

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

March 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 –**
5. **Adoption of Minutes – Minutes 2/26/26**
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. 2026-47 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 March 12th, 2026.

RESOLVED, that General Fund Claims set forth on pages 1 through 9 in the below-listed amounts are approved for payment:

General Fund– \$90,706.16
Parking Fund – \$83,696.47
Water Fund – \$997.55

Resolution No. 2026- 48 Resolution of the Nyack Village Board Authorizing the Nyack Housing Authority to Participate in the Village of Nyack’s Dental Benefits Program with Contribution Requirements

WHEREAS, the Nyack Housing Authority (“Housing Authority”) provides safe and affordable housing to eligible residents of the Village of Nyack; and

WHEREAS, on August 12, 2025, the Housing Authority Board voted unanimously to approve the addition of dental insurance coverage for its staff; and

WHEREAS, the Village Board of Trustees finds that participation in the Village’s dental benefits program will support the health and well-being of Housing Authority employees;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF NYACK, NEW YORK, AS FOLLOWS:

1. Authorization – The Nyack Housing Authority is authorized to participate in the Village of Nyack’s dental benefits program under the same terms and conditions applicable to eligible Village employees.
2. Contribution Requirement – The Housing Authority shall remit to the Village a monthly fee of \$23.63 for each employee enrolled in single coverage and \$70.91 for each employee enrolled in family coverage. These rates may be adjusted annually by the Village Board to reflect changes in program costs.
3. Execution of Documents – The Mayor is authorized to execute any agreements or documents necessary to implement this Resolution.
4. Effective Date – This Resolution shall take effect immediately upon adoption.

6.3 Resolution No. 2026-49 Resolution of the Nyack Village Board Resolution Authorizing Mayor to sign Agreement(s) with Town of Orangetown and Nyack School District granting a property tax exemption for the Village’s water treatment plant infrastructure 12 N. Broadway, Nyack, NY 10960 and 12 S. Highland Ave, Nyack NY, as per NYS Real Property Tax Law §406(3).

WHEREAS, the Village of Nyack (“Village”) is the fee simple title owner of parcels of real property commonly known as 12 N. Broadway, Nyack, NY 10960 (Town Tax Map designation of [607.200-1500-1] and Town Tax Map designation of [607.200-1500-2]), and 12 S. Highland Ave, Nyack NY, (Town Tax Map designation of [65.68-1-3]), in the Town of Orangetown.

WHEREAS, the Village uses the subject property, exclusively, for the operation of a water plant, pumping station, water storage and/or water treatment plant, including necessary connections and appurtenances.

WHEREAS, the Town of Orangetown (“Town”), and the Nyack School District (“School”), have, in the past, imposed property taxes against the subject property.

WHEREAS, NYS Real Property Tax Law (“RPTL”) §406(3) prescribes that real property owned by a municipality, which has a population of less than 100,000 people, which real property is located outside of the municipality’s corporate limits and is used for the operation of a water plant, pumping station and/or water treatment plant, may be wholly, or partially, exempt from taxation, special ad valorem levies, and special assessments, provided that the governing board of the taxing authorities agree to same in writing.

RESOLVED, the aforesaid RPTL §406(3) relief from Town, and School, taxes was previously requested of the Town, and of the School, by the Village Administrator, and, to the extent that such requests required a Resolution from the Village Board of Trustees (“BOT”), the BOT hereby also resolves to authorize the Village Administrator, nunc pro tunc (now for then), to communicate such requests to the Town and to the School.

RESOLVED, the Board of Trustees approves of the Village entering into the property tax exemption Agreement(s), so long as the Agreement(s) is/are in satisfactory form and substance to the Village Administrator and the Village Attorney; and authorizes the Mayor to execute the Agreement(s) on behalf of the Village.

6.4 Resolution No. 2026-49 Resolution of the Nyack Village Board Approving An Application for Street Closure of Jackson Ave on March 27, 2026, for a Pride Night Market

RESOLVED, the Board of Trustees of the Village of Nyack approves the closure of Jackson Ave by the Pride Center, Friday, March 27, 2026, for a Pride Night Market, sponsor to reimburse village costs of street closure labor.

6.5 Resolution No. 2026-50 Resolution of the Nyack Village Board Approving an Event Permit Application from Lidia Fluhme for the Gran Fondo Bicycle Race

RESOLVED, the Board of Trustees of the Village of Nyack approves the use of Village streets for the Gran Fondo bicycle race on Sunday, May 17, 2026, typical route on Piermont Ave to Gedney and then North Broadway.

6.5 Resolution No. 2026-50 Resolution of the Nyack Village Board Approving an Event Permit Application from Playful Yogi Space for Rockland Yoga Fest 2026 in Memorial Park

RESOLVED, the Board of Trustees of the Village of Nyack approves an application from Naomi Camileri to host Rockland Yoga Fest 2026 in Memorial Park, Great Lawn, Saturday, September 19, 2026 (rain date 9/20/26).

6.6 Resolution No. 2026-51 Resolution of the Village Board of Trustees to Approve the Mayor’s Appointment of Katina Crowder to the Board of the Nyack Housing Authority

RESOLVED, the Village Board of Trustees to approve the Mayor's appointment of Katina Crowder to the board of the Nyack Housing Authority for a five year term to expire December 31, 2030.

6.7 Resolution No. 2026-52 Resolution of the Village Board of Trustees to Approve the Peddling Permit Application from Trinity Solar

RESOLVED, the Village Board of Trustees authorizes the Village Clerk to issue a permit application to Trinity Solar to canvass Nyack households for rooftop solar installation sales.

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 Porchfest

8.2 Draft local law amending chapter 360 (zoning) of the code of the village of Nyack, so as to add provisions regarding adaptive reuse and/or tear-down of eligible religious and/or educational buildings and uses, for the purpose of constructing multi-family dwellings.

9. New Business

9.1 Notice is hereby given that Nyack has prepared its 2026 Draft Annual Report per the NYSDEC's Municipal Separate Storm Sewer System (MS4) permit requirement. The report and Storm Water Management Plan will be available for public review and comment at the Nyack Village Trustee March 12, 2026, board meeting.

9.2 Shoreline Path Furniture Sponsorship Plan

9.3 Restaurant bump-out policy

10. Communications

11. Public Comment

12. Executive Session

13. Adjournment

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: 3/4/26 Name of Applicant: Rockland County Pride Center
Address: 28 S. Franklin Street, Nyack, NY
Business Owner/Proprietor Name: Brade Malloy
Email Address: pride@rocklandpridecenter.org Phone: 845-353-6300
Name of On-Site Event/Project Manager: Scott Kake Phone: 917-406-3857

Existing Approval to serve Alcoholic Beverages: Yes _____ No ~~_____~~ N/A

Event Information:

Date of Proposed Event: 3/27/26 Name of Event: Night Market

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

Side street, Beyond Rustin Way. Two food trucks.
Fair high top tables.

