brokers, enterprise affiliates, or other similar partners, for the purposes of providing, improving, and facilitating services associated with your System. Provider's Data Privacy Policy: palmetto.com/legal/privacy-policy
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at help@palmetto.com or (855) 339-1831.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html . You have rights under the Home Energy Fair Practices Act (HEFPA). Please go to http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf to learn more about these rights.
Other Important Terms	You acknowledge that LightReach does not characterize the System as a fixture; however, LightReach as owner of the System has the right to file a UCC-1 financing statement or equivalent filing confirming its interest in the System. Such filing is intended only to give notice of LightReach's rights relating to the System and is not a lien or encumbrance against the Home or the Property. LightReach will explain such filing to any subsequent purchasers of the Home or Property and any related lenders, upon your request, and will accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.
Preparer Name	Tony Canela

Homeowner's Signature: _____

Co- Homeowner's Signature: _____

Date: _____

Date: _____

Signature of Authorized Representative of Palmetto Solar, LLC, DBA LightReach: _____

Date: _____

EXHIBIT F:

Federal Consumer Leasing Act Disclosure

(Pursuant to Code of Federal Regulations, Regulation M, 12 CFR Part 1013)

Date: _____
Lessor: _____
Lessee(s): _____

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Payments (not part of your monthly payment)	Total of Payments
Payments Due at Signing: \$ <u>0.00</u>	Your first payment of \$ _____ is due on the first day of the first full calendar month following the Interconnection Date, followed by Total _____ payments due on the first day of each month. Monthly Payments shall increase by _____% after each 12 months of scheduled monthly payments during the Lease Term. A full payment schedule is included below.	Your estimated average monthly tax payments are (if applicable):	(The amount you will have paid by the end of the lease)
Payments Due at Installation: \$ <u>0</u>		\$ <u>0</u>	
Payments Due after Inspection: \$ <u>0</u>	Your First Monthly payment is \$ _____ followed by 11 monthly payments of \$ _____	Estimated taxes other than sales taxes collected monthly (if applicable)	
	followed by 12 monthly payments of \$ _____	\$ <u>0</u>	
	followed by 12 monthly payments of \$ _____		
	followed by 12 monthly payments of \$ _____		
	followed by 12 monthly payments of \$ _____		
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	followed by 12 monthly payments of \$ _____		
	followed by 12 monthly payments of \$ _____		
	followed by 12 monthly payments of \$ _____		
	followed by 12 monthly payments of \$ _____		
	The total of your monthly payments is \$ _____.		

Purchase Option at End of Agreement Lease Term. You do not have a right to purchase the System at the end of the Lease Term, but you may request to purchase the System and LightReach, in its discretion, may agree to your purchase request.

Other Important Terms. See your Agreement for additional information on early termination, purchase options, tax and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

The above-listed Monthly Payment amount assumes you will make automatic payments as described in Exhibit A (Electronic Funds Transfer or Credit Card Payment Authorization). If you pay by any method besides automatic payments, you will lose the discount for automatic payments and your Monthly Payment will be increased by fifteen dollars (\$15.00). If you pay by credit card, a pass through processing fee will be added to your Monthly Payment that is not for the benefit of Palmetto.

Homeowner's Initials: _____ Co- Homeowner's Initials: _____

EXHIBIT G: PERFORMANCE & PRODUCTION GUARANTEE

Power Production Guarantee

LightReach guarantees that during the Term of this Lease the System will generate kilowatt-hours (kWh) as set forth in the table below.

Year	Guaranteed kWh (kWh)
3	kWh
6	kWh
9	kWh
12	kWh
15	kWh
18	kWh
21	kWh
24	kWh
25	kWh

The above guarantee assumes module and System production degradation of 1% per year.

A. If at the end of each successive 36-month anniversary of your first Monthly Payment the cumulative Actual kWh (defined below) generated by the system is less than the Guaranteed kWh, then we will credit your account equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh of \$_____

For example, if the first 36-month period commences on October 1, 2023, and ends on September 30, 2026, and the energy the system was supposed to generate is less than the energy the system was guaranteed to generate during such 36 month period, LightReach will credit you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh within (30) days after we receive your request. See the table below for a real-world example:

Example Guaranteed kWh	Example Actual kWh	Example Energy \$/kWh	Example Credit to You

B. If at the end of each successive 36-month anniversary of your first Monthly Payment the Actual kWh is greater than the Guaranteed kWh during any 36-month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If, over the course of the term, your System produces more energy than the Guaranteed Output, then this additional energy is yours at no additional cost.

