

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

July 24, 2025 7:30 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 Hearings –

8:00 PM Cannabis - to consider a proposed Local Law that, if adopted, will amend the Zoning Code so as to establish the required minimum distance between the location of an adult-use retail (recreational) cannabis dispensary and the locations of (i) other non-medical cannabis dispensaries, (ii) elementary or secondary schools, and (iii) houses or places of worship.

8:05 PM Park Use - to consider a proposed Local Law that, if adopted, will amend Chapter 250 so as to more efficaciously manage group use of village parks and recreation areas, so that their appurtenant facilities, play structures and recreational apparatuses are always available and accessible to all patrons.

5. Adoption of Minutes – Minutes 6-26-25

6. Presentation: Thomas Schneck, Visit Nyack, Nyack Tourism Grant Recommendations

7. 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.

7.1 Resolution No. 2025-117 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 July 24, 2025.

RESOLVED, that General Fund Claims set forth on pages 1 through 21 in the below-listed amounts are approved for payment:

General Fund– \$ 333,438.31

Parking Fund – \$ 74,539.16

Water Fund – \$ 28,338.89

Capital Projects Fund – Water Improvements \$38,674.09

7.2 Resolution No. 2025-118: Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application for a Youth Gospel Concert in Memorial Park

RESOLVED, the Board of Trustees of the Village of Nyack approves an application for the use of the Memorial Park gazebo by Joanne Thompson of Berea Church, Nyack, for a Youth Gospel Concert, Saturday, July 26, 3-6 PM (raindate August 2).

7.3 Resolution No. 2025-119: Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application for a Children’s Bike Safety Event in Memorial Park

RESOLVED, the Board of Trustees of the Village of Nyack approves an application for the use of the Memorial Park paved area and gazebo by Nyack YMCA for a children’s bicycle safety event, Saturday, July 26, 9 AM – noon (raindate July 27).

7.4 Resolution No. 2025-120: Resolution, of the Board of Trustees of the Village of Nyack, to award the 2025 Sidewalk and Curb Improvements Contract to Terra Ferma Contracting

WHEREAS, the Nyack Village Board previously obtained a CDBG grant of \$300,000 for, and authorized the bidding of, a public works project for the north side of the Village, including Jefferson St, Marion St, Third Ave, First Ave and N. Franklin St.

WHEREAS, bids were opened on July 8, 2025 (a total of seven bids were received), and the lowest responsible bid for the project was received from Terra Ferma Contracting (Base Bid amount of \$47,520; Alternate 1, \$59,460; Alternate 2, \$11,900; Alternate 3, \$54,055; Alternate 4, \$15,100) for a total bid of \$188,035.

WHEREAS, the Village Engineer has reviewed the bids, and recommended the award of the project to Terra Ferma Contracting, by letter dated July 14, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NYACK VILLAGE BOARD AS FOLLOWS:

That the Village Administrator is authorized to contract with Terra Ferma Contracting for the 2025 Sidewalk and Curb Improvements in the amount of \$188,035, subject to the approval of the Village Attorney as to the form of the contract.

7.5 Resolution No. 2025-121 Resolution of the Nyack Village Board to approve Eliseo Rivera (Taco Boys) application for a food truck permit for 2025

RESOLVED, the Trustees of the Village of Nyack approve the food truck permit submitted by Eliseo Rivera of Taco Boys, contingent on the full satisfaction of all permit requirements as well as a Fire Safety Inspection, and direct the Village Administrator to work with the permittee to coordinate specific parking location within the Memorial Park and Marina area.

7.6 Resolution No. 2025-122 Resolution of the Nyack Village Board Approving Grants Under the Nyack Hotel Tax Tourism Grant Program

WHEREAS, The Board of Trustees, in recognition of the importance of tourism to local economic development, recently adopted a local law providing for a Hotel Bed Tax in order to fund tourism promotion projects, intends to allocate 50% of this tax revenue, minus an administrative cost of 8%, to tourism promotion projects, and

WHEREAS, The Board of Trustees delegated to the Nyack Business Council the responsibility to advise the Board of Trustees on funding decisions in response to applications for Nyack Tourism Grants, and contracted with Visit Nyack to administer the grant program on behalf of the Village, and the Business Council has received, reviewed and discussed applications, including presentations by applicants to the Business Council; therefore

RESOLVED, the Board of Trustees of the Village of Nyack allocates \$38,000 in funds for the current round of the Nyack Tourism Grant program, and

RESOLVED, based on advice and recommendation from the Nyack Business Council, the Board of Trustees approves the following grants for tourism promotion projects, and directs the Village Administrator to execute all necessary agreements, subject to the review of the Village Attorney, to fund these projects, with any unused grant funds rolled into the next round of the grant program:

APPLICANT	EVENT	RECOMMEND
ACOR	Immersive Dance	\$2,000
Artsrock	Various	\$3,500
Carolyn Doyle	Nyack Fall Gala/Dance Fest	\$1,500
Center for Safety and Change	She is event	\$2,000

Childrens Shakespeare	Family Day	\$1,500
Elmwood	Uniting Artists	\$2,000
Hope Wade	Fashion Week Pop up	\$500
Hudson Valey Mural	Mural	\$2,000
Laura Graham	Secondhand Shop Hop	\$800
Long Path	Hike Nyack	\$3,500
Michael Jameson	Flower Market	\$2,000
Music for Life	Night Out	\$1,500
Nyack Art Collective	First Friday	\$1,500
Nyack Chamber	Halloween, Farmer's Market, Exotic Car	\$2,500
Nyack International Film	Drone Festival	\$3,000
Rivertown Film	Outdoor Movie and Lego Movie	\$2,000
Rock Shop	Rockshop Revolution	\$500
	SUBTOTAL	\$32,300
JAN 2025 APPLICANTS CARRYOVER	EVENT	RECOMMEND
Ecstatic Dance	Ecstatic Dance Event Series	\$1,200
Edward Hopper House	Plein Air Festival	\$500
Modern Druid	Spirit of South Broadway	\$500
Rockland County Jazz & Blues Society	Nyack Jazz Week	\$500
Rockland Pride Center	Various events	\$1,500
Trade + Prosper	Nyack Village Craft Walk	\$1,500
	SUBTOTAL	\$5,700
	TOTAL	\$38,000

7.7 Resolution No. 2025-123: Village of Nyack Board of Trustees Resolution Approving a Memorandum of Agreement with the IBEW regarding a labor contract term of June 1, 2025 to May 31, 2028

WHEREAS, the IBEW represents unionized Village employees in all matters pertaining to compensation, the last collective bargaining agreement expired in May 2025, and the parties have agreed on terms for another three-year labor contract.

WHEREAS, the proposed agreement provides for salary,

WHEREAS, IBEW membership ratified the attached Memorandum of Agreement, appended hereto as “ATTACHMENT A,”.

RESOLVED, the Trustees of the Village of Nyack approve the attached Memorandum of Agreement, “Attachment A”.

7.8 Resolution No. 2025-124: Village of Nyack Board of Trustees Resolution Approving a cost share agreement (Attachment D) with Town of Clarkstown pertaining to repaving of Benson, Doscher, Hobe and Patterson streets in West Nyack after the completion water main replacement work.

WHEREAS, it is more efficient and cost effective for the Nyack Water Department to share the cost of Clarkstown’s project to repave Benson, Doscher, Hobe and Patterson streets in West Nyack, rather than contract for pavement repairs directly.

RESOLVED, the Nyack Water Department will pay Town of Clarkstown \$47,298 for its share of the repaving cost, and authorize the Mayor to sign the attached cost share agreement letter (Attachment D).

7.9 Resolution No. 2025-125: Village of Nyack Board of Trustees Resolution Approving a park event application from Nyack YMCA for summer basketball, Thursdays, 6-8 PM, July 17 to August 28, 2025.

RESOLVED, the Trustees of the Village of Nyack approve a park use permit application from Nyack YMCA to run a free youth basketball program in Memorial Park, Thursdays, 6-8 PM, July 17 to August 28, 2025.

7.10 Resolution No. 2025-126: Village of Nyack Board of Trustees Resolution Approving purchase of one (1) new MT100 Mini Track loader with attachments from Bobcat of North Jersey Corp., Totowa, NJ, under Sourcewell contract #020223-CEC

WHEREAS, the Village seeks to purchase one (1) new MT100 Mini Track Loader; and

WHEREAS, pursuant to NYS General Municipal Law § 103(16), a village is authorized to make purchases of apparatus, materials, equipment and supplies, as required, through the use of a contract let by the United States, or any agency thereof, or any state or any other political subdivision or district therein, if such contract was let to the lowest responsible bidder, or on the basis of best value, in a manner consistent with GML § 103 and specifically made available to other municipalities; and

WHEREAS, Sourcewell is a public entity whose creation was authorized by the State of Minnesota, pursuant to Minn. Stat. § 123A.21; and

WHEREAS, Sourcewell is permitted to engage in cooperative purchasing, pursuant to Minn. Stat. § 471.345, for supplies, materials and equipment based on sealed competitive bid, direct negotiation or best value, based on the estimated cost of the item; and

WHEREAS, the Village of Nyack is a member agency of Sourcewell; and
WHEREAS, on or about December 6, 2022, Sourcewell issued Request for Proposal #020223 for the procurement of “Medium Duty and Compact Construction Equipment with Related Attachments”; and

WHEREAS, on February 2, 2023, responses to the aforesaid RFP were publicly opened and recorded; and

WHEREAS, upon evaluation of the responses to the aforesaid RFP, Contract #020223-CEC was awarded to Clark Equipment Company, of West Fargo, North Dakota (“Clark”), which contract includes the MT100 Mini Track Loader now required by the Village; and

WHEREAS, by its express terms, Sourcewell Contract #020223-CEC is made available to member agencies, including the Village of Nyack; and

WHEREAS, BOBCAT OF NORTH JERSEY, located at 201 Maltese Drive, Totowa, NJ, 07512 (“Bobcat”), is Clark’s local distributor for equipment under the Sourcewell Contract; and

WHEREAS, Bobcat has submitted a price quote to the Village under the Clark Equipment Company Contract, dated March 7, 2025, for the required mini track loader, in the amount of FORTY-ONE THOUSAND SEVEN HUNDRED NINE DOLLARS AND 58/100 (\$41,709.58), inclusive of all materials, labor, warranty and other costs, and otherwise in conformity with every term, condition and specification of the Sourcewell Contract Bid and Award; and

WHEREAS, the Village Superintendent of Public Works has informed the Board that the Bobcat price is fair and reasonable and will allow the Village to satisfy an immediate need, within a reasonable period of time,

NOW, THEREFORE, BE IT RESOLVED, that the Village Board hereby authorizes the purchase one (1) new MT100 Mini Track Loader from Bobcat of North Jersey of Totowa, NJ, at a total cost of FORTY-ONE THOUSAND SEVEN HUNDRED NINE DOLLARS AND 58/100 (\$41,709.58), and further authorizes the Mayor, Treasurer and/or Village Administrator to take such further action, and to execute such further documents, as may be necessary to effectuate such purchase.