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

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 County Pride Center

Name: Brooke McIlroy Signature: B McIlroy

Date: 3/4/24

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 Closure Special Events

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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: _____

Application for Special Event/Street Closure in Village of Nyack:

Date: 5/17/26 Name of Applicant: GFNY

Address: 5114 Kennedy Blvd West #16 West New York, NJ 07093

Business Owner/Proprietor Name: Lidia Fluhme

Email Address: Lidia@gfny.com Phone: 917-656-2005

Name of On-Site Event/Project Manager: Uli Fluhme Phone: 646-468-1578

LF

Existing Approval to serve Alcoholic Beverages: Yes _____ No X

Village facility to be occupied and furnishing/equipment to be sited (parking lot, sidewalk space, street names) (attach diagram/map):

S Beoadway, right on Main St, left on Gedney St, left onto 4th Ave, right onto N Broadway

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:

LF

- > 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

LF

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.

- 1) Liquor Liability: a COI must be provided to the Village evidencing Liquor Liability at the same limits as indicated in I) above.

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: Gran Fondo New York

Name: Lidia Fluhme Signature: 

Date: 10/6/25

Please sign, date and return to:

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

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: 2/27/26

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.

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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: NAOMI CAMILLERI Signature: 

Company Name (if applicable): PLAYFUL YOGI SPACE

Date: 2/27/26

Please sign, date and return to:

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

Katina Crowder

Nyack Plaza, Nyack New York 10960

PROFESSIONAL SUMMARY

Highly self-motivated professional with over ten years of experience in customer service. Adept at leading and building strong teams while maintaining a high standard of customer satisfaction and service excellence

PROFESSIONAL EXPERIENCE

Rockland County YMCA, Nyack NY Director of Membership and Customer Service

(Oversees Aquatics Department) (July 2025 to Present)

- Oversee a staff of 54
- Ensure frontline staff is engaging and providing the members an exceptional customer experience the keep them coming back
- Oversees the Aquatics Director and provide guidance as needed
- Develop, manage and monitor annual department budgets
- Oversee scheduling, coordination and registration for all department programs and classes
- Follow all CDC and DOH guidelines as they apply to all programs
- Ensuring all staff certifications are up to date
- Approve bi weekly payroll
- Lead and develop staff up to empower them to succeed in their roles
- Develop strategies to grow and retain the membership and their over all experience
- Assist with youth and teen programs when needed.

Rockland County YMCA, Nyack NY *Membership Manager* (November 2017-2025)

- Assist in supervision a diversified team of 15+ staff and volunteers.
- Oversee facility operations and maintain member safety.

- Input program registrations for all departments.
- Ensure proper and adequate staff coverage throughout the building.
- Adept in computer programming and facility software.
- Process payments and oversee cash deposits.
- Assist in scheduling of staff in various departments.
- Participate in building wide events.
- Assist in the planning and operation of Healthy Kids Day.
- Assist in all aspects of customer service.
- Authorize refunds for membership.

Charlotte Russe, West Nyack NY Assistant Manager (2016-2017)

- Managed a staff of 15 sales associates.
- Maintained daily deposit records
- Followed all company policies to ensure proper company success and growth.

Fashion to Figure, West Nyack NY Assistant Manager (2008-2015)

- Managed a staff of 10 employees.
- Maintained company deposits and records.
- Assisted in the scheduling of employees
- Ensured all company goals and objectives were properly met.
- Organized store front/stock room.
- Communicated with patrons and staff to ensure a high level of customer service.

EDUCATION AND CREDENTIALS

Rockland Community College: Suffern, NY

Associates in Business Management: Anticipated 2022.

Current Certifications

American Red Cross CPR/First Aid/AED for Professional Rescuers



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: NA Cell: 845-706-5974 Work: NA

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: dwi in October 2018 loss licence and

got it back

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: Cemen

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

DO NOT WRITE BELOW THIS LINE

<input type="checkbox"/> Approved	<input type="checkbox"/> 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 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 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 E-MAIL ADDRESS: CherryHill.BSD.CertM@AJG.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Trinity Solar LLC 62 Leone Lane Chester, NY 10918 TRINHEA-03	INSURER A: National Union Fire Insurance Company of Pittsburg 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:		

COVERAGES **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MKL7ENV106507	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> 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	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		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 N/A		13188225	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 Evidence of Insurance	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 

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New York State Department of Taxation and Finance
Certificate of Authority

Identification number

22-3292324

(Use this number on all returns and correspondence)



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.

1DB8 - 0442280 P0000008- 01

4020109100098

VALIDATED

2/12/2016

Dept of Tax
and Finance

DTF-17-A (11/14)

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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	
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. <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 <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> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2211 Allenwood Road	Requester's name and address (optional)
6 City, state, and ZIP code Wall, NJ 07719	
7 List account number(s) here (optional)	

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													
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2	2		3	2	9	2	3	2	4				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶	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.

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: _____

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 damages 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	
<p>Customer Information</p> <p>Distribution Utility</p>	<p>Customer: _____</p> <p>System Installation Address: _____</p> <p>Mailing Address (if different): _____</p> <p>Email: _____</p> <p>Electric Distribution Utility: _____</p>
<p>Overview</p>	<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>
<p>Price, Fees, and Charges</p>	<p>Payment Schedule 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>
<p>Installation</p>	<p>The solar system will be installed on your roof. Approximate Installation Start Date: _____ days from the date the Agreement is signed. Approximate Completion Date: _____ days from the date installation begins. LightReach and/or our Certified Installer will submit a system interconnection application to your Utility. Your solar installation will be installed by LightReach or its Certified Installer.</p>
<p>System Size and Generation</p>	<p>System Size: _____ kW DC Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: _____ kWh Estimated annual electricity production decrease due to natural aging of the System: <u> 1 </u> % 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>
<p>Maintenance and Repairs</p>	<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>
<p>Roof Warranty</p>	<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>
<p>Length of Agreement and End of Contract Term</p>	<p>The term of this Lease is 25 years. Your Lease Agreement starts on the day of Interconnection or Activation (when Permission to Operate the system is granted by the utility). 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: _____

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 changes, 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

Initial: _____



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: _____

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, LightReach (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact LightReach:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: help@golightreach.com

To advise LightReach of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at help@golightreach.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from LightReach

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**LOCAL LAW NO. _____ OF 2026, AMENDING
CHAPTER 360 (ZONING) OF THE CODE OF THE
VILLAGE OF NYACK, SO AS TO ADD
PROVISIONS REGARDING ADAPTIVE REUSE
AND/OR TEAR-DOWNS OF ELIGIBLE
RELIGIOUS AND/OR EDUCATIONAL
BUILDINGS AND USES, FOR THE PURPOSE OF
CONSTRUCTING MULTI-FAMILY DWELLINGS**
(03/06/2026 DRAFT)

Be it enacted by the Board of Trustees of the Village of Nyack as follows:

Section 1 - Legislative Authority, Purpose and Intent:

This Local Law is adopted pursuant to New York State (“NYS”) Municipal Home Rule Law (“MHRL”) §10; and in accordance with the procedures prescribed in MHRL §20, and NYS Village Law §7-706 and §21-2100. The purpose and intent of this Local Law is to foster the renovation and reuse of buildings originally constructed for religious or educational uses, and which have historic, architectural, economic, cultural or other value to the Village of Nyack (“Village”), and are at risk of becoming under-utilized, blighted, vacant or restricted in future uses, by encouraging the adaptive and flexible reuse of such buildings to allow greater economic and efficient use and occupancy of the property, and to increase the supply of housing (including affordable units) in the Village, and with no net loss of usable open space or outdoor recreational areas on the property, by virtue of allowing redevelopment for multi-family housing in the Single-Family Residential-1 (SFR-1), Single-Family Residential-2 (SFR-2), Two-Family Residential (TFR), and Office Mixed Use (OMU), Zoning Districts. The Village’s housing shortage, and affordability crisis, justify, under specified criteria, the override of certain Village Zoning Code regulations when religious and/or educational buildings and/or land are used for multi-family housing that must include a minimum proportion of affordable units, which will help to keep lower-income residents in the Village, and leverage religious and/or educational institutions’ uniquely beneficial community role in serving their communities by enabling them to utilize their stagnant assets to increase the Village’s housing inventory (including affordable units) without direct fiscal cost to the Village.

Section 2 – Paragraph “A” (Residential), of §360-3.2 (Use-specific standards) of Article III (Use Regulations), of Chapter 360 (Zoning), of the Code of the Village of Nyack, is amended to the extent only of adding new Sub-Paragraphs “1B” and “1C,” which new Sub-Paragraphs “1B” and “1C” shall read as follows:

(1B) Adaptive Reuse of Religious and/or Educational Buildings.

- (a) Special Use Permit Authority. The Village Board of Trustees (“BOT”) may grant a special use permit, subject to, and in accordance with, the provisions set forth in this sub-paragraph 1B, to allow a multi-family housing use of an

eligible building, irrespective of whether such multi-family housing use is allowed or not in the applicable Zoning District; and such adaptive reuse of an existing building may occur within its existing footprint irrespective of whether the existing footprint is dimensionally non-conforming (“Adaptive Reuse”). As part of the special use permit, the BOT may modify the Dimensional Standards (Table 4-1) of the Village’s Zoning Code, so long as the BOT determines that each modification is necessary to preserve the building and to allow its Adaptive Reuse; which grant of a special use permit shall also require site development plan approval by the Planning Board. This special use permit authority, granted to the BOT, shall be in lieu of, rather than in addition to, the Zoning Board of Appeals’s special use permit authority relating to schools, educational facilities, houses of worship and places of religious instruction in residential and Office Mixed Use (OMU) Zoning Districts.

- (b) **Eligible Building.** An eligible building shall mean any building sited on a lot of less than four acres in size, except as prescribed in §360-3.2(A)(1B)(e)[2] below, and which building is used and occupied, or if vacant or abandoned has most recently been used and occupied, as a school, educational facility, house of worship, place of religious instruction, or a religious convent or monastery, and which building was originally constructed for said type(s) of religious and/or educational use and occupancy (“eligible use”); and which building (i) has a subsisting Certificate of Occupancy (“CO”) that permits the use and occupancy of the building as an eligible use, or (ii) although lacking a CO for an eligible use, is a legal nonconforming use for an eligible use, or (iii) is vacant or abandoned, but its last most recent CO was for an eligible use, or, if it lacked such a CO, then its last most recent legal nonconforming use was for an eligible use.
- (c) **Exterior Alterations.** As a condition of the special use permit, the applicant shall continue to retain, unchanged, the existing eligible building’s exterior architecture, except for minor changes essential to accommodate necessary appurtenances; or shall demonstrate, to the satisfaction of the BOT, that all proposed exterior alterations are generally consistent with the existing eligible building’s architecture, style and design, and with the neighborhood in which it is located.
- (d) **Parking.** As part of the special use permit authority of the BOT, the BOT may modify the Zoning Code’s accessory off-street parking requirements based on the applicant’s information regarding the parking impact of the proposed Adaptive Reuse project; and/or parking may be provided on another privately owned lot (or lots) within 500 feet of the entrance to the building subject of the application, subject to the BOT’s approval of any legal instruments, including the recording of same in the Rockland County Clerk’s Office, that the BOT may require to memorialize said off-site private parking.

- (e) Restrictions on Uses, and Floor Area Ratio, in Particular Zoning Districts. For an eligible building sited on a lot located in the Single-Family Residential-1 (SFR-1), Single-Family Residential-2 (SFR-2), Two-Family Residential (TFR) or Office Mixed Use (OMU) Zoning Districts, the only uses that are permitted in such Zoning Districts shall be those that are allowed as per the applicable Permitted Uses (Table 3-1) of this Chapter (Zoning); except that, for an eligible building as prescribed in this subparagraph 1B, the BOT may approve, by special use permit, multi-family housing, so long as the following additional conditions and requirements are complied with.

[1] A minimum of eleven percent (11%) of the eligible building's total dwelling units shall be affordable and workforce for-sale housing units, or affordable and workforce rental units, in accordance with Chapter 120 (Affordable Housing) of the Village Code ("Chapter 120 affordable units").

Alternatively, rather than complying with the aforesaid 11% minimum Chapter 120 affordable units, a minimum of ninety percent (90%) of the eligible building's total dwelling units must, instead, be occupied, or set-aside and reserved for occupancy, only by volunteers and their immediate respective families ("Volunteer Dwelling Units"). For the purposes of this alternative, a "volunteer," in order for the dwelling unit to count for inclusion in the said minimum percentage of Volunteer Dwelling Units, must be a member in good standing with a not-for-profit fire company, ambulance company, emergency services company, or other first responder organization or association ("not-for-profit first responder entity") that is either headquartered within, or primarily serves, the Village; and, upon request by the Village, the not-for-profit first responder entity shall promptly provide all documentation reasonably required by the Village so as to verify qualification of a Volunteer Dwelling Unit ("verification of Volunteer Dwelling Unit status").

A third alternative, rather than complying with the said 11% minimum Chapter 120 affordable units, is that, instead, a minimum of forty-five percent (45%) of the eligible building's total dwelling units must be Chapter 120 affordable units, plus a minimum of forty-five percent (45%) of the eligible building's total dwelling units must be volunteer first responder units (subject to verification of Volunteer Dwelling Unit status).

[2] An eligible building's maximum density shall not exceed that of the Multifamily Residential-3 (MFR-3) Zoning District. The eligible building shall also be subject to the maximum floor area ratio (FAR) restrictions proscribed for the Multifamily Residential-2 (MFR-2) Zoning District; however, if an eligible building is sited on a lot in excess of four acres, and within 750 feet of a commercial Zoning District, then the BOT may approve of any use that is allowed in the Downtown Mixed Use-2 (DMU-2) Zoning District, subject to the maximum FAR restrictions proscribed for the DMU-2 Zoning District and so long as there is no net loss of usable open space or outdoor recreational areas on the property.