C. This Exhibit G—Performance and Production Guaranty shall be your sole and exclusive remedy available in this Agreement in the event that your System fails to produce the Guaranteed kWh. You shall not be eligible for the remedy under Exhibit G in the following circumstances:

- (i) you are currently in default in this Agreement; or
- (ii) the failure to produce the Guaranteed kWh is caused by a Force Majeure Event, foreign objects damaging the System (including objects such as golf balls but excluding hail) or any other condition or circumstance beyond the control of and not caused by LightReach..

EXHIBIT H: ADDITIONAL PRODUCTS

LightReach or its Certified Installer(s) will procure and install the following Additional Products at the Property:

- No Additional Products**
- Energy Arbitrage Battery (NOT BACKUP BATTERY)**

The Energy Arbitrage Battery ("Arbitrage Battery") is a non-backup supply battery energy storage device that helps manage and store electricity for use at your Property during times when electricity rates are high and it is financially beneficial to use your self-generated power. The arbitrage battery is configured to charge from the System and allows you and LightReach to optimize the use and configuration of your System, which may further reduce your electricity costs, increase the value of your solar System's production, and/or maximize utility or government incentive programs relating to your System.

Use of the Arbitrage Battery requires the grid to be operating and **WILL NOT PROVIDE POWER IN THE EVENT OF A GRID OUTAGE OR BLACKOUT**. DO NOT RELY ON THE ARBITRAGE BATTERY FOR ANY LIFE SUPPORT, OTHER MEDICAL EQUIPMENT, OR OTHER LIFE-CRITICAL POWER NEEDS. THE AVAILABILITY OF POWER FROM THE ARBITRAGE BATTERY COULD ALSO BE LIMITED BY UTILITY "DEMAND RESPONSE" AND SIMILAR PROGRAMS AND REQUIREMENTS, AND LIGHTREACH HAS NO CONTROL OVER THOSE PROGRAMS AND REQUIREMENTS. LIGHTREACH CANNOT ASSURE OR PREDICT TO YOU THE AMOUNT, NATURE, TIMING, OR AVAILABILITY OF ANY COMPENSATION THAT COULD BE PAID TO YOU – IF ANY – IN CONNECTION WITH THE ARBITRAGE BATTERY OR YOUR USE OF THE SYSTEM, AND "DEMAND RESPONSE" PROGRAM RULES AND LIGHTREACH'S MANAGEMENT OF THE SYSTEM AND THE ARBITRAGE BATTERY COULD REDUCE ANY SUCH COMPENSATION. YOU ACKNOWLEDGE AND AGREE THAT YOUR SYSTEM WITH ARBITRAGE BATTERY WILL NOT PROVIDE BACKUP POWER AND LIGHTREACH IS NOT LIABLE FOR THE LACK OF BACKUP POWER IN THE EVENT OF A GRID OUTAGE.

Under normal conditions of use, the Energy Arbitrage Battery system should pose no danger to you. However, if the arbitrage battery system is mishandled or tampered with following installation, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property.

LightReach Certified Installers are licensed and trained to safely and compliantly install the battery energy storage systems according to each manufacturer's listings and specifications, and according to all applicable product, fire, building, electrical, and electric grid codes and standards.

YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY. YOU AGREE NOT TO ALTER THE CONFIGURATION OF THE EXISTING EQUIPMENT

- Full Services Backup Battery**

The Full Services Backup Battery system ("Backup Battery") is a backup battery energy storage system that may be used to provide backup power during a grid outage in addition to time-based-controls and other operating modes and services supported by the equipment and battery management system. LightReach or its Certified Installers will establish a reasonable reserve level for your battery (at minimum, 20% of the battery) so that your Backup Battery will always be charged at a specified minimum to allow you to obtain a certain amount of power in the event of an electric grid outage.

For each Backup Battery, the System will contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of Battery charge. Each Backup Battery will draw its charge from the System, providing backup power within the limits of the System. Each Backup Battery will power its designated circuits only, these designated circuits may or may not include your Home's entire main service panel. LightReach or its Certified Installers will ensure the Backup Battery is configured to draw charge from the System, and You will be responsible for damage caused due to backing up more loads than have been approved by LightReach or its Certified Installers. LightReach is not responsible for system failure caused by excessive loads.