7.11 Resolution No. 2025-127: Village of Nyack Board of Trustees Resolution Approving purchase of an Archer 1200 Barrier System with Necessary Attachments and Equipment for street closure security from Meridian Rapid Defense Group Sales LLC, Pasadena, CA, Under GSA Contract #47QSWA19DO001F

WHEREAS, the Village seeks to purchase an Archer 1200 Barrier System with necessary attachments and equipment for street closure security; and

WHEREAS, pursuant to NYS General Municipal Law § 103(16), a village is authorized to make purchases of apparatus, materials, equipment and supplies, as required, through the use of a contract let by the United States, or any agency thereof, or any state or any other political subdivision or district therein, if such contract was let to the lowest responsible bidder, or on the basis of best value, in a manner consistent with GML § 103 and specifically made available to other municipalities; and

WHEREAS, the General Services Administration is a governmental entity;

WHEREAS, the General Services Administration, Federal Acquisition Service, maintains a Multiple Award Schedule with contracts available to governmental entities; and

WHEREAS, on July 16, 2024, the General Services Administration issued Contract #47QSWA19D0001F to Meridian Rapid Defense Group for Physical Access Control Systems, which contract includes the Archer 1200 Barrier system now required by the Village; and

WHEREAS, by its express terms, General Services Administration Contract #47QSWA19D001F is made available to state and local governments, including the Village of Nyack; and

WHEREAS, Meridian Rapid Defense Group Sales LLC has submitted a price quote to the Village under the General Services Administration Contract, dated July 17, 2025, for the required barrier system, in the amount of ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS AND 98/100 (\$150,736.98), inclusive of all materials, labor, warranty and other costs, and otherwise in conformity with every term, condition and specification of the General Services Administration Contract; and

WHEREAS, the Village Administrator has informed the Board that the Meridian price is fair and reasonable and will allow the Village to satisfy an immediate need for improved street closure security, within a reasonable period of time,

NOW, THEREFORE, BE IT RESOLVED, that the Village Board hereby authorizes the purchase of an Archer 1200 Barrier System from Meridian Rapid Defense Group of Pasadena, CA, at a total cost of ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS AND 98/100 (\$150,736.98), and further authorizes the Mayor, Treasurer and/or Village Administrator to take such further action, and to execute such further documents, as may be necessary to effectuate such purchase.

7.12 Resolution No. 2025-128: Village of Nyack Board of Trustees Resolution Approving a Grant Application to NYS Department of State Office of Planning, Development and Community Infrastructure Environmental Protection Fund Local Waterfront Revitalization Program for Funding for the Project Entitled “Restoring and Enhancing Resiliency of Nyack’s Waterfront Park”

WHEREAS, With funding from the New York State Department of State, the Village of Nyack updated its Local Waterfront Revitalization Program with a focus on: Conducting a reassessment of assets and resources and developing recommendations for resiliency strategies that reduce risks to infrastructure and property from sea level rise and climate change, that enable economic revitalization and that preserve and enhance coastal natural resources; and insuring that the planning and design work currently underway is consistent with the policies and programs for waterfront revitalization in the 21st Century;

WHEREAS, The creation of waterfront walkway on Village land and development of waterfront amenities to increase access to the Hudson River was designated a priority project in the Updated LWRP (approved 2021);

WHEREAS, With funding from NYS DOS, the Village of Nyack has completed the Village Marina section of the waterfront walkway, and is in the process of completing planning for the construction of the Memorial Park section;

WHEREAS, The deteriorating condition of the Inlet Banks threaten the Marina section of the Walkway undermining the Walkway and several pieces of furniture, and inhibit the Village from installing the Memorial Park section of the Walkway, as the eroding banks, the jumble of fallen riprap and deteriorated outfalls on the north side of the Inlet will undermine the soon to be constructed Memorial Park section of the Walkway;

WHEREAS, The deteriorating condition of the Inlet Banks must be addressed given the increasing number of heavy weather events the Village is experiencing;

WHEREAS, The public has provided input in workshops and public hearings held throughout the process to update the LWRP and is similarly involved currently in the planning and implementation of projects to restore and enhance Memorial Park and Marina with a focus on resiliency, and has made its support known for restoring the Inlet Banks and enhancing resiliency of the park through the installation of riparian habitat and green infrastructure where feasible

WHEREAS, The Village is committed to enhancing the resiliency of its incomparable waterfront park utilizing green infrastructure and natural elements where ever feasible;

WHEREAS, The Village is in need of financial assistance to repair and restore the Inlet Banks essential for protecting the Marina Walkway, for enhancing access to the Hudson and for ensuring the soon to be constructed Memorial Park Walkway will be protected from the impacts of climate change, and the Clean Water, Clean Air and Green Jobs Environmental Bond Act of 2022 provides such financial assistance;

WHEREAS, The Village of Nyack deems it to be in the public interest and benefit to authorize and direct Joe Rand, as Mayor of the Village of Nyack, New York, to file an application for funds to New York State Department of State for Bond Act funding for

implementing the project entitled “Restoring and Enhancing Resiliency of Nyack’s Waterfront Park”

NOW, THEREFORE, BE IT RESOLVED BY MEMBERS OF THE NYACK VILLAGE BOARD AS FOLLOWS:

1. That Joe Rand, as Mayor, is hereby authorized to file an application for funding through the Consolidated Funding Application process to the Department of State, Office of Planning, Development and Community Infrastructure;
2. That the Village of Nyack agrees that it will fund its portion of the cost of the Project and that these funds will be available to initiate the Project's work upon execution of a contract with the Department of State.

7.13 Resolution No. 2025-129: Village of Nyack Board of Trustees Resolution Approving the purchase of one (1) new 2024 Ford F350 Super Duty SRW 4x4 crew cab with plow attachment and strobe lighting from Paramus Ford, Inc. d/b/a All American Ford of Paramus under NYS OGS contract award #PC70440

WHEREAS, the Village of Nyack seeks to purchase a new 2024 Ford F350 Super Duty SRW 4x4 Crew Cab vehicle, equipped with an 8.5’ Western plow and strobe lighting (hereinafter the “Vehicle”); and

WHEREAS, pursuant to NYS General Municipal Law § 104, a village is authorized to make purchases of commodities, materials, equipment, technology, food products or services through the NYS Office of General Services, provided such purchase shall exceed \$500.00 and the village shall accept sole responsibility for any payment due to the vendor; and

WHEREAS, in or about November 14, 2019 (thereafter revised), as part of Solicitation 23166, the NYS Office of General Services awarded contract #PC70440, Group 40440 (Statewide), to Paramus Ford, Inc. of Paramus, New Jersey d/b/a All American Ford of Paramus (“All American”), for the procurement of “Vehicles, Class 1-8”, for the period November 14, 2019 through November 13, 2029, which procurement was expressly made available to political subdivisions of the state; and

WHEREAS, included among the categories and items of equipment and accessories available for purchase from All American under Award #23166 is the Vehicle required by the Village at a total cost of \$72,528.65, as set forth in a certain price quotation from All American, dated 07/21/2025; and

WHEREAS, the Village of Nyack wishes to take advantage of the State’s procurement contract with All American and purchase the said Vehicle at the aforesaid price, for which it is willing to assume sole responsibility for payment to the vendor,

NOW, THEREFORE, BE IT RESOLVED, that the Village Board hereby authorizes the purchase of one (1) new 2024 Ford F350 Super Duty SRW 4x4 Crew Cab Truck with related accessories, including a 8.5’ Western plow and strobe lighting from All American Ford of Paramus, New

Jersey, at a total cost of SEVENTY-TWO THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND SIXTY-FIVE CENTS (\$72,528.65), the cost of which shall be reimbursed from Public Works funds;

AND BE IT FURTHER RESOLVED, that the Mayor, Village Administrator and/or Treasurer is authorized to take such further action, and to execute such further documents, as may be necessary to effectuate such purchase.

7.14 Resolution No. 2025-130: Resolution, of the Board of Trustees of the Village of Nyack to amend Article III of Chapter 250 of the Village Code, so as to more efficaciously manage group use of village parks and recreation areas, so that their appurtenant facilities, play structures and recreational apparatuses are always available and accessible to all patrons.

At 8:05 M PM, during a regular meeting of the Board of Trustees of the Village of Nyack (“Village”), convened on July 24, 2025 (“Public Hearing date”), the below-described Public Hearing was (i) opened, *or* (ii) was opened at, and continued from, a prior meeting (or meetings), *or* (iii) was opened at, continued from, and closed at, a prior meeting (or meetings); and the following Resolution was duly offered and seconded, to wit:

WHEREAS, the Village Board of Trustees (“Village Board”) is the duly elected legislative body of the Village, and authorized to adopt Local Laws amending the Village Code, including amendments to the regulations embodied in Chapter 250 Parks and Recreation thereto.

WHEREAS, the Village Board has published a Notice of Public Hearing in the Journal News, digitally posted said Notice on the Village’s website, and physically posted the Notice on the Village’s official bulletin board, in accordance with NYS Municipal Home Rule Law §20, with regard to proposed text amendments to the Village Code, which amendments are summarized as follows: the proposed Local Law, if adopted by the Village Board, will amend Article III of Chapter 250 Parks and Recreation of the Village Code, so as to more efficaciously manage group use of village parks and recreation areas, so that their appurtenant facilities, play structures and recreational apparatuses are always available and accessible to all patrons, which Local Law is appended hereto, made a part hereof and marked as “ATTACHMENT C.”

WHEREAS, a copy of the proposed Local Law was provided to the Village Board, in accordance with NYS Municipal Home Rule Law §20.

WHEREAS, following compliance with all public notice requirements as mandated by the applicable NYS statute(s) and the Village Code, and distribution of the proposed Local Law to the Village Board as per NYS Municipal Home Rule Law §20(4), on the Public Hearing date the Village Board (i) opened, *or* (ii) previously opened at a prior meeting, and held open/continued, *or* (iii) previously opened and held open/continued, and closed, at a prior meeting (or meetings), a Public Hearing on the proposed Local Law.

WHEREAS, the Village Board finds, after reviewing the proposed Local Law, and after hearing from the Nyack Parks Commission, that this Local Law will clarify factors to consider in granting permits for groups to use the park.

NOW, THEREFORE, based on all of the documentation and information before the Village Board, and the findings and determinations made herein;

BE IT RESOLVED that the Village Board hereby adopts the Local Law in the form and substance as appended hereto as “ATTACHMENT C,” and as same may have been amended “by-hand” during the Public Hearing.

7.15 Resolution No. 2025-131: Resolution, of the Board of Trustees of the Village of Nyack, to amend Chapter 360 (Zoning) of the Village Code, so as to modify, and clarify, proximity regulations regarding adult-use retail (recreational) cannabis dispensaries (none for medical dispensaries).

At 8:00 PM, during a regular meeting of the Board of Trustees of the Village of Nyack (“Village”), convened on July 24, 2025 (“Public Hearing date”), the below-described Public Hearing was (i) opened, *or* (ii) was opened at, and continued from, a prior meeting (or meetings), *or* (iii) was opened at, continued from, and closed at, a prior meeting (or meetings); and the following Resolution was duly offered and seconded, to wit:

WHEREAS, the Village Board of Trustees (“Village Board”) is the duly elected legislative body of the Village, and authorized to adopt Local Laws amending the Village Code, including amendments to the zoning regulations embodied in Chapter 360 (Zoning) of the Village Code (“Zoning Code”).

WHEREAS, the Village Board has published a Notice of Public Hearing in the Journal News, digitally posted said Notice on the Village’s website, and physically posted the Notice on the Village’s official bulletin board, in accordance with NYS Municipal Home Rule Law §20, with regard to proposed text amendments to the Zoning Code, which amendments are summarized as follows: the proposed Local Law, if adopted by the Village Board, will enhance the economic and commercial viability, and preserve the livability, quality of life and aesthetic character, of the Village’s businesses, commercial uses and residences in the Downtown Mixed Use-1 (DMU-1), Downtown Mixed Use-2 (DMU-2) and Corridor Commercial (CC) Zoning Districts, and their surrounding neighborhoods, by establishing the required minimum distance between the location of an adult-use retail (recreational) cannabis dispensary and the locations of (i) other non-medical cannabis dispensaries, (ii) elementary or secondary schools, and (iii) houses or places of worship; which Local Law is appended hereto, made a part hereof and marked as “ATTACHMENT B.”