(f) The applicant, requesting the BOT's grant of a special use permit for an Adaptive Reuse project, shall be the deeded owner of the school, educational facility, house of worship, place of religious instruction or religious convent or monastery that qualified the property as constituting an eligible building (as defined above in this sub-paragraph 1B), and shall remain the applicant until the BOT grants final approval of the special use permit, and until the final approvals of all other applicable Village land use boards are granted, approving of the Adaptive Reuse project. The applicant may authorize, in a written and signed document satisfactory in form and substance to the Village's Chief Building Inspector and Village Attorney, another person, company, corporation, limited liability company, association, organization or business entity, including a for-profit entity, to administratively handle, conduct and carry-out the application process on behalf of the applicant.

(g) Additional Conditions. The BOT may impose additional conditions, as part of its approval of the special use permit contemplated in this sub-paragraph 1B, as the BOT may deem to be necessary so as to protect, preserve and/or enhance the neighborhood surrounding the eligible building, and to encourage the most appropriate Adaptive Reuse of the eligible building and its appurtenant property, which additional conditions may include those that are intended to ensure that there will be no net loss of usable open space or outdoor recreational areas on the property.

(1C) Teardowns of Religious and/or Educational Buildings, to be Replaced by New Construction of Multi-Family Housing.

(a) Special Use Permit Authority. The Village Board of Trustees ("BOT") may grant a special use permit, subject to, and in accordance with, the provisions set forth in this sub-paragraph 1C, to allow the construction of a new multi-family housing building and use, on a lot upon which is sited an existing eligible building (as defined above in sub-paragraph 1B of Article III of this Chapter), irrespective of whether such multi-family housing building and use is allowed or not in the applicable Zoning District ("Teardown and New

Construction”). A Teardown and New Construction project shall be subject to the Dimensional Standards set forth in the following sub-sub-paragraph; and shall also require site development plan approval by the Planning Board. This special use permit authority, granted to the BOT, shall be in lieu of, rather than in addition to, the Zoning Board of Appeals’ special use permit authority relating to schools, educational facilities, houses of worship and places of religious instruction in residential and Office Mixed Use (OMU) Zoning Districts.

- (b) The Dimensional Standards applicable to a Teardown and New Construction project are set forth in the table below (“sf” means square feet); which Dimensional Standards shall not be applicable to a Teardown and New Construction project, so long as all newly built buildings and structures are fully, completely and wholly contained within the footprint and envelope of the buildings and structures to be torn down, which newly built buildings and structures shall be subject to the Dimensional Standards of an Adaptive Reuse as contemplated in sub-paragraph 1B above.

Zoning District	SFR	TFR	OMU	DMU-2
Use	Multi-Family	Multi-Family	Multi-Family	Mixed Use, Multi-Family, Commercial Development **
Minimum Lot Size	7,500 sf	10,000 sf	7,500 sf	N/A
Minimum Lot Width	75’	50’	50’	N/A
Minimum Lot Depth	N/A	N/A	N/A	N/A
Minimum Front Yard Setback	25’	25’	N/A	N/A
Minimum Rear Yard Setback	15’	15’	25’	None required for 1st Story or 17’ whichever is less but shall be 15’ minimum under other conditions
Minimum Side Yard Setback (one)	7.5’	7.5’	10’	None required, but if provided, min. of 5’
Minimum Side Yard Setback (combined)	22.5’	22.5’	20’	None required, but if provided, min. of 5’
Minimum Open Space	500’	500’	N/A	No net loss of open space and recreational areas on lot

Maximum Floor Area Ratio (FAR)	0.6	0.6	0.6	2.0
Maximum Height (stories)	2	2	2	3 (4 w/BOT special permit)
Maximum Height (feet)	32'	32'	35'	40'

**If the lot is greater than four acres, then the BOT may permit uses that are allowable in the DMU-2 Zoning District, including mixed use residential and commercial development, with a minimum of fifteen percent (15%) affordable dwelling units, subject to the maximum FAR regulations allowed in the DMU-2 Zoning District, and with no net loss of open space and recreational areas on the lot.

- (c) Exterior Alterations. As a condition of the special use permit, the applicant shall demonstrate, to the satisfaction of the BOT, that the proposed exterior architecture, design and style, of the new building to be constructed, are generally consistent with that of the existing eligible building proposed to be torn-down, and with the neighborhood in which it is located.
- (d) Parking. As part of the special use permit authority of the BOT, the BOT may modify the Zoning Code’s accessory off-street parking requirements based on the applicant’s information regarding the parking impact of the proposed Teardown and New Construction project; and parking may be provided on another privately owned lot (or lots) within 500 feet of the entrance to the proposed new building, subject to the BOT’s approval of any legal instruments, including the recording of same in the Rockland County Clerk’s Office, that the BOT may require to memorialize said off-site private parking.
- (e) Restrictions on Uses for a Teardown and New Construction project. For a Teardown and New Construction project, the BOT may approve, by special use permit, multi-family housing, so long as the following additional conditions and requirements are complied with.

[1] A minimum of fifteen percent (15%) of the Teardown and New Construction project’s total dwelling units shall be affordable and workforce for-sale housing units, or affordable and workforce rental units, in accordance with Chapter 120 (Affordable Housing) of the Village Code (“Chapter 120 affordable units”).

Alternatively, rather than complying with the aforesaid 15% minimum Chapter 120 affordable units, a minimum of ninety percent (90%) of the Teardown and New Construction project’s

total dwelling units must, instead, be occupied, or set-aside and reserved for occupancy, only by volunteers and their immediate respective families (“Volunteer Dwelling Units”). For the purposes of this alternative, a “volunteer,” in order for the dwelling unit to count for inclusion in the said minimum percentage of Volunteer Dwelling Units, must be a member in good standing with a not-for-profit fire company, ambulance company, emergency services company, or other first responder organization or association (“not-for-profit first responder entity”) that is either headquartered within, or primarily serves, the Village; and, upon request by the Village, the not-for-profit first responder entity shall promptly provide all documentation reasonably required by the Village so as to verify qualification of a Volunteer Dwelling Unit (“verification of Volunteer Dwelling Unit status”).

A third alternative, rather than complying with the said 15% minimum Chapter 120 affordable units, is that, instead, a minimum of forty-five percent (45%) of the Teardown and New Construction project’s total dwelling units must be Chapter 120 affordable units, plus a minimum of forty-five percent (45%) of the Teardown and New Construction project’s total dwelling units must be volunteer first responder units (subject to verification of Volunteer Dwelling Unit status).