While the Backup Battery may be useful to provide backup power during an outage, **LIGHTREACH DOES NOT**

WARRANT OR GUARANTEE THAT BATTERY BACKUP POWER WILL BE AVAILABLE WITHOUT INTERRUPTION DURING A POWER OUTAGE. YOU AGREE THAT LIGHTREACH IS NOT LIABLE IN THE EVENT THAT THE BATTERY DOES NOT PROVIDE BACKUP POWER FOR ANY REASON. THE AVAILABILITY OF POWER FROM THE BACKUP BATTERY COULD ALSO BE LIMITED BY UTILITY "DEMAND RESPONSE" AND SIMILAR PROGRAMS AND REQUIREMENTS, AND LIGHTREACH HAS NO CONTROL OVER THOSE PROGRAMS AND REQUIREMENTS. LIGHTREACH CANNOT ASSURE OR PREDICT TO YOU THE AMOUNT, NATURE, TIMING, OR AVAILABILITY OF ANY COMPENSATION THAT COULD BE PAID TO YOU – IF ANY – IN CONNECTION WITH THE BACKUP BATTERY OR YOUR USE OF THE SYSTEM, AND "DEMAND RESPONSE" PROGRAM RULES AND LIGHTREACH'S MANAGEMENT OF THE SYSTEM AND THE BACKUP BATTERY COULD REDUCE ANY SUCH COMPENSATION. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT, OTHER MEDICAL EQUIPMENT, OR OTHER LIFE-CRITICAL POWER NEEDS DURING A POWER OUTAGE, BUT INSTEAD CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Under normal conditions of use, the Backup Battery energy storage should pose no danger to you. However, if the battery system is mishandled or tampered with following installation, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property.

LightReach Certified Installers are licensed and trained to install backup battery energy storage systems safely and compliantly according to each manufacturer's listings and specifications, and according to all applicable product, fire, building, electrical, and electric grid codes and standards.

Please notify LightReach in the event your Backup Battery does not provide backup power during a power outage.

YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY. YOU AGREE NOT TO ALTER THE CONFIGURATION OF THE EXISTING EQUIPMENT.

The above-described Additional Products, as applicable, will be provided to you at no up-front cost, and all installation services will be subject to LightReach's Warranty as set forth in Exhibit B. LightReach will provide any replacement parts, either new or refurbished, to keep the System in working order for the Initial Term of the Agreement and any subsequent renewal terms. Equipment and technology can change over time, we reserve the right to replace the current equipment with a functional equivalent, or better, when it breaks. Any replacement equipment will not interrupt the primary services described above.

THE PORTION OF THE INITIAL MONTHLY PAYMENT ATTRIBUTABLE TO THE ADDITIONAL PRODUCTS IS:
\$ 0.00

YOU ACKNOWLEDGE AND AGREE THAT SUCH COST INCREASES YOUR MONTHLY PAYMENT SET FORTH IN THE AGREEMENT, AND YOU ACCEPT THE INCREASED MONTHLY PAYMENT. THESE COSTS WILL BE REFLECTED AND DISCLOSED IN YOUR PAYMENT SCHEDULE(S) IN EXHIBIT F:

Homeowner:

Signature: _____

Name: _____

Date: _____ December 12, 2025

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____

Your Protection and Warranty Coverage

You get peace of mind that your investment in solar is protected.



Performance Plan

90% performance assurance, labor & extended equipment warranty

- ✓ Equipment: Panel and Inverter
- ✓ Workmanship
- ✓ Roof Penetration
- ✓ Energy App & Monthly Report
- ✓ Intelligent Issue Detection
- ✓ Remote Diagnosis & Troubleshooting
- ✓ Proactive Service Alerts
- ✓ Customer Support
- ✓ Service Management
- ✓ Nationwide Field Service Network
- ✓ Covered Repairs & Labor
- ✓ Performance Guarantee

What happens next?

1

Lightreach Contract Signature

A 25-year protection plan is part of your agreement. We've got you covered.

2

Finalize Design & Solar Installation

Your installer's team and partners will guide you through the design, engineering, and installation process.

3

Solar System Permission to Operate

Once your system receives approval from your utility and is activated, your system will be monitored, and you will be proactively notified of any issues.

Understanding your coverage

Your Protection Plan & Warranties

 Issue Detection	Once activated, we will monitor your system for issues.
 Proactive Communication	When any actionable issue is detected, you will be contacted to troubleshoot or schedule service.
 Service Management	If an issue cannot be resolved remotely, our team will coordinate an onsite service visit.
 Workmanship + Parts and Labor Coverage	Workmanship as well as labor for unexpected maintenance and repairs that may occur in the future is included in the package.
 Remote Diagnosis & Troubleshooting	We resolve issues remotely via online guides and live customer support.
 Customer Support	You have unlimited access to our solar experts.
 System Warranties	Performance Warranty on Panels Equipment Warranty on Inverters Workmanship Warranty / Install Guarantee Roof Penetration Warranty
 Performance Guarantee	We provide reimbursement in the event of underperformance below 90% of verified estimates.