WHEREAS, copies of:

- (i). the proposed Local Law,

- (ii). the narrative Memo of Robert (“Bob”) Galvin, AICP, Village Planner (“Village Planner”), dated June 30, 2025 (“narrative Memo”),
- (v). the State Environmental Quality Review Act (“SEQRA”) Part 1 (entitled Project Information) of the Short Environmental Assessment Form (“EAF”), prepared, and signed, by the Village Planner, dated June 30, 2025,
- (vi). Part 2 of the SEQRA EAF (entitled Impact Assessment), prepared and recommended by the Village Planner, dated June 30, 2025,
- (vii). Part 3 of the SEQRA EAF (entitled Determination of Significance), prepared and recommended by the Village Planner, dated July 21, 2025;

were all provided to the Village Board, in accordance with NYS Municipal Home Rule Law §20.

WHEREAS, following compliance with all public notice requirements as mandated by the applicable NYS statute(s) and the Village Code, and distribution of the proposed Local Law to the Village Board as per NYS Municipal Home Rule Law §20(4), on the Public Hearing date the Village Board (i) opened, *or* (ii) previously opened at a prior meeting, and held open/continued, *or* (iii) previously opened and held open/continued, and closed, at a prior meeting (or meetings), a Public Hearing on the proposed Local Law.

WHEREAS, the Rockland County Planning Department, pursuant to NYS General Municipal Law (“GML”) §239-1, *et seq.*, reviewed the proposed Local Law and provided a GML review report to the Village Board, dated July 21, 2025 (“GML report”), which GML report made a finding of no significant county-wide or inter-community impact and therefore, no recommendations were made regarding the proposed legislation.

WHEREAS, prior to the Public Hearing, the Village Board sought comments on the proposed Local Law from the Village Planning Board, as per Village Code §360-5.6(B)(3)(a); and the Planning Board reviewed the Local Law at its meeting held on July 7, 2025, and provided a written advisory opinion/recommendation to the Village Board offering the following suggested changes: that adult retail (recreational) cannabis dispensaries be limited to the Corridor Commercial (CC) Zoning District, which the Planning Board acknowledges would require a different and/or additional amendment to the Zoning Code; and that a new sub-division “(iv)” be added to establish a 500’ minimum distance away from a Public Youth Facility as defined, and prescribed, in applicable NYS cannabis law/regulations. Although not part of this advisory opinion/recommendation, the Planning Board would like the Village Board of Trustees to make every possible effort to enforce the closure/shutting down of illegal cannabis dispensaries in the Village. The Planning Board recognizes that this would require the services of law enforcement agencies.

WHEREAS, there being no other SEQRA Involved Agency, as an additional part of this Resolution herein, if adopted on the Public Hearing date, the Village Board declares itself to be, and assumes the role of, SEQRA Lead Agency.

WHEREAS, the Village Board, after reviewing the Waterfront Assessment Form for Local Waterfront Revitalization Plan (LWRP) Consistency Review, prepared and recommended by the Village Planner, dated June 30, 2025, and after considering all of the discussion and analysis by the Village Board with respect to the documents referenced and considered by the Village Board at its Public Hearing held on the Public Hearing date, and at any prior Public Hearings that were held open, and continued, to the Public Hearing date, the Village Board finds and determines that the proposed Local Law is consistent with the LWRP and the Village's Comprehensive Master Plan.

WHEREAS, the Village Board, acting in its capacity as the SEQRA Lead Agency, and after reviewing the aforementioned Part 1, Part 2 and Part 3 of the SEQRA EAF, which SEQRA EAF Parts 1 through 3 were all prepared and recommended, on behalf of the Village Board, by the Village Planner; the Village Board hereby adopts the said SEQRA EAF Parts 1 through 3, and incorporates them by reference as if fully set forth herein.

THEREFORE, BE IT RESOLVED, that the Village Board, after conducting a "hard look" review of all environmental factors, including, but not limited to, all of the said SEQRA EAF Parts 1 through 3, and the Village Planner's narrative Memo, hereby determines that there will be no potential significant adverse environmental impacts resulting from the Village Board's adoption of the proposed Local Law, and makes a Determination of Non-Significance under SEQRA, thereby determining and issuing a SEQRA Negative Declaration.

BE IT FURTHER RESOLVED that the Village Board finds, after reviewing the proposed Local Law and the Village Planner's narrative Memo, that this Local Law, if adopted by the Village Board, will enhance the economic and commercial viability, and preserve the livability, quality of life and aesthetic character, of the Village's businesses, commercial uses and residences in the Downtown Mixed Use-1 (DMU-1), Downtown Mixed Use-2 (DMU-2) and Corridor Commercial (CC) Zoning Districts, and their surrounding neighborhoods, by establishing the required minimum distance between the location of an adult-use retail (recreational) cannabis dispensary and the locations of (i) other non-medical cannabis dispensaries, (ii) elementary or secondary schools, and (iii) houses or places of worship.

NOW, THEREFORE, based on all of the documentation and information before the Village Board, and the findings and determinations made herein;

BE IT RESOLVED that the Village Board hereby adopts the Local Law in the form and substance as appended hereto as "ATTACHMENT B," and as same may have been amended "by-hand" during the Public Hearing.

7.16 Resolution No. 2025-132: Village of Nyack Board of Trustees Resolution to Declare as Surplus and authorize auction of a 2012 Parking Authority Vehicle

RESOLVED, the Village Board of the Village of Nyack declares as surplus, Parking Authority vehicle, 2012 Ford Transit VIN #NM0LS7DN5CT113075, and authorizes to auction this item through Auctions International.

7.17 Resolution No. 2025-133: Village of Nyack Board of Trustees Resolution to Approve Muhamad Melhees (Uncle Mike's Ice Cream) Application for a Food Truck Permit for 2025

RESOLVED, the Board of Trustees of the Village of Nyack approves a food truck permit submitted by Muhmad Melheess, doing business as Uncle Mike's Ice Cream, contingent on the full satisfaction of all permit requirements as well as a Fire Safety Inspection, and hereby direct the Village Administrator to work with the permittee to coordinate specific parking location within the Memorial Park and Marina areas.

7.18 Resolution No. 2025-134: Village of Nyack Board of Trustees Resolution Approving Mayor's Appointment of members to the Public Arts Advisory Committee

WHEREAS, the arts are an essential part of Nyack's heritage, identity, and downtown revitalization strategy,

WHEREAS, the Village of Nyack Board of Trustees wishes to obtain the guidance of experienced stakeholders and more generally involve the community in planning and reviewing opportunities for public art, such as public murals, sculptures and lighting, specifically with regard to expected public murals proposals and other projects requiring Board of Trustees approval,

WHEREAS, having appointed Kris Burns chair and Bill Batson to lead this committee on June 26, 2025, that the Mayor's appointment of the following individuals to serve as an ad hoc Public Arts Advisory Committee, is approved:

NAMES of MEMBERS

RESOLVED, that the Public Arts Advisory Committee shall schedule an initial public meeting, inventory both existing and potential public arts projects within Nyack, and regularly report to the Board of Trustees as to its findings.

7.19 Resolution No. 2025-135: Village of Nyack Board of Trustees Resolution Approving Mayor's Appointment of NAME to the Planning Board

RESOLVED, that the Mayor's appointment NAME as a member of the Planning Board, for a term of five years, to expire December 31, 2029, is hereby approved.

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

8.1 – Orangetown Police Department

8.2 - Village Attorney

8.3 – Village Administrator - NYF Planning Process

8.4 - Village Clerk

9. Old Business

10. New Business

11. Communications

11.1 Ekatarina Osipova, Best Buddies International, Inc., Best Buddies Bike Run NYC 2025, Saturday, October 4, 8:30 AM - 10:00 AM.

11.2 Kula for Karma, Healing on Hudson self-care event honoring World Mental Health, 30-40 attendees, Saturday, October 4, 2025, 4:00 – 5:30 PM, Memorial Park gazebo.

12. Public Comment

13. Executive Session

14. Adjournment

ATTACHMENT B

**LOCAL LAW NO. ____ OF 2025,
AMENDING CHAPTER 360 (ZONING) OF THE CODE OF
THE VILLAGE OF NYACK, SO AS TO MODIFY, AND
CLARIFY, PROXIMITY REGULATIONS REGARDING
ADULT-USE RETAIL (RECREATIONAL) CANNABIS
DISPENSARIES – NONE FOR MEDICAL DISPENSARIES
(DRAFT 06/13/2025)**

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 adopt amendments to the Zoning Code (Chapter 360) of the Code of the Village of Nyack (“Village”), which will enhance the economic and commercial viability, and preserve the livability, quality of life and aesthetic character, of the Village’s businesses, commercial uses and residences in the Downtown Mixed Use-1 (DMU-1), Downtown Mixed Use-2 (DMU-2) and Corridor Commercial (CC) Zoning Districts, and their surrounding neighborhoods, by establishing the required minimum distance between the location of an adult-use retail (recreational) cannabis dispensary and the locations of (i) other **non**-medical cannabis dispensaries, (ii) elementary or secondary schools, and (iii) houses or places of worship.

Section 2 – Sub-Sub-Paragraph “c,” of Sub-Paragraph “11” (Adult-use retail dispensary), of Paragraph “B” (Commercial uses), of §360-3.2 (Use-specific standards), of Chapter 360 (Zoning), of the Code of the Village of Nyack is amended to read as follows:

A property lot, on which is sited a building or structure associated with a licensed adult-use retail dispensary, as defined in §3(46), §3(47) and §72 of the Cannabis Law of the State of New York (“NYS Cannabis Law”), which type of dispensary is sometimes commonly referred to as a recreational dispensary, shall be located a minimum distance of:

- (i) 500 feet away from a property lot on which is sited a building or structure used and occupied primarily, predominantly and principally as an elementary or secondary school, so long as such building or structure was primarily, predominantly and principally used and occupied as an elementary or secondary school prior to the date of the licensing of the adult-use retail dispensary;
- (ii) 200 feet away from a property lot on which is sited a building or structure used and occupied primarily, predominantly and principally as a house or place of worship, so

long as such building or structure was primarily, predominantly and principally used and occupied as a house or place of worship prior to the date of the licensing of the adult-use retail dispensary; and

- (iii) 2,000 feet away from a property lot on which is sited a building or structure used and occupied by another NYS licensed adult-use retail dispensary, so long as the other adult-use retail dispensary was licensed prior to the date of the new licensing of the (a) adult-use retail dispensary or (b) licensed conversion of a registered organization, as defined in NYS Cannabis Law §3(43), Article 3 of NYS Cannabis Law, and NYS Cannabis Law §34 (sometimes commonly referred to as a medical dispensary), to an adult-use retail dispensary or hybrid medical-adult-use retail dispensary.

In this sub-sub-paragraph “c,” the terms “licensed,” and “licensing,” shall have the meaning of a cannabis dispensary that has a subsisting NYS license to fully open, operate and conduct business under its applicable NYS license; and all distance measurements shall be calculated and measured as per §119.1 and/or §119.4, as applicable, of Part 119, Chapter II, Subtitle B, Title 9 of the New York Codes, Rules and Regulations (NYCRR).