- [2] A Teardown and New Construction project’s maximum density shall not exceed that of the Multifamily Residential-3 (MFR-3) Zoning District. The Teardown and New Construction project shall also be subject to the maximum floor area ratio (FAR) restrictions proscribed for the Multifamily Residential-2 (MFR-2) Zoning District; however, if a Teardown and New Construction project is sited on a lot in excess of four acres, and within 750 feet of a commercial Zoning District, then the BOT may approve of any use that is allowed in the Downtown Mixed Use-2 (DMU-2) Zoning District, subject to the maximum FAR restrictions proscribed for the DMU-2 Zoning District and so long as there is no net loss of usable open space or outdoor recreational areas on the property.
- [3] The applicant, requesting the BOT’s grant of a special use permit for a Teardown and New Construction project, shall be the deeded owner of the school, educational facility, house of worship, place of religious instruction or religious convent or monastery that qualified the property as constituting an eligible building (as defined above in sub-paragraph 1B of Article III of this Chapter), and shall remain the applicant until the BOT grants final approval of the special use permit, and until the final approvals of all other

applicable Village land use boards are granted, approving of the Teardown and New Construction project. The applicant may authorize, in a written and signed document satisfactory in form and substance to the Village's Chief Building Inspector and Village Attorney, another person, company, corporation, limited liability company, association, organization or business entity, including a for-profit entity, to administratively handle, conduct and carry-out the application process on behalf of the applicant.

- (f) Additional Conditions. The BOT may impose additional conditions, as part of its approval of the special use permit contemplated in this sub-paragraph 1C, as the BOT may deem to be necessary so as to protect, preserve and/or enhance the neighborhood surrounding the Teardown and New Construction project, which additional conditions may include those that are intended to ensure that there will be no net loss of usable open space or outdoor recreational areas on the property.

Section 3 – Within the Use column, of the Residential section, of 360 Attachment 1, Table 3-1, entitled “Permitted Uses,” of Chapter 360 (Zoning), of the Code of the Village of Nyack, is amended so as to insert, directly beneath the existing language “Adaptive Reuse,” the following new language as a new type of Use.

Adaptive Reuse, or Teardown and New Construction, of eligible religious and/or educational buildings and uses by special use permit of the Village Board of Trustees as per §360-3.2(1B) and/or (1C).

Section 4 – Column SFR, within the column for Residential Districts, within the Residential use section, of 360 Attachment 1, Table 3-1, entitled “Permitted Uses,” of Chapter 360 (Zoning), of the Code of the Village of Nyack, is amended so as to insert, within the blank/empty space in the new row to be entitled “Adaptive Reuse, or Teardown and New Construction, of eligible religious and/or educational buildings and uses by special use permit of the Village Board of Trustees as per §360-3.2(1B) and/or (1C),” the following language.

S

Section 5 – Column TFR, within the column for Residential Districts, within the Residential use section, of 360 Attachment 1, Table 3-1, entitled “Permitted Uses,” of Chapter 360 (Zoning), of the Code of the Village of Nyack, is amended so as to insert, within the blank/empty space in the new row to be entitled “Adaptive Reuse, or Teardown and New Construction, of eligible religious

and/or educational buildings and uses by special use permit of the Village Board of Trustees as per §360-3.2(1B) and/or (1C),” the following language.

S

Section 6 – Column OMU, within the column for Other Districts, within the Residential use section, of 360 Attachment 1, Table 3-1, entitled “Permitted Uses,” of Chapter 360 (Zoning), of the Code of the Village of Nyack, is amended so as to insert, within the blank/empty space in the new row to be entitled “Adaptive Reuse, or Teardown and New Construction, of eligible religious and/or educational buildings and uses by special use permit of the Village Board of Trustees as per §360-3.2(1B) and/or (1C),” the following language.

S

Section 7 – Severability.

If any part or provision of this Local Law, or the application thereof to any person or circumstance, is adjudged invalid or unconstitutional by a court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law, or the application thereof to other persons or circumstances. The Village Board of Trustees hereby declares that it would have enacted the remainder of this Local Law even without any such invalid or unconstitutional part, provision or application.

Section 8 – Effective Date.

This Local Law shall take effect immediately upon the filing of a copy with the NYS Secretary of State in the manner prescribed by NYS Municipal Home Rule Law §27.

MS4 Annual Report/Interim Progress Certification—2026

version 1.1

(Submission #: HQK-VQY2-7155Q, version 1)

Details

Originally Started By E MANCUSO-KHIENINSON

Alternate Identifier NYR20A166

Submission ID HQK-VQY2-7155Q

Status Draft

Active Steps Form Submitted

Form Input

MS4 Operator Information

Permit ID #:
NYR20A166Municipality Name or Legal Entity Name
Village of Nyack

Report Preparer

Report Preparer Title	First and Last Name	Phone	Email
Municipal Engineer	Eve Mancuso	8455472516	Mancuso.Eve@WSEInc.com

MS4 Operator Type
Traditional land use control

Part IV

Was the information in this section completed as part of a coalition/group?
No

MS4 General Permit Resources

Use the following webpages for more information on the permit and fact sheet:

<https://nform-prod.dec.ny.gov/app/#/submissionversion/513cb1a1-701e-4c08-b77d-e504d723ab4c/overview>

[MS4 Permit Webpage](#)[MS4 Toolbox](#)**SWMP Plan**

Annually: Have the alternative implementation agreements in the SWMP Plan been updated? (Part IV.A.1.e.)

Yes

Annually: Has the SWMP been updated? (Part IV.B.3.)

Yes

Mapping

Annually: Has the comprehensive system mapping been updated? (Part IV.D.)

Yes

What tools are used to satisfy the comprehensive system mapping requirements? (e.g. paper maps, GIS, web mappers, etc.)

GIS and paper

Within three (3) years of the EDC: Has Phase I of the comprehensive mapping been completed? (Part IV.D.2.a.)

No

Please clarify the reason for selecting "No" for this item.

It is not due at this time.

Within five (5) years of the EDC: Has Phase II of the comprehensive mapping been completed? (Part IV.D.2.b.)

No

Please clarify the reason for selecting "No" for this item.

It is not due at this time.

Legal Authority

Within three (3) years of the EDC: For newly designated MS4 Operators, has adequate legal authority been developed and implemented? (Part IV.E.)

N/A

Please clarify the reason for selecting "No" or "N/A" for this item.

The Village is not a newly designated Operator.

Enforcement Tracking

This reporting year, how many enforcement actions were undertaken for illicit discharges (e.g. verbal warnings, citations, stop work orders)? (Part IV.F.2.)

0.0

This reporting year, how many enforcement actions were undertaken for construction sites (e.g. verbal warnings, citations, stop work orders)? (Part IV.F.2.)

0.0

This reporting year, how many enforcement actions were undertaken for post-construction SMPs (e.g. verbal warnings, citations, stop work orders)? (Part IV.F.2.)

0.0

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Part V

In Year 5: Has the SWMP Plan been evaluated? (Part V.C.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Part VI

Which MCMs in this Part were completed as a coalition/group, if any?