New York State Solar Tax Credit & Property Tax Exemption

The State of New York provides residents installing a solar system a variety of incentives to encourage adoption. LightReach is committed to ensuring our customers maximize savings and benefit from the Programs currently available. For this reason, the LightReach team will submit incentive applications for Program(s) you are eligible for, such as NYSERDA's NY-Sun Incentive, which the Program requires to be paid directly to the Contractor.

There are two tax incentives LightReach cannot apply for on your behalf, namely: the **New York State Solar Tax Credit** and the **Solar Property Tax Exemption**. This acknowledgement is meant to provide you with a summary of the qualifications and resources to apply.

New York State Solar Tax Credit

Background: The New York State Solar Tax Credit was originally enacted under Tax Law section 606(g-1), and does not currently have an expiration date. The State legislature seeks to increase residential solar adoption by providing eligible solar customers credits on their personal, state income tax.

Eligibility: Residents of New York State that Purchase, Lease, or enter into a Power Purchase Agreement (PPA) for the installation of solar equipment on their primary residence may be eligible for the credit. Leases and PPA agreement terms must extend for at least ten years. It is important to note state tax credits can only offset existing state tax liability. Residents without taxes owed to the state may not be able to benefit. **LightReach and our Certified Installers cannot provide tax advice on specific financial circumstances and we recommend customers speak to their trusted tax professional.**

Tax credit value: The tax credit is worth 25% of the qualified solar energy system equipment expenditures up to a maximum of \$5,000. This credit is not refundable and can only be used to offset existing state tax liability. If the customer does not have enough tax liability to redeem the entire credit in one year, it can be carried over for up to five tax years. The total incentive value will never exceed 25% of the expenditures or \$5,000.

Leases & Power Purchase Agreements (PPAs)

Customers can receive a NY State tax credit of 25% of the annual solar payment with a total cap of \$5,000 or 15 years, whichever happens first. You may claim a tax credit based on the amount paid in each taxable year until the cap is reached. For example, if your Lease (or PPA) payment costs are \$1,000/year for a 25 year term with no price escalation, your total Qualified Expenditures would be \$25,000. If in 2024 taxable year, your Lease payments are \$1,000, you would be eligible to claim \$1,000 for tax year 2024. You would then be eligible to claim another \$1,000 in 2025, 2026, and any subsequent year (up to year 15) until the \$5,000 limit is reached.

How to apply: Eligible residents will need to file tax Form IT-255 with their personal, state income taxes in order to redeem. Please reference the following resources:

- Department of Taxation & Finance Webpage:
https://www.tax.ny.gov/pit/credits/solar_energy_system_equipment_credit.htm
- Form IT-255: https://www.tax.ny.gov/pdf/current_forms/it/it255_fill_in.pdf
- Form IT-255 Instructions: https://www.tax.ny.gov/pdf/current_forms/it/it255i.pdf

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New York State Real Property Tax Exemption

Background: The New York State Real Property Tax Exemption was originally enacted into State law in 1977. The State legislature sought to increase residential solar adoption by prohibiting municipalities from increasing personal property taxes due to an increase in home value from the installation of solar equipment. This exemption allows eligible homeowners to install solar equipment, which may increase the property's value, without increasing personal property taxes. It is important to note municipalities were provided the option to opt- out of this exemption. If you live in a municipality that has opted- out, any increases to your property's value due to a solar installation may be reflected in your property tax assessment.

Eligibility: Residents of New York State that install solar equipment on their property and live in a municipality that has not opted- out of the exemption may be eligible. You can contact your local assessor's office or reference the online list of municipalities that have opted out:

<https://www.tax.ny.gov/research/property/legal/localop/487opt.htm>

Tax exemption value: The value of this exemption will vary. Residents living in municipalities that have not opted- out of the exemption should be able to avoid all property tax increases due to a solar installation. This does not exempt the resident from all property taxes, just any increases assessed due to a solar installation.

How to apply: Eligible residents will need to file Form RP 487 with their local property assessor. Please reference the following resources:

- Department of Taxation & Finance:
https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4_01/sec487_a.htm
- Form RP 487: https://www.tax.ny.gov/pdf/current_forms/orpts/rp487_fill_in.pdf
- Municipality List: <https://www.tax.ny.gov/research/property/legal/localop/487opt.htm>

If you have any questions on these incentives, please reach out to a tax professional, New York State Energy Research and Development Authority (NYSERDA), or the LightReach Customer Care Team.

NYSERDA

- Email: info@nyserda.ny.gov
- Phone: 866-NYSERDA (Toll free)

LightReach Customer Care

- Email: help@palmetto.com
- Phone: (855) 339-1831

Initials: _____

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