Section 3 – 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 4 – 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.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO
			YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO
			YES
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	NO	YES	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
16. Is the project site located in the 100 year flood plain?	NO	YES	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____	NO	YES	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Memo

To: Village Attorney, Village Administrator, Building Inspector

From: Bob Galvin, Village Planner

Date: 6/30/25

Re: Narrative Proposed Zoning Amendment to eliminate minimum proximity distance for medical dispensaries from other dispensaries in LL2 of 2025

BACKGROUND MEDICAL CANNABIS

A medical dispensary is a place where registered patients can buy medical cannabis products in New York State. These dispensaries are operated by registered organizations and are governed by the Office of Cannabis Management (OCM). Patients must re-enroll in the program every three years.

Cannabis became legal in New York State for medical use when the Medical Cannabis Program was implemented in 2016. Adult-Use (also known as recreational) Cannabis was legalized in New York State when the Marihuana Regulation & Taxation Act (MRTA) was signed on March 31, 2021 under OCM.

There is only one operational Medical Dispensary in Rockland County. This is located at 345 Route 304 (Sunnyside) in Bardonia and was opened on 1/25/19.

LEGISLATIVE CHANGE

The purpose of the proposed zoning text change amendment is to clarify the minimum proximity distance for medical dispensaries from other dispensaries in LL 2 of 2025. The Village Attorney has researched the minimum distance of 2000' between a recreational dispensary and a medical dispensary that was recently enacted in LL 2 of 2025. The minimum distance of 2000' between a recreational dispensary and

a medical dispensary was in effect until 2024. However, the minimum distance proscription, relating to medical dispensaries, ceased to be a requirement after December of 2023 and is no longer in effect. Therefore, the aforesaid 2,000’ minimum distance restriction of LL 2 of 2025, to the extent applied to medical dispensaries, is preempted by NYS law, and, therefore, unenforceable by the Village. The elimination of the minimum proximity distance around medical dispensaries recognizes this NYS legislative change.

PROPOSED LEGISLATION

**LOCAL LAW NO. ____ OF 2025,
AMENDING CHAPTER 360 (ZONING) OF THE CODE OF
THE VILLAGE OF NYACK, SO AS TO MODIFY, AND
CLARIFY, PROXIMITY REGULATIONS REGARDING
ADULT-USE RETAIL (RECREATIONAL) CANNABIS
DISPENSARIES – NONE FOR MEDICAL DISPENSARIES
(DRAFT 06/13/2025)**

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 adopt amendments to the Zoning Code (Chapter 360) of the Code of the Village of Nyack (“Village”), which will enhance the economic and commercial viability, and preserve the livability, quality of life and aesthetic character, of the Village’s businesses, commercial uses and residences in the Downtown Mixed Use-1 (DMU-1), Downtown Mixed Use-2 (DMU-2) and Corridor Commercial (CC) Zoning Districts, and their surrounding neighborhoods, by establishing the required minimum distance between the location of an adult-use retail (recreational) cannabis dispensary and the locations of (i) other non-medical cannabis dispensaries, (ii) elementary or secondary schools, and (iii) houses or places of worship.

Section 2 – Sub-Sub-Paragraph “c,” of Sub-Paragraph “11” (Adult-use retail dispensary), of Paragraph “B” (Commercial uses), of §360-3.2 (Use-specific standards), of Chapter 360 (Zoning), of the Code of the Village of Nyack is amended to read as follows:

A property lot, on which is sited a building or structure associated with a licensed adult-use retail dispensary, as defined in §3(46), §3(47) and §72 of the Cannabis Law of the State of New York (“NYS Cannabis Law”), which type of dispensary is sometimes commonly referred to as a recreational dispensary, shall be located a minimum distance of: (i) (ii) 500 feet away from a property lot on which is sited a building or structure used and occupied primarily, predominantly and principally as an elementary or secondary school, so long as such building or structure was primarily, predominantly and principally used and occupied as an elementary or secondary school prior to the date of the licensing of the adult-use retail dispensary; 200 feet away from a property lot on which is sited a building or structure used and occupied primarily, predominantly and principally as a house or place of worship, so long as such building or structure was primarily, predominantly and principally used and occupied as a house or place of worship prior to the date of the licensing of the adult-use retail dispensary; and (iii) 2,000 feet away from a property lot on which is sited a building or structure used and occupied by another NYS licensed adult-use retail dispensary, so long as the other adult-use retail dispensary was licensed prior to the date of the new licensing of the (a) adult-use retail dispensary or (b) licensed conversion of a registered organization, as defined in NYS Cannabis Law §3(43), Article 3 of NYS Cannabis Law, and NYS Cannabis Law §34 (sometimes commonly referred to as a medical dispensary), to an adult-use retail dispensary or hybrid medical-adult-use retail dispensary. In this sub-sub-paragraph “c,” the terms “licensed,” and “licensing,” shall have the meaning of a cannabis dispensary that has a subsisting NYS license to fully open, operate and conduct business under its applicable NYS license; and all distance measurements shall be calculated and measured as per §119.1 and/or §119.4, as applicable, of Part 119, Chapter II, Subtitle B, Title 9 of the New York Codes, Rules and Regulations (NYCRR).

Section 3 – 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 4 – 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.

ATTACHMENT C

**LOCAL LAW NO. ____ OF 2025,
AMENDING ARTICLE III (PARKS AND
RECREATION AREAS) OF CHAPTER 250 (PARKS
AND RECREATION), OF THE CODE OF THE
VILLAGE OF NYACK, SO AS TO MORE
EFFICACIOUSLY MANAGE GROUP USE OF
VILLAGE PARKS AND RECREATION AREAS, SO
THAT THEIR APPURTENANT FACILITIES, PLAY
STRUCTURES AND RECREATIONAL
APPARATUSES ARE ALWAYS AVAILABLE AND
ACCESSIBLE TO ALL PATRONS.**

(06/26/2025 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 §21-2100. The purpose and intent of this Local Law is to adopt amendments to Article III (Parks and Recreation Areas), of Chapter 250 (Parks and Recreation), of the Code of the Village of Nyack, so as to more efficaciously manage group use of Village parks and recreation areas, so that parks and recreation areas, and their appurtenant facilities, play structures and systems, and recreational equipment and apparatuses, are always available and accessible to all patrons of the parks and recreation areas; which amendments, the Board of Trustees of the Village of Nyack (“Village”) finds, and deems, to be necessary to preserve, protect, enhance and improve the quality of life of Village residents and businesses, and their guests, invitees and customers, and the tourists of the Village.

Section 2 – Sub-Paragraph “2,” of Paragraph “G,” of §250-11 (Prohibited acts), of Article III (Parks and Recreation Areas), of Chapter 250 (Parks and Recreation), of the Code of the Village of Nyack, is amended to read as follows:

- (2) For recognizable groups of 40 or more persons, a permit may be issued by the Village Board of Trustees following a vote on the permit application at a regularly scheduled meeting of the Village Board of Trustees.

Section 3 – Sub-Paragraph “2” (Standards for issuance), of Paragraph “D” (Permit), of §250-16 (Merchandising, advertising, signs and other provisions), of Article III (Parks and Recreation Areas), of Chapter 250 (Parks and Recreation), of the Code of the Village of Nyack, is amended to read as follows:

(2) Standards for issuance.

- (a) For recognizable groups of at least 10 persons, but not more than 40 persons, the Village Clerk shall not issue a permit hereunder when she/he finds that any one of the below-listed circumstances are reasonably anticipated to occur, ensue or arise:
 - (i) The proposed activity or use of the park or recreation area (“park”), will unreasonably interfere with, or detract from, the general public’s ability to peaceably use and enjoy the park, or any of its appurtenant facilities, play structures or systems, or recreational equipment or apparatuses (“recreational apparatuses”).
 - (ii) The proposed activity or use of the park will unreasonably interfere with, or detract from, the promotion of public health, welfare, safety, leisure and recreation.
 - (iii) The proposed activity or use of the park is reasonably anticipated to incite violence, crime or disorderly conduct.
 - (iv) The proposed activity or use of the park will entail unusual, extraordinary or burdensome expense, or police operation, by the Village. The applicant shall be advised of any such determination, and be given an opportunity to reimburse the Village for such expenses as a condition of the issuance of any permit pursuant to this Article.
 - (v) The portion of the park, requested for the applicant’s activity or use, has already been reserved for another activity or use on the same date and time requested in the application.
- (b) For recognizable groups of 40 or more persons, the Village Board of Trustees shall not issue a permit hereunder when the Village Board of Trustees finds that any one of the circumstances set forth in the foregoing §250-16(D)(2)(a) are reasonably anticipated to occur, ensue or arise.
- (c) For recognizable groups of 40 or more persons, provided, and on condition, that none of the circumstances set forth in the above §250-16(D)(2)(a) are reasonably anticipated to occur, ensue or arise, the Village Board of Trustees may issue a permit hereunder after the Village Board of Trustees has considered the following criteria and factors, none of which are determinative, either singularly or cumulatively, but shall be weighed in favor of the issuance of a permit:
 - (i) The proposed activity or use of the park is primarily for a charitable or scientific cause.
 - (ii) The proposed activity or use of the park is for a Village sponsored event.
 - (iii) The group’s organizer is not charging a fee to participants or attendees.
 - (iv) The proposed activity or use of the park has a socio-cultural or educational connection to the Village.
 - (v) There is no reasonable alternative to the group’s proposed activity or use than the natural features that are uniquely located at the park.

- (vi) The proposed activity or use of the park is sponsored, and will be operated, by an organization, business, association, civic group or society that is headquartered within the Village.

Section 4 – 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 5 – 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.



VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

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

☐ Application form complete

☐ Liability release and rules agreements signed

☐ Certificate of Insurance

☐ Driver's License copy

APPLICANT/LICENSEE

NAME Rockland County YMCA
ADDRESS 35 S. Broadway
CITY Nyack STATE NY ZIP CODE 10960
DAYTIME PHONE # 845-358-0245 EMAIL: pdonnelly@rocklandymca.org
DATE(S) REQUESTED: 7/26/25 TIME: From 9 AM to 12 PM
(Rain date: 7/27/25)

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

Description of the nature of the activity/purpose: Learn to Bike without
training wheels

Number of Attendees/Participants: 20

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

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

Village Board Approved: Yes ☐ No ☐ Date: _____ / _____ / _____

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves

upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked at any time for violation of any part of the Memorial Park Usage Agreement. All group activities of 10 or more participants require a permit from the Village Clerk; groups of 40 or more require a permit from the Village Board of Trustees.

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

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

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

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

Signature: _____

Date: _____

7/18/25

Insurance Requirements for Use of Village Owned Property

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

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

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

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

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

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

*Village of Nyack
9 North Broadway
Nyack NY 10960*

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, 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:

Philip Donnelly

Signature:

[Signature]

Company Name (if applicable):

Rockland County YMCA

Date:

7/13/25

Please sign, date and return to:

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



ROCKCOU-14

TMALONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2025

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 Acrisure Insurance Partners Services of NY, LLC 90 S. Ridge Street Rye Brook, NY 10573		CONTACT NAME: Torri Malone PHONE (A/C, No, Ext): (845) 335-7672 E-MAIL ADDRESS: TMalone@acrisure.com FAX (A/C, No):	
INSURED Rockland County YMCA 35 South Broadway Nyack, NY 10960		INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Millers Mutual Insurance Company NAIC # 14508 INSURER B: State Insurance Fund Workers' Compensation Fund #82 36102 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	C0533314	10/16/2024	10/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C0533314	10/16/2024	10/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 2,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		C0533314	10/16/2024	10/16/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W 424 145-1	10/16/2024	10/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Abuse & Molestation		C0533314	10/16/2024	10/16/2025	Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD 101. Additional Remarks Schedule, may be attached if more space is required)
Village of Nyack Memorial Park is included as additional insured but only as respects to loss or damage arising out of negligent acts or omissions of the Rockland County YMCA. Coverage for the additional insureds is contingent upon a written agreement with the named insured requiring such coverage.