MCM 1

MCM 2

MCM 6

Minimum Control Measure 1

Within three (3) years of the EDC: Have the focus areas been identified? (Part VI.A.1.a.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within three (3) years of the EDC: Have the target audience(s) and associated pollutant generating activities been identified? (Part VI.A.1.b.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within three (3) years of the EDC: Have the education and outreach topics been identified and how the education and outreach topics will reduce the potential for pollutants explained? (Part VI.A.1.c.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 5: Has the method(s) used for distribution of educational messages been identified? (Part VI.A.2.a.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 5: Has one educational message been delivered to each target audience(s) for each focus area based on the education and outreach topic(s)? (Part VI.A.2.b.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 4 and Year 5: Have target audiences, focus areas, and/or education and outreach topics been updated? (Part VI.A.2.c.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Minimum Control Measure 2

Annually: Has an opportunity for public involvement/participation in the development and implementation of the SWMP been provided? (Part VI.B.1.a.)

Yes

What was the opportunity for public involvement/participation in the SWMP?

Public hearings or meetings

Annually: Has the public been informed about the opportunity for their involvement in the development and implementation of the SWMP and how they can get involved? (Part VI.B.1.b.)

Yes

What is the method(s) used for distribution to inform the public of the opportunity for involvement?

Electronic materials (e.g., websites, email listservs)

Annually: Has an opportunity to review and comment on the publicly available SWMP Plan been provided? (Part VI.B.2.a.)

Yes

Annually: Has an opportunity to review and comment on the draft annual report been provided? (Part VI.B.2.b.i.)

Yes

What opportunity for review and comment on the draft annual report has been provided?

Presentation of the draft Annual Report

Posting of draft Annual Report on a public website

Annually: Have the comments received on the SWMP Plan been summarized? (Part VI.B.2.c.i.)

N/A

Please clarify the reason for selecting "No" or "N/A" for this item.

No comments received yet.

Annually: Have the comments received on the draft annual report been summarized? (Part VI.B.2.c.i.)

N/A

Please clarify the reason for selecting "No" or "N/A" for this item.

No comments received yet.

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Minimum Control Measure 3

Within three (3) years of the EDC: Has an inventory of monitoring locations been developed? (Part VI.C.1.c.i.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

How many MS4 outfalls are on the inventory?

48

How many interconnections are on the inventory?

22

How many municipal facility intraconnections are on the inventory?

2

In Year 4 and Year 5: Has the monitoring location inventory been updated? (Part VI.C.1.c.ii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within three (3) years of the EDC: Have monitoring locations been prioritized? (Part VI.C.1.d.i.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 4 and Year 5: Has the monitoring location prioritization been updated? (Part VI.C.1.d.iii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within two (2) years of the EDC: Has a monitoring locations inspection and sampling program been developed and implemented? (Part VI.C.1.e.)

Yes

In Year 5: Every five (5) years following the most recent inspection, have all the monitoring locations been inspected? (Part VI.C.1.e.i.a))

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Every five (5) years following the most recent inspection, how many monitoring locations have been inspected?

24

In Year 5: Has training on the MS4 Operator's monitoring locations inspection and sampling procedures been provided? (Part VI.C.1.e.ii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received monitoring locations inspection and sampling training been updated? (Part VI.C.1.e.iii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 3, Year 4, and Year 5: Have the monitoring locations inspection and sampling procedures been updated? (Part VI.C.1.e.iv.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within two (2) years of the EDC: Has an illicit discharge track down program been developed and implemented? (Part VI.C.2.)

Yes

In Year 5: Has training on the MS4 Operator's illicit discharge track down procedures prior to conducting illicit discharge track down been provided? (Part VI.C.2.b.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received illicit discharge track down procedures training been updated? (Part VI.C.2.c.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 3, Year 4, and Year 5: Have the illicit discharge track down procedures been reviewed and updated? (Part VI.C.2.d.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within two (2) years of the EDC: Has an illicit discharge elimination program been developed and implemented? (Part VI.C.3.)

Yes

In Year 5: Has training on the MS4 Operator's illicit discharge elimination procedures prior to conducting illicit discharge elimination been provided? (Part VI.C.3.b.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time?

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received illicit discharge elimination procedures training been updated? (Part VI.C.3.c.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 3, Year 4, and Year 5: Have the illicit discharge elimination procedures been reviewed and updated? (Part VI.C.3.d.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Minimum Control Measure 4

Within one (1) year of the EDC: Has a construction oversight program been developed and implemented? (Part VI.D.3)

Yes

In Year 5: Has training on the MS4 Operator's construction oversight procedures prior to conducting construction oversight been provided? (Part VI.D.3.b.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 2, Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received construction oversight procedures training been updated? (Part VI.D.3.c.)

Yes

In Year 2, Year 3, Year 4, and Year 5: Have the construction oversight procedures been reviewed and updated? (Part VI.D.3.e.)

Yes

Annually: Has the inventory of construction sites been updated? (Part VI.D.4.b.)

Yes

How many construction sites are on the inventory?

0

Within one (1) year of the EDC: Have construction sites been prioritized? (Part VI.D.5.a.)

Yes

In Year 2, Year 3, Year 4, and Year 5: Has the construction site prioritization been updated? (Part VI.D.5.c.)

Yes

How many high priority construction sites are on the inventory?

0

Within three (3) years of the EDC: Have the individuals responsible for reviewing SWPPPs for acceptance received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity prior to conducting SWPPP reviews and/or approvals? (Part VI.D.6.a.i.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Annually: Have the names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for reviewing SWPPPs been updated? (Part VI.D.6.d.)

Yes

Are pre-construction meetings conducted prior to the commencement of construction activity? (Part VI.D.7.)

Yes

Within three (3) years of the EDC: Have the individuals responsible for construction site inspections received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity prior to conducting construction site inspections? (Part VI.D.8.a.i.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Annually: Have all sites with construction activity identified in the inventory been inspected during active construction after the pre-construction meeting, or sooner if deficiencies are noted that require attention? (Part VI.D.8.c.)

Yes

Annually: Have the names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for construction site inspections been updated? (Part VI.D.8.d.)

Yes

Are final construction site inspections conducted? (Part VI.D.9.)

Yes

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Minimum Control Measure 5

Annually: Has the inventory of post-construction SMPs been updated? (Part VI.E.2.c.)

Yes

How many post-construction SMPs are on the inventory?

7

Within five (5) years of the EDC: Have the required components been included in the post-construction SMP inventory? (Part VI.E.2.d.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within one (1) year of the EDC: Has a post-construction SMP inspection and maintenance program been developed and implemented? (Part VI.E.4.)

Yes

Has each post-construction SMP identified in the inventory been inspected at the required frequency? (Part VI.E.4.a.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

transitioning to new software and implementing program

How many post-construction SMPs have been inspected at the required frequency?

0

In Year 5: Has training on the MS4 Operator's post-construction SMP inspection and maintenance procedures prior to conducting post-construction SMP inspection and maintenance been provided? (Part VI.E.4.b.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Annually: Have names, titles, and contact information for the individuals who have received post-construction SMP inspection and maintenance procedures training updated? (Part VI.E.4.c.)