CERTIFICATE HOLDER

CANCELLATION

Village of Nyack Memorial Park
51 Piermont Avenue
Nyack, NY 10960

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

AUTHORIZED REPRESENTATIVE

LB

July 14, 2025

Village of Nyack
Mayor and Trustees
9 North Broadway
Nyack NY 10960

Attn: Andy Stewart – Village Administrator

Re: Recommendation of Award
2025 Sidewalk and Curb Improvements
NYK 0202

Dear Mayor and Trustees,

Bids were received on July 8, 2025, for the above captioned project. There were seven bids returned. A Bid Summary is attached.

The low bidder for this project is Terra Ferma Contracting in the amount of:

Base Bid = \$ 47,520.00

Alternate 1 = \$ 59,460.00

Alternate 2 = \$ 11,900.00

Alternate 3 = \$ 54,055.00 (corrected)

Alternate 4 = \$ 15,100.00.

Total Bid amount = \$ 188,035.00

We have worked with Terra Ferma on concrete projects including curbs, and sidewalks. They recently completed a project in Nyack on Broadway. We have found the company to be professionally run, dependable and with excellent quality workmanship.

We recommend the bid be awarded to Terra Ferma Contracting in the total bid amount of \$183,035.00, subject to attorney review and concurrence.

Sincerely,



WESTON & SAMPSON, PE, LS, LA, Architects, PC
Eve Mancuso, PE, Principal Engineer

CC: Linda Donnelly- Village Clerk
Dennis Michaels, Esq.- Village Attorney

Y:\VILLAGES\NYK Village of Nyack\NYK0202 ADA and SIDEWALKS\Rec of Award letterhead.docx



Project NYK0202
 2025 Sidewalk and Curb
Project Description Improvement
Date 7/14/2025
By Jose Astacio

			Terra Ferma Contracting		Belleville Landscaping		MFD Quality Construction		Paladino Concrete Creations	
Pay Item #	Unit	Qty	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1. MOBILIZATION	LS	1	\$5,000	\$ 5,000.00	\$6,500	\$ 6,500.00	\$10,000	\$ 10,000.00	\$15,000.00	\$15,000.00
2. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	400	\$45	\$ 18,000.00	\$64	\$ 25,600.00	\$65	\$ 26,000.00	\$65.00	\$26,000.00
3. CONCRETE SIDEWALK, 5" THICK, including stone subbase	SY	160	\$93	\$ 14,880.00	\$172.50	\$ 27,600.00	\$175	\$ 28,000.00	\$207.00	\$33,120.00
4. CONCRETE APRON, 6" THICK, including stone subbase	SY	30	\$93	\$ 2,790.00	\$197	\$ 5,910.00	\$185	\$ 5,550.00	\$225.00	\$6,750.00
5. EMBEDDED DETECTABLE WARNING SURFACE AT HANDICAP	SF	80	\$50	\$ 4,000.00	\$55	\$ 4,400.00	\$125	\$ 10,000.00	\$60.00	\$4,800.00
6. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	5	\$120	\$ 600.00	\$80	\$ 400.00	\$135	\$ 675.00	\$72.00	\$360.00
7. CONCRETE GRINDING	LS	1	\$1,000	\$ 1,000.00	\$2,500	\$ 2,500.00	\$2,500	\$ 2,500.00	\$5,900.00	\$5,900.00
8. TOPSOIL AND SEED RESTORATION	SY	50	\$25	\$ 1,250.00	\$18	\$ 900.00	\$50	\$ 2,500.00	\$54.00	\$2,700.00
TOTAL BASE BID AMOUNT				\$ 47,520.00		\$ 73,810.00		\$ 85,225.00		\$94,630.00
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	740	\$42	\$ 31,080.00	\$64	\$ 47,360.00	\$65	\$ 48,100.00	\$65.00	\$ 48,100.00
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	220	\$90	\$ 19,800.00	\$172.50	\$ 37,950.00	\$175	\$ 38,500.00	\$207.00	\$45,540.00
3. CONCRETE APRON, 6" THICK, including stone subbase	SY	60	\$93	\$ 5,580.00	\$197	\$ 11,820.00	\$185	\$ 11,100.00	\$225.00	\$13,500.00
4. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	15	\$30	\$ 450.00	\$80	\$ 1,200.00	\$135	\$ 2,025.00	\$72.00	\$1,080.00
5. RESET PAVERS	SY	10	\$90	\$ 900.00	\$200	\$ 2,000.00	\$225	\$ 2,250.00	\$144.00	\$1,440.00
6. TOPSOIL AND SEED RESTORATION	SY	165	\$10	\$ 1,650.00	\$18	\$ 2,970.00	\$50	\$ 8,250.00	\$36.00	\$5,940.00
TOTAL ALTERNATE BID 1				\$ 59,460.00		\$ 103,300.00		\$ 110,225.00		\$115,600.00
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	130	\$45	\$ 5,850.00	\$64	\$ 8,320.00	\$70	\$ 9,100.00	\$65.00	\$ 8,450.00
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	50	\$120	\$ 6,000.00	\$172.50	\$ 8,625.00	\$175	\$ 8,750.00	\$207.00	\$10,350.00
3. TOPSOIL AND SEED RESTORATION	SY	50	\$1	\$ 50.00	\$18	\$ 900.00	\$50	\$ 2,500.00	\$36.00	\$ 1,800.00
TOTAL ALTERNATE BID 2				\$ 11,900.00		\$ 17,845.00		\$ 20,350.00		\$ 20,600.00
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	575	\$35	\$ 20,125.00	\$64	\$ 36,800.00	\$70	\$ 40,250.00	\$65.00	\$37,375.00
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	240	\$87	\$ 20,880.00	\$172.50	\$ 41,400.00	\$185	\$ 44,400.00	\$207.00	\$49,680.00
3. CONCRETE APRON, 6" THICK, including stone subbase	SY	80	\$90	\$ 7,200.00	\$197	\$ 15,760.00	\$195	\$ 15,600.00	\$225.00	\$18,000.00
4. EMBEDDED DETECTABLE WARNING SURFACE AT HANDICAP	SF	48	\$50	\$ 2,400.00	\$55	\$ 2,640.00	\$125	\$ 6,000.00	\$60.00	\$2,880.00
5. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	20	\$50	\$ 1,000.00	\$80	\$ 1,600.00	\$135	\$ 2,700.00	\$72.00	\$1,440.00
6. CONCRETE GRINDING	LS	1	\$1,000	\$ 1,000.00	\$2,500	\$ 2,500.00	\$2,500	\$ 2,500.00	\$5,900.00	\$ 5,900.00
7. TOPSOIL AND SEED RESTORATION	SY	145	\$10	\$ 1,450.00	\$18	\$ 2,610.00	\$50	\$ 7,250.00	\$36.00	\$ 5,220.00
TOTAL ALTERNATE BID 3				\$ 54,055.00		\$ 103,310.00		\$ 118,700.00		\$120,495.00
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	175	\$50	\$ 8,750.00	\$64	\$ 11,200.00	\$70	\$ 12,250.00	\$65.00	\$11,375.00
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	40	\$120	\$ 4,800.00	\$172.50	\$ 6,900.00	\$175	\$ 7,000.00	\$207.00	\$8,280.00
3. CONCRETE APRON, 6" THICK, including stone subbase	SY	10	\$90	\$ 900.00	\$197	\$ 1,970.00	\$185	\$ 1,850.00	\$225.00	\$ 2,250.00
4. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	2	\$100	\$ 200.00	\$80	\$ 160.00	\$270	\$ 540.00	\$72.00	\$144.00
5. TOPSOIL AND SEED RESTORATION	SY	45	\$10	\$ 450.00	\$18	\$ 810.00	\$50	\$ 2,250.00	\$36.00	\$1,620.00
TOTAL ALTERNATE BID 4				\$ 15,100.00		\$ 21,040.00		\$ 23,890.00		\$23,669.00



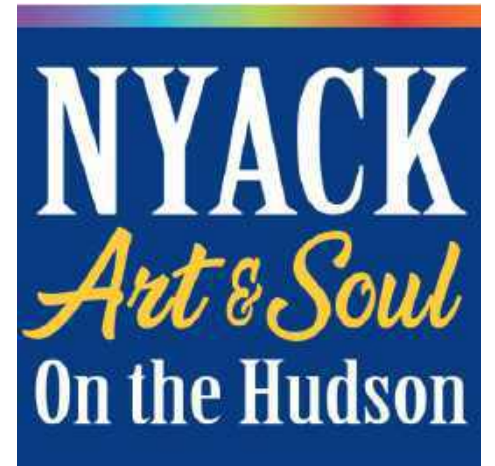
Project NYK0202
 2025 Sidewalk and Curb
Project Description Improvement
Date 7/14/2025
By Jose Astacio

Pay Item #	Unit	Qty	A-Tech Concrete		Raja Contractors		Dynamic GC Corp	
			Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1. MOBILIZATION	LS	1	\$7,000	\$ 7,000.00	\$15,000	\$ 15,000.00	\$60,000	\$ 60,000.00
2. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	400	\$80	\$ 32,000.00	\$150	\$ 60,000.00	\$203.70	\$ 81,480.00
3. CONCRETE SIDEWALK, 5" THICK, including stone subbase	SY	160	\$205	\$ 32,800.00	\$225.00	\$ 36,000.00	\$550	\$ 88,000.00
4. CONCRETE APRON, 6" THICK, including stone subbase	SY	30	\$240	\$ 7,200.00	\$200	\$ 6,000.00	\$550	\$ 16,500.00
5. EMBEDDED DETECTABLE WARNING SURFACE AT HANDICAP	SF	80	\$110	\$ 8,800.00	\$40.25	\$ 3,220.00	\$100	\$ 8,000.00
6. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	5	\$830	\$ 4,150.00	\$90.09	\$ 450.45	\$1,980	\$ 9,900.00
7. CONCRETE GRINDING	LS	1	\$7,000	\$ 7,000.00	\$2,000	\$ 2,000.00	\$10,000	\$ 10,000.00
8. TOPSOIL AND SEED RESTORATION	SY	50	\$80	\$ 4,000.00	\$55.20	\$ 2,760.00	\$270	\$ 13,500.00
TOTAL BASE BID AMOUNT				\$ 102,950.00		\$ 125,430.45		\$ 287,380.00
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	740	\$80	\$ 59,200.00	\$150	\$ 111,000.00	\$203.70	\$ 150,738.00
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	220	\$205	\$ 45,100.00	\$225.00	\$ 49,500.00	\$550	\$ 121,000.00
3. CONCRETE APRON, 6" THICK, including stone subbase	SY	60	\$240	\$ 14,400.00	\$200	\$ 12,000.00	\$550	\$ 33,000.00
4. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	15	\$500	\$ 7,500.00	\$90.09	\$ 1,351.35	\$1,980	\$ 29,700.00
5. RESET PAVERS	SY	10	\$210	\$ 2,100.00	\$90	\$ 900.00	\$900	\$ 9,000.00
6. TOPSOIL AND SEED RESTORATION	SY	165	\$40	\$ 6,600.00	\$55.20	\$ 9,108.00	\$270	\$ 44,550.00
TOTAL ALTERNATE BID 1				\$ 134,900.00		\$ 183,859.35		\$ 387,988.00
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	130	\$80	\$ 10,400.00	\$150	\$ 19,500.00	\$203.70	\$ 26,481.00
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	50	\$205	\$ 10,250.00	\$225.00	\$ 11,250.00	\$550	\$ 27,500.00
3. TOPSOIL AND SEED RESTORATION	SY	50	\$40	\$ 2,000.00	\$55.20	\$ 2,760.00	\$270	\$ 13,500.00
TOTAL ALTERNATE BID 2				\$ 22,650.00		\$ 33,510.00		\$ 67,481.00
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	575	\$80	\$ 46,000.00	\$150	\$ 86,250.00	\$203.70	\$ 117,127.50
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	240	\$205	\$ 49,200.00	\$225.00	\$ 54,000.00	\$550	\$ 132,000.00
3. CONCRETE APRON, 6" THICK, including stone subbase	SY	80	\$240	\$ 19,200.00	\$200	\$ 16,000.00	\$550	\$ 44,000.00
4. EMBEDDED DETECTABLE WARNING SURFACE AT HANDICAP	SF	48	\$110	\$ 5,280.00	\$40.25	\$ 1,932.00	\$100	\$ 4,800.00
5. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	20	\$500	\$ 10,000.00	\$90.09	\$ 1,801.80	\$1,980	\$ 39,600.00
6. CONCRETE GRINDING	LS	1	\$5,000	\$ 5,000.00	\$2,000	\$ 2,000.00	\$10,000	\$ 10,000.00
7. TOPSOIL AND SEED RESTORATION	SY	145	\$40	\$ 5,800.00	\$55.20	\$ 8,004.00	\$270	\$ 39,150.00
TOTAL ALTERNATE BID 3				\$ 140,480.00		\$ 169,987.80		\$ 386,677.50
1. CONCRETE VERTICAL CURB (6 x 8" x 20")	LF	175	\$80	\$ 14,000.00	\$150	\$ 26,250.00	\$203.70	\$ 35,647.50
2. CONCRETE SIDEWALK, 5" THICK , including stone subbase	SY	40	\$205	\$ 8,200.00	\$225.00	\$ 9,000.00	\$550	\$ 22,000.00
3. CONCRETE APRON, 6" THICK, including stone subbase	SY	10	\$240	\$ 2,400.00	\$200	\$ 2,000.00	\$550	\$ 5,500.00
4. BITUMINOUS CONCRETE DRIVEWAY REPAIR	SY	2	\$800	\$ 1,600.00	\$90.09	\$ 180.18	\$1,980	\$ 3,960.00
5. TOPSOIL AND SEED RESTORATION	SY	45	\$40	\$ 1,800.00	\$55.21	\$ 2,484.36	\$270	\$ 12,150.00
TOTAL ALTERNATE BID 4				\$ 28,000.00		\$ 39,914.54		\$ 79,257.50

CORRECTED ERROR

Nyack Tourism Grants 2025/2026 Round 5

July 24, 2025



• **Suggested Nyack Tourism Grants 2025/2026 (Round 5)**

- ACOR, Bridgeman Packer Immersive Dance Fundraiser \$2,000
- ArtsRock, Various Events \$3,500
- Carolyn DoyleNyack Fall Gala/Dance Fest \$1,500
- Center for Safety and Change/She is ... Event \$2,000
- Children's Shakespeare Theater, Shakespeare Family Day \$1,500
- Elmwood, Uniting Artists in Nyack \$2,000
- Hope Wade, Rockland Fashion Week Pop Up \$500
- Hudson Valley Mural Arts, Nyack Mural \$2,000
- Laura Graham , Nyack Secondhand Shop Hop \$800
- Long Path Outfitters, Hike Nyack \$3,500
- Michael Jameson, Nyack Flower Market \$2,000
- Music For Life, Night Out \$1,500

• Suggested Nyack Tourism Grants 2025/2026 (Round 5)

- | | |
|-----------------------------------------------------------------------------|---------|
| • Nyack Art Collective, First Fridays | \$1,500 |
| • Nyack Chamber of Commerce, Halloween Parade, Exotic Car Show | \$2,500 |
| • Nyack International Film Festival, Nyack Phone, Drone, & AI Film Festival | \$3,000 |
| • Rivertown Films Demme/Outdoor Movies | \$2,000 |
| • The Rock Shop, The Rockshop Revolution | \$500 |

Carry Over from Round 4

- | | |
|---------------------------------------------------------|---------|
| • Ecstatic Dance, Ecstatic Dance Event Series | \$1,200 |
| • Edward Hopper House Museum, Plein Air Festival | \$500 |
| • Modern Druid, Spirit of South Broadway | \$500 |
| • Rockland County Jazz & Blues Society, Nyack Jazz Week | \$500 |
| • Rockland Pride Center, Various Events | \$1,500 |
| • Trade + Prosper Nyack Village Craft Walk | \$1,500 |

GRAND TOTAL	\$38,000
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- **ACOR**

- Bridgman Packer Immersive Dance Fundraiser
 - December 6, 2025
 - Fundraiser, followed by
 - Performance of award-winning dancers Art Bridgman and Myma Packer
- Projected Attendance : 300
- Suggested NTG Award: \$2,000



- **ArtsRock**

- ArtsRock Events

- Promoting various events ...

- Sept 20, Candlelight concert with Martha Mooke and Friends
 - Oct 10, Alice Leon sings Carole King
 - Oct 31, The Phantom of the Opera
 - Nov 8, Candlelight Cabaret with KT Sullivan
 - Projected Attendance : 600+
 - Suggested NTG Award: \$3,500



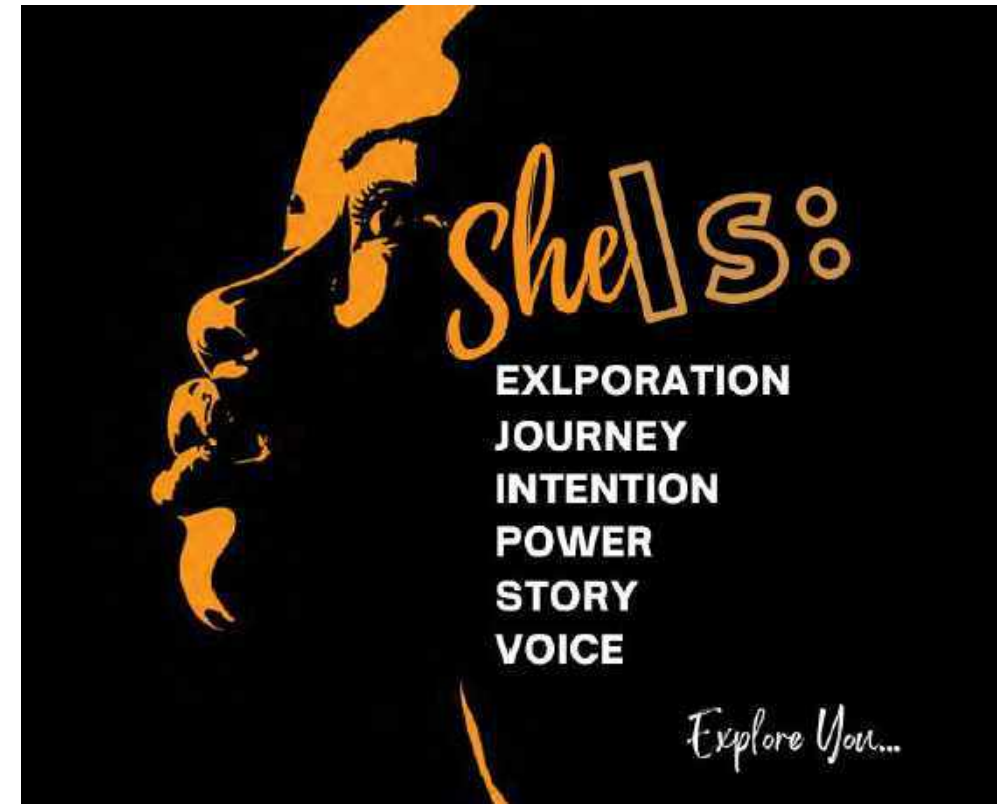
- **Carolyn Doyle**

- Nyack Fall Gala/Dance Fest
 - November 2025 including
 - Social Dance Workshop
 - Gala
 - Featuring different dance styles and instructors
- Projected Attendance : 300+
- Suggested NTG Award: \$1,500



- **Center for Safety and Change**

- Promotion of the *She is* event
 - *She is* a transformative arts and healing experience
 - Hosted last Saturday of March or April 2026
 - Held at the X House
 - Gathers women and survivors of domestic violence, sexual assault, human trafficking to share stories through memoir, fiction, poetry, dance, meditation, song and visual art
 - Working together with local businesses to offer extra services
 - Goal is to attract regional and out of state attendees
 - Expect that 20-30% stay overnight
- Projected Attendance : 100
- Suggested NTG Award: \$2,000



- **Children's Shakespeare Theater**

- Shakespeare Family Day
 - Either September 27 or 28, 2025
 - Held at ROCA
 - Four-hour Festival of
 - Food, Performance and Fun
 - Five ongoing stations
 - Stage combat
 - Physical Comedy
 - Theatre Games
 - Voice and Body expressions
 - And short scenes from Shakespeare
- Projected Attendance : 150+
- Suggested NTG Award: \$1,500



- **Elmwood Playhouse**

- Uniting Artists in Nyack
 - Promoting the cooperation with Nyack Art Collective ...
 - ... for the Elmwood shows in 2025/6 season
 - Nyack Art Collective provides (or sometimes creates) art pieces which are aligned to the theme of the current Elmwood show
 - Art pieces are shown in pop up art gallery in the lobby of the playhouse
 - Audience can enjoy art pieces before, after and during intermission
 - Also, cooperation with Scott & Joe who cater and co-host a cheese and wine reception for opening nights
- Suggested NTG Award: \$2,000



- **Hope Wade**

- Rockland Fashion Week Pop Up Shop
 - Nov 6 or 7, 2025, from 12 – 6 pm
 - Downtown Nyack businesses are encouraged to offer discounts or gifts to customers to ...
 - ... to draw the audience of the Rockland Fashion Week (RFW) into Nyack
 - RFW website will feature participating Nyack shops and restaurants
- Suggested NTG Award: \$500



- **Hudson Valley Mural Arts**

- Nyack Murals
 - Promoting the first 2 public art installations to be completed by Spring 2026 with
 - Flyers
 - Video
 - Social Media
 - ... to attract visitors from outside
 - “Prelude” to installing 2 more murals
- Suggested NTG Award: \$2,000