Yes

In Year 2, Year 3, Year 4, and Year 5: Have the post-construction SMP inspection and maintenance procedures been reviewed and updated? (Part VI.E.4.d.)

Yes

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Minimum Control Measure 6

Within three (3) years of the EDC: Have best management practices (BMPs) been incorporated into the municipal facility program and municipal operations program? (Part VI.F.1.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within three (3) years of the EDC: Has a municipal facility program been developed and implemented? (Part VI.F.2.a.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 5: Has training on the MS4 Operator's municipal facility procedures prior to conducting municipal facility procedures been provided? (Part VI.F.2.a.ii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 4 and Year 5: Have the names, titles, and contact information for the individuals who have received municipal facility procedures training been updated? (Part VI.F.2.a.iii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 4 and Year 5: Have the municipal facility procedures been updated? (Part VI.F.2.a.iv.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within two (2) years of the EDC: Has a municipal facility inventory been developed? (Part VI.F.2.b.i.)

Yes

How many municipal facilities are on the inventory?

11

In Year 3, Year 4, and Year 5: Has the municipal facility inventory been updated? (Part VI.F.2.b.ii.)

Yes

Within three (3) years of the EDC: Have the municipal facilities been prioritized? (Part VI.F.2.c.i.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 4 and Year 5: Has the municipal facility prioritization been updated? (Part VI.F.2.c.iii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within five (5) years of the EDC: Has a municipal facility specific SWPPP for each high priority municipal facility been developed? (Part VI.F.2.d.i.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

How many municipal facility specific SWPPPs for high priority municipal facilities have been developed?

0

In Year 5: Has all wet weather visual monitoring of the monitoring locations at all high priority municipal facilities been conducted? (Part VI.F.2.d.ii.a))

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

At how many high priority municipal facilities was wet weather visual monitoring completed?

0

At how many monitoring locations was wet weather visual monitoring completed?

0

In Year 5: Has a comprehensive site assessment for each high priority municipal facility been completed? (Part VI.F.2.d.ii.c))

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

At how many high priority municipal facilities was a comprehensive site assessment completed?

0

In Year 5: Has a comprehensive site assessment for each low priority municipal facility been completed? (Part VI.F.2.e.ii.c))

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

At how many low priority municipal facilities was a comprehensive site assessment completed?

0

Within three (3) years of the EDC: Has a municipal operations program been developed? (Part VI.F.3.a.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 5: Has training on the MS4 Operator's municipal operations procedures prior to conducting municipal operations been provided? (Part VI.F.3.a.ii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 4 and Year 5: Have the names, titles, and contact information for the individuals who have received municipal operations procedures training been updated? (Part VI.F.3.a.iii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 4 and Year 5: Have the municipal operations procedures been reviewed and updated? (Part VI.F.3.a.iv.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within three (3) years of the EDC: Have catch basins in need of inspection been identified? (Part VI.F.3.c.i.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

Within three (3) years of the EDC: Has catch basin inspection information been inventoried? (Part VI.F.3.c.ii.)

No

Please clarify the reason for selecting "No" or "N/A" for this item.

It is not due at this time.

In Year 5: Have all streets, bridges, parking lots, and right of ways been swept? (Part VI.F.3.d.i.a))

Yes

Annually: Have all streets in business districts and commercial areas been swept? (Part VI.F.3.d.i.b))

Yes

Within five (5) years of the EDC: Have roads, bridges, parking lots, and right of way maintenance specific BMPs been implemented? (Part VI.F.3.d.ii.)

Yes

Within five (5) years of the EDC: Have winter road maintenance specific BMPs been implemented? (Part VI.F.3.d.iii.)

Yes

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Part VIII

Does the MS4 Operator discharge to an impaired water listed in Appendix C of GP-0-24-001?

No

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Part IX

Does the MS4 Operator discharge to a TMDL listed in Table 3 of GP-0-24-001?

No

Please enter any comments related to the questions in this section below:

NONE PROVIDED

Interim Progress Status

Interim Progress Resources

Use the following webpages for more information on the permit and fact sheet:

[MS4 Permit Webpage](#)

[MS4 Toolbox](#)

Have you reviewed compliance items due within three years of EDC?

Yes

Have you reviewed compliance items due within four years of EDC?

No

Have you reviewed compliance items due within five years of EDC?

No

Have you reviewed compliance items which need to be completed routinely (annually, every five (5) years, etc.)?

Yes

Please clarify the reason for selecting "No" for one or more of the future compliance items above.
It is not due at this time.

Please enter any comments related to the questions in this section.

NONE PROVIDED

Certification

The ranking elected official or Principal Executive Officer for the MS4 Operator will be signing the form.

Yes

As the Ranking Elected Official or Principal Executive Officer, please download the certification form using the link below. Complete and sign the certification. Then, upload the certification form to this Interim Progress Certification and/or Annual Report.

[Certification Form](#)

Attach completed certification form.

NONE PROVIDED

Comment

NONE PROVIDED

Status History

	User	Processing Status
3/6/2026 3:32:49 PM	E MANCUSO-KHIENINSON	Draft

Processing Steps

Step Name	Assigned To/Completed By	Date Completed
Form Submitted		
Accepted		

RESOLUTION ADOPTING A PARK BENCH, PICNIC TABLE & TREE SPONSORSHIP PROGRAM

WHEREAS, the Village of Nyack maintains public parks and open spaces for the enjoyment, health, and welfare of residents and visitors; and

WHEREAS, the Board of Trustees desires to encourage voluntary private contributions to support the maintenance and improvement of park amenities while preserving the public character of Village property; and

WHEREAS, the Board of Trustees has reviewed a proposed Park Bench, Picnic Table, and Tree Sponsorship Policy, together with a standard Sponsorship Agreement to be administered by the Village Clerk; and

WHEREAS, the proposed program provides for limited, non-commercial recognition of sponsors, does not confer ownership or naming rights, and preserves the Village's sole discretion over placement, maintenance, relocation, and removal of sponsored items;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Nyack, as follows:

1. Adoption of Policy. The Park Bench, Picnic Table, and Tree Sponsorship Policy, substantially in the form presented to the Board, is hereby adopted.
2. Approval of Agreement Form. The standard Park Bench, Picnic Table, and Tree Sponsorship Agreement, substantially in the form presented to the Board and approved by the Village Attorney, is hereby approved for use.
3. Administration. The Village Clerk is hereby authorized to administer the sponsorship program, accept sponsorship applications, and execute sponsorship agreements consistent with the adopted policy.
4. Fees and Contributions. Sponsorship contribution amounts shall be established administratively and may be amended from time to time by resolution of the Board of Trustees. Fees for 2026-2027 are the following:

- 8' Bench: \$4,000
- 6' Bench: \$3,750
- 8' Picnic Table: \$4,180
- 6' Picnic Table: \$3,580
- Chess Table: \$3,500
- Tree: \$750

5. No Property Rights. Participation in the sponsorship program shall not confer any ownership interest, naming right, easement, or exclusive use of Village property.

6. Effective Date. This resolution shall take effect immediately upon adoption.

POLICY - VILLAGE OF NYACK

PARK BENCH, PICNIC TABLE & TREE SPONSORSHIP POLICY

1. Purpose

The Village Board of Trustees hereby establishes a Park Bench, Picnic Table, and Tree Sponsorship Program to encourage voluntary contributions that support the maintenance and improvement of Village parks and open spaces.

2. Nature of Sponsorship

Sponsorships are voluntary donations made for public purposes. Participation in the program does **not** confer ownership, naming rights, exclusive use, or any property interest in Village property.

3. Eligible Items

Subject to availability and suitability as determined by the Village, sponsorships may be accepted for:

- Park benches
- Picnic tables and Chess tables
- Trees
- Art work/sculpture

Final decisions regarding type, location, and installation shall rest solely with the Village.

4. Recognition

- Recognition shall be limited to a small, standardized plaques either affixed to furniture or placed at the base of a tree.
- Plaques may include a name or brief dedication only
- Commercial advertising, logos, political messages, and religious messages are prohibited
- All wording, size, materials, and placement must be approved by the Village

- Eligible subjects for recognition are deceased individuals with a meaningful relationship to the Village of Nyack, such as residency, business ownership, civic involvement or family connections. Local businesses, nonprofits or civic organizations.

6. Fees and Use of Funds

Sponsorship contribution amounts shall be set administratively, equal to cost of materials and labor for installation, and approved by resolution of the Board of Trustees. All funds shall be used for park maintenance, improvements, or related public purposes.

6. Maintenance, Removal, and Replacement

All sponsored items remain public property. The Village reserves the right to repair, relocate, or remove any sponsored item as necessary for safety, maintenance, redesign, or operational needs, without obligation to replace the item or refund the sponsorship.

7. Administration

The Village Clerk is authorized to administer this program and execute sponsorship agreements in a form approved by the Village Attorney.

8. Effective Date

This policy shall take effect immediately upon adoption by the Board of Trustees.

SPONSORSHIP AGREEMENT - VILLAGE OF NYACK

PARK BENCH, PICNIC TABLE & TREE SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is made as of _____ (date), by and between the **Village of Nyack**, a municipal corporation organized under the laws of the State of New York (“Village”), and _____ (“Sponsor”).

1. Purpose

The Village maintains public parks and open spaces for the enjoyment of residents and visitors. The purpose of this Agreement is to permit the Sponsor to make a voluntary financial contribution to the Village in support of park amenities, in exchange for limited recognition associated with a bench, picnic table, or tree located in a Village park.

This Agreement creates **no ownership interest** in Village property.

2. Sponsored Item

Bench (6' or 8'), Picnic Table (6' or 8'), Chess Table, Tree

Item Location: _____ (use code from attached map Exhibit B)

The final placement of all sponsored items shall be determined solely by the Village.

3. Sponsorship Contribution

The Sponsor agrees to make a one-time, non-refundable contribution in the amount of (see price list Exhibit A):

\$ _____

Payment shall be made payable to the **Village of Nyack** prior to installation or planting. See attached item list and fee schedule.

All sponsorship funds shall be used at the Village's discretion for park improvements, maintenance, or related public purposes.

4. Recognition / Plaque

Recognition shall consist of a **small, standardized plaque** approved by the Village.

- Plaque text shall be limited to name(s) or a brief dedication
- Recognition shall be limited to a name or brief dedication.
- No commercial advertising, logos, political messages, or religious messages are permitted
- Final wording, size, material, and placement shall be approved by the Village

The Village reserves the right to reject or modify proposed language for any reason.

5. Installation, Maintenance & Replacement

- All installation, planting, and maintenance shall be performed by or under the direction of the Village

- The Village retains sole discretion regarding repair, relocation, or removal due to safety, park redesign, damage, disease (for trees), or operational needs
- The Sponsor shall have no right to replacement or refund if the item is damaged, removed, or relocated

6. No Property Rights

This Agreement does not grant the Sponsor any property interest, easement, naming right, or exclusive use of Village property. The sponsored item remains public property at all times.

7. Indemnification

To the fullest extent permitted by law, the Sponsor agrees to indemnify and hold harmless the Village, its officers, employees, and agents from any claims arising out of the Sponsor's participation in the sponsorship program, except to the extent caused by the Village's negligence.

8. Compliance with Law

This Agreement is subject to all applicable federal, state, and local laws, including the Village Code and any policies adopted by the Board of Trustees.

9. Termination

The Village may terminate this Agreement at any time if it determines that continuation is no longer in the public interest. Upon termination, recognition may be removed without compensation.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and may be amended only in writing, approved by the Village.

11. Governing Law

This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF:

VILLAGE OF NYACK

By: _____

Name: _____

Title: _____

Date: _____

SPONSOR

Signature: _____

Name (Print): _____

Address: _____

Email: _____

Date: _____

EXHIBIT A: ITEM LIST WITH PRICES AND MAP LOCATIONS

Item	Item Price	Map Location
Tree - Black Gum	\$750	T1
Tree - River Birch	\$750	T2
Tree - River Birch	\$750	T3
Tree - Black Gum	\$750	T4
Tree - Black Gum	\$750	T5
Tree - Black Gum	\$750	T6
Tree- Swamp White Oak	\$750	T7
Tree - River Birch	\$750	T8
Tree- Swamp White Oak	\$750	T9
Tree - River Birch	\$750	T10
Tree - Black Gum	\$750	T11
Tree - River Birch	\$750	T12
Tree - Black Gum	\$750	T13
Tree - River Birch	\$750	T14
Tree - Black Gum	\$750	T15
Tree - River Birch	\$750	T16
Tree - Black Gum	\$750	T17
Tree - River Birch	\$750	T18
Benches - 8 foot with back	\$4,000	B1

Benches - 6 foot with back	\$3,750	B2
Benches - 6 foot with NO BACK	\$3,750	B6
Benches - 6 foot with back	\$3,750	B7
Benches - 6 foot with back	\$3,750	B8
Benches - 6 foot with back	\$3,750	B9
Benches - 6 foot with back	\$3,750	B10
Benches - 6 foot with back	\$4,000	B11
Benches - 6 foot with back	\$4,000	B12
Benches - 8 foot with back	\$4,000	B5
Benches - 8 foot with back	\$4,000	B3
Benches - 8 foot with back	\$4,000	B4
Chess Table	\$4,100	C1
Chess Table	\$4,100	C2
Chess Table	\$4,100	C3
Picnic tables - 8 foot	\$4,180	P1
Picnic tables - 8 foot	\$4,180	P2
Picnic tables - 8 foot	\$4,180	P6
Picnic tables - 6 foot	\$3,580	P3
Picnic tables - 6 foot	\$3,580	P4
Picnic tables - 6 foot	\$3,580	P5

EXHIBIT B: MAP