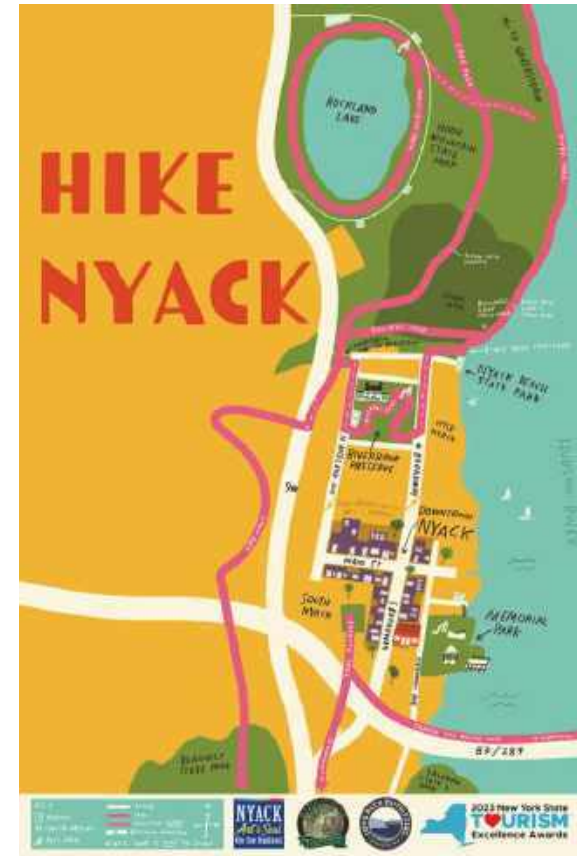


- **Laura Graham**
 - Nyack Secondhand Shop Hop
 - After very good success of 7 hops in 2023 and 2024, more hops in 2025 and 2026
 - Guided shopping tours connecting retailers with secondhand offerings
 - 5 unique spots (Lemmonade Shop, Trilogy Consignment, Honor and Blume, Rose Lighting and Vintage, Main Street Beat)
 - Special offers at each shop for participants
 - Secondhand finds for all ages and sizes
 - Food and beverage discounts (7 partners at last hop)
 - Projected audience: 500+
 - Suggested NTG Award: \$800



- **Long Path Outfitters**

- The “Hike Nyack” Experience
 - Build on last year’s work to create Nyack’s digital presence as an ideal outdoor recreational destination
 - Planned enhancements
 - Update landing page
<https://go.longpathoutfitters.com/hike-nyack> for better user experience
 - More detailed hiking and outdoor destination content
 - 20 – 30 new blog posts
 - Re-print of 2,000 foldable maps
 - Search Engine Optimization (SEO)
 - Targeted Digital Ads
 - Creation of “Hike Nyack” map (paper format)
- NTG Award: \$3,500



- **Michael Jameson/Kelly Colquitt**
 - Nyack Flower Market
 - Promote newly established Flower Market ...
 - As a twice-monthly event
 - From April to November
 - Featuring cut flowers, perennials, garden centric antiques, seedlings
 - NTG Award: \$2,000



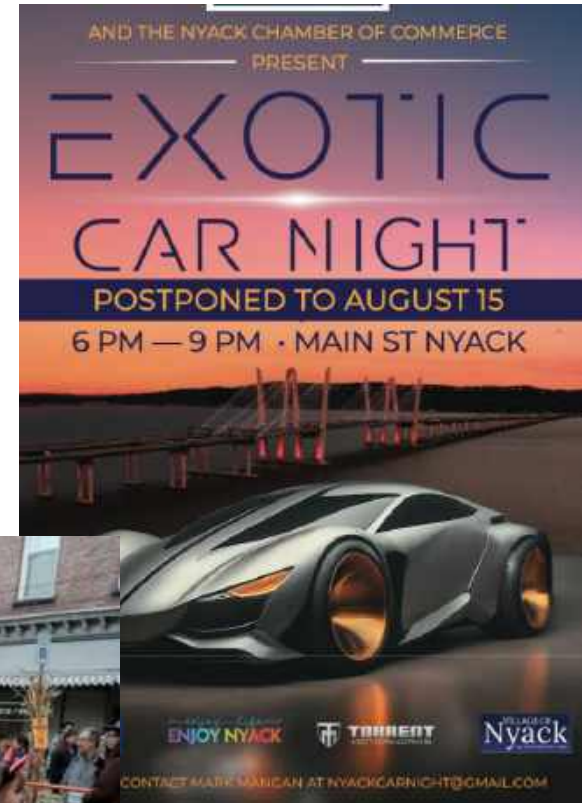
- **Music for Life / Jeffrey Friedberg**
 - Music for Life's "Night Out" 3 and 4
 - Date: Fall 2025 and Spring 2026
 - 2-hour variety show including singing, bands, comedy and musical theatre
 - Held at the The Angel Nyack
 - Featuring teen and young adult performers with all skills, abilities and events
 - The event is targeted to the neurodiverse community in Rockland, Westchester and Bergen County as well as NYC
 - Special arrangements with restaurants for "day of show" deals
 - Expected Audience: 300+
 - NTG Award: \$1,500



- **Nyack Art Collective**
 - First Fridays
 - Free, monthly art exhibition
 - Meet the artists
 - Sample local brews
 - Live music
 - Currently held at Burger Loft
 - Audience: 50+/event
 - NTG Award: \$1,500



- **Nyack Chamber of Commerce**
 - Promoting signature events
 - Halloween Parade
 - Exotic Car night
 - NTG Award: \$2,500



- **Nyack International Film Festival/Richard Quinn**

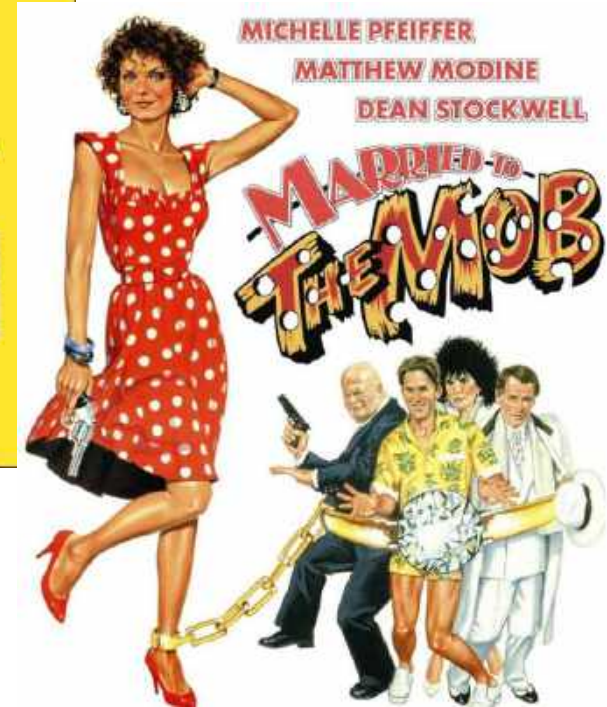
- Nyack Drone & Phone Film Festival, Nyack SciFi Supernatural & Horror Film Festival
 - 2 events
 - Nyack Drone, AI and Phone Film Festival, August 23
 - Film submissions produced with smart phones, drones and AI
 - Nyack SciFi Supernatural Horror Film Festival during Halloween
 - Expected Audience: 300+
 - NTG Award: \$3,000

An Exciting Evening of Film Produced with Phones or Drones



- **Rivertown Film**

- Outdoor Film in Memorial Park
 - August 15, 2025
 - Showing *Piece by Piece* (by Pharrell Williams)
 - Working together with local shops (Rock Shop, Main Street Beat)
- Film Screening: Jonathan Demme “Married to the Mob”
 - December 17, 2025 at Nyack Center
 - After showing of movie, discussion with Kristi Zea, the film’s Production Designer
- Expected Audience: 300
- NTG Award: \$2,000



- **The Rock Shop**

- The Rock Shop Revolution Concert Series
 - Dates for Concerts: Fall 2025, Holiday Season 2025, Spring 2026 (exact dates TBD)
 - Local musicians, students, bands and adults share their skills and perform their musical choices for the entire community
- All concerts are held at Nyack Center
- Projected Attendance : 1000+
- Proposed NTG Award: \$500



Carry Overs from Round 4

- **Ecstatic Dance**

- Ecstatic Dance weekends
 - Offering Transformative Journeys guided by music, monthly event, including
 - Dance instructions
 - DJs and Music
 - Special Performances and Ritual (Cacao Ceremonies, etc.)
 - Artistic offerings (painter, henna, etc.)
 - Partnering with local restaurants
- Projected Attendance : 1,200+
- Suggested NTG Award: \$1,200



- **Edward Hopper House**

- Plein Air Festival, October, 15-19, 2025, consisting of
 - Lecture
 - Hopper Sketch Mob
 - Family Plein-Air Painting, Memorial Park
 - “Would be Artist” Family Tours
 - Hopper’s Nyack Guided Walking Tours
 - Plein Air Painting Invitational
- Projected Attendance : 250+
- Suggested NTG Award: \$500



- **Modern Druid**

- The Spirit of South Broadway
 - October 17th, start of Halloween activities
 - Street Closing of South Broadway from Hudson to Cedar Hill St.
 - Local Stores offer late-night shopping (incl. several readers at Modern Druid)
 - Restaurants with special themed drinks and food
 - Street Vendors
 - DJs
 - Drum Circle
- Projected Attendance : 500+
- Suggested NTG Award: \$500

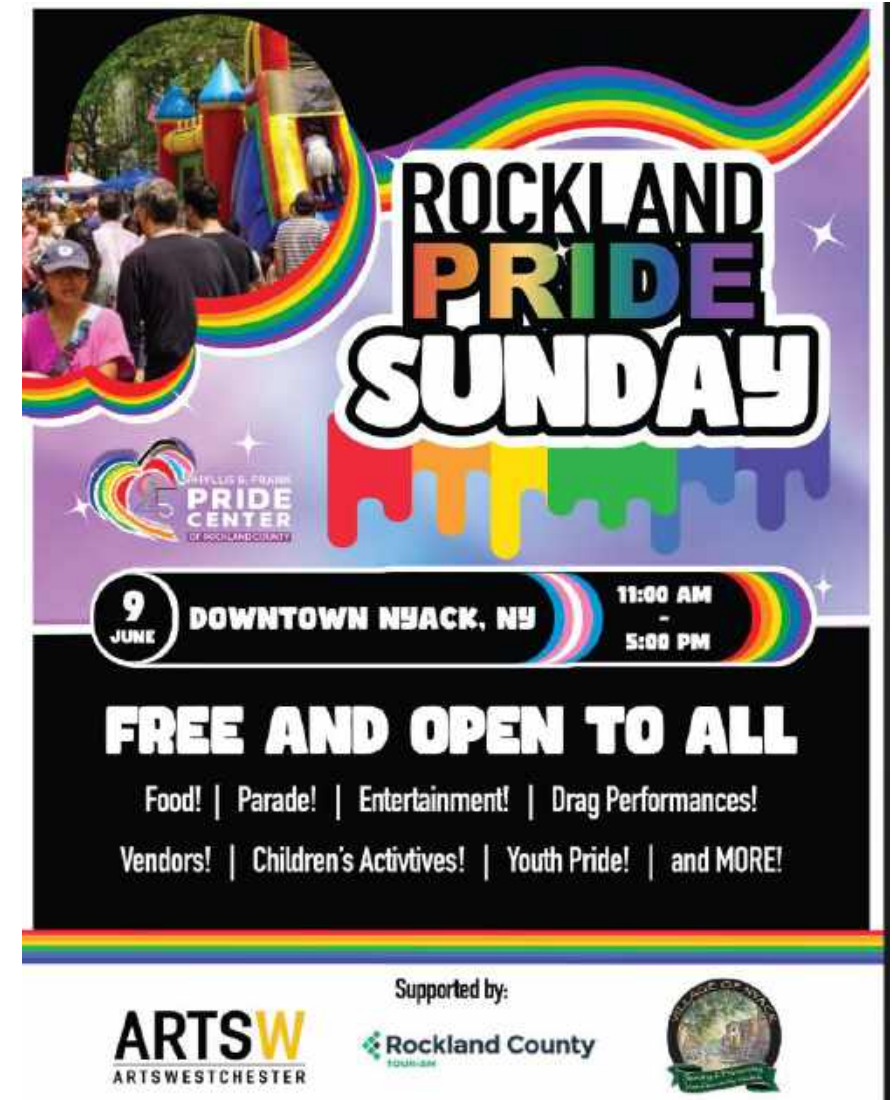


- **Rockland County Jazz & Blues Society**
 - Nyack Jazz Week
 - September 21 - 27
 - Weeklong Jazz Event
 - Multiple locations in Nyack (Maureen's, Black Parakeetz)
 - Audience: 3,000+
 - Suggested NTG Award: \$500



- **Rockland Pride Center**

- Various events throughout the year promoting
 - Regular events (LGBTQ+ Youth program, Family Craft Workshops, Social programming, Lesbian Happy Hour)
 - Rockland Pride Sunday
- Audience: 12,000+
- Suggested NTG Award: \$1,500



- **Trade + Prosper/Luise Newsome**

- Nyack Village Craft Walk
 - October 4-5, 2025
 - Open-air crafts market
 - Curated 70+ vendors on upper lawn of Memorial Park and in Hezekiah Easter Park
 - Brick & Mortar stores, bars and restaurant can participate for free with special promotions and signature experiences
 - Comprehensive event map will showcase all participants
 - Audience: 10,000+
- Suggested NTG Award: \$1,500



THANK YOU FOR YOUR SUPPORT!

ATTACHMENT A

MEMORANDUM OF AGREEMENT

This Memorandum sets forth the agreements reached by the duly designated bargaining agents of the Village of Nyack (the “Employer”) and the Local 363, of the International Brotherhood of Electrical Workers, AFL-CIO (the “Union”) in collective bargaining for a successor agreement to the parties' collective bargaining agreement expiring May 31, 2025 (the “prior Agreement”).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CONTINUATION OF THE PRIOR AGREEMENT

Except as specifically set forth herein, or as may be required for the consistency of dates and other non-substantive matters, all terms and conditions of the prior Agreement, including side letters, exhibits, appendices, etc. shall be continued for the duration of the successor Agreement, unless specifically identified to cease or be modified.

AGREED TO UNION PROPOSALS

2. PREAMBLE

- Revise the first sentence to state: “This Agreement made and entered into as of this **20th day of May 2025** shall run from **June 1, 2025** through the **31st of May 2028...**”

3. ARTICLE 2 – GRIEVANCES

- Revise Section A, Step 1 to state: “An employee having a grievance shall have the Shop Steward **or a Union representative (e.g. Business Manager)** present such written grievance to the employee’s immediate supervisor...”
- Revise Section A, Step 2 to state: “If the grievance is not resolved or settled in Step 1, the grievance may be presented in writing to the Village Administrator only by the Shop Steward **or a Union representative (e.g., Business Manager)...**”

4. ARTICLE 7 – JOB FUNCTIONS

- Revise Section B to state: “It is also understood that ***when an employee is directed by his/her supervisor to perform the duties of a position with a base rate of pay above his/her current position’s base rate and the employee performs that work for four (4) consecutive hours or more, the employee shall receive the rate of pay provided for that higher paying position for all of the consecutive hours worked in that title.***”

The employer retains the right to subcontract or transfer work as it, in its discretion, shall see fit.”

5. ARTICLE 8 – SAFETY AND HEALTH

- Revise Article, in pertinent part, to state: “...On a bi-monthly (every second month) basis or as needed, the parties shall convene a committee of two or three individuals *per side* to participate in Safety Committee meetings...”

6. ARTICLE 11 – TERM

- Revise Section B to state: “*All notices to the Village* required to be given pursuant to the provisions of *this Article* are to be *sent to the Village by registered mail or via email to the Mayor and Village Administrator.*”
- New Section C to state: “*All notices to the Union* required to be given pursuant to the provisions of *this Article* are to be *sent to the Union by registered mail or via email to the Business Manager of the Union.*”
- Convert Section C to New Section D and state: “This contract shall take effect *June 1, 2025*, and shall continue in full force and effect until *May 31, 2028.*”

7. ARTICLE 13 – WORK WEEK AND OVERTIME PROVISIONS

- Revise Section I, in its entirety, to state: “*Employees are expected to be at their work location and ready to work at the start of their scheduled shift. The Village shall maintain a time recording system that rounds to the quarter hour (e.g., if the shift starts at 7:00 a.m. and the employee punches-in at 7:07 a.m. their timecard shall be rounded down to 7:00 a.m. If the employee punches-in at 7:08 a.m. their timecard shall be rounded up to 7:15 a.m.). Employees who are late for their scheduled shift, regardless of the time they punch-in (e.g., one minute late, five minutes late, thirty minutes late, etc.), shall be subject to discipline.*”
- Section K – Capitalize the “Water Treatment Plant Operator.”

8. ARTICLE 14 – STANDBY TIME

- Revise Article, in pertinent part, to state: “All hourly employees of the Village of Nyack shall be entitled to standby pay at the rate of one (1) hour at the regular overtime rate for up to eight (8) hours of standby time on any day not to exceed *a total of* two (2) hours of such overtime compensation on weekdays or four (4) hours at the regular overtime rate on any weekend day...”

9. ARTICLE 15 – HOLIDAY PAY (Deleting Article 24)

The new Article, in its entirety, shall state:

A. Employees shall be entitled to the following paid holidays:

New Years Day	¹ / ₂ Day New Years Eve
President's Day	Martin Luther King Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Columbus Day	Thanksgiving
Friday after Thanksgiving	¹ / ₂ Day Christmas Eve
Christmas Day	Good Friday (optional)
Easter Monday (optional)	Yom Kippur (optional)
Employee's Birthday (optional)	

Holidays that fall on a Saturday shall be observed on the prior Friday and those that fall on a Sunday shall be observed on the following Monday, except for the Water Department which shall recognize the actual date of the holiday.

Employees are entitled to two (2) of the four (4) optional Holidays ***listed above***. Employees must submit their request for ***their*** two (2) optional holidays no later than December 31st of the prior calendar year. The scheduling of optional holidays shall be made by the Department Head.

- B. Employees who are absent on: i) a holiday that is designated a workday; ii) the workday immediately before a holiday; or iii) the workday immediately following a holiday, shall not be eligible for holiday pay under this Article, except with Employer permission or medical proof of illness.
- C. ***Employees scheduled to work on a holiday as part of their regular schedule shall be entitled to holiday pay and straight pay for all hours worked that day or the equivalent in comp time.***
- D. ***Employees not scheduled to work on a holiday as part of their regular schedule, but are directed to do so shall be entitled to holiday pay and overtime pay for all hours worked that day or the equivalent in comp time.***
- E. If an employee elects to ***use comp time*** in lieu of ***receiving holiday*** pay, the employee must use the ***comp time*** within thirty (30) days of the holiday and with their Department Head's approval.

F. Water Plant Operators will be paid holiday *pay and overtime pay for all hours worked on the holiday.*

10. ARTICLE 16 – SICK LEAVE

- Remove all references to calendar year 2023 for Section A of the Article.

11. ARTICLE 20 – HOSPITAL AND MEDICAL INSURANCE

- Revise Section I, as applicable, to state: “***Effective June 1, 2025, the Employer contribution to the IBEW Welfare Fund Plan shall be \$11.50 per hour. Effective April 1, 2026, the Employer contribution may increase no greater than five (5%) percent from the prior plan year. Effective April 1, 2027, the Employer contribution may increase no greater than five (5%) percent from the prior plan year. In Plan Year 2027, if the Employer contribution exceeds five (5%) from the prior plan year, the Employer and Employee shall equally share in the excess contribution cost.***”
- Revise Section I, as applicable, to state: “Effective ratification, the Employer shall provide \$50 per month payment for each eligible Employee to defray Welfare Fund costs. The Employee shall also pay \$50 per month that is deducted from his/her paycheck biweekly to defray Welfare Fund costs. Employees shall execute a deduction acknowledgment. These payments shall end on ***May 31, 2028.***”
- Revise Section I, as applicable, to state: “The health insurance opt-out rate shall be ***\$9,500 a year for family and \$4,500 a year for single...***To be eligible for the ***opt out*** payment, an employee must provide documentation ***to demonstrate*** they have medical coverage ***and shall receive the opt out payment consistent with the form of coverage (i.e., family or single) they currently have.***”

12. ARTICLE 22 – VACATIONS

- Revise Section B, second paragraph, to state: “Vacation time may also be requested at least ***twenty-one (21) days*** prior to the start of such vacation contingent on approval from the requesting employee’s Department Head. In emergency situations a request to use vacation time with less than ***twenty-one (21) days***’ notice may be presented to the Village Administrator. ***No timely request for vacation will be unreasonably denied.***”

13. ARTICLE 27 – UNIFORMS

- Revise Article, in pertinent part, to state: “Employees in Water Dept., DPW classifications, as well as Parking Enforcement Aides, the Assistant Building Inspector, ***Code Enforcement Officers***, and the Fire Inspector shall be reimbursed up to ***\$800*** annually for the purchase of items as set forth in the Uniform Policy, attached hereto as Exhibit C...”
- Revise Exhibit C to provide the uniform requirements currently listed for the Assistant Building Inspector also applies to ***Code Enforcement Officers***.

14. ARTICLE 34 – DRUG AND ALCOHOL TESTING PROCEDURE

- Revise Section I: Definitions “Drugs” paragraph to state: “ “Drugs” means marijuana (***for CDL and DOT regulated Safety Sensitive positions***), cocaine, opiates, amphetamines, phencyclidine (PCP), or their metabolites, and for purposes other than testing, any other substance included in Schedules I through V, as defined by ...”

15. EXHIBIT A – WAGES

- Exhibit A (Sections B – D) shall be adjusted as follows:

<i>Effective June 1, 2025</i>	<i>3%</i>
<i>Effective June 1, 2026</i>	<i>3%</i>
<i>Effective June 1, 2027</i>	<i>3%</i>

- Add to Minimum Starting Pay Rates Schedule the following titles and rates (6/1/25):

<i>Code Enforcement Officer 1</i>	<i>TBD when/if filled by the Village</i>
<i>Code Enforcement Officer 2</i>	<i>\$26.00</i>
<i>Code Enforcement Officer 3</i>	<i>TBD when/if filled by the Village</i>
<i>Deputy Village Clerk-Treasurer</i>	<i>\$35.00</i>

- *Effective 6/1/25, for active employees in the Assistant Court Clerk position following ratification, the Village shall provide a \$2.50 one-time market rate adjustment to the minimum starting pay rate for that title (NB: the 6/1/25 3% GWI increase shall be calculated first and then the one-time \$2.50 market adjustment shall be added to the rate). The Parties further agree the appointed Court Clerk position shall be removed from the bargaining unit.*

AGREED TO VILLAGE PROPOSALS

16. ARTICLE 1 – UNION RECOGNITION

- Revise Section F to state: “The Village agrees that in taking **written** disciplinary action against members of the Union, the Union will be concurrently notified in writing.”

17. ARTICLE 8 – SAFETY AND HEALTH

- Add new Section (Section B) that states: “***To further promote workplace safety, the Village shall have the right to place security cameras in workplace areas with two (2) weeks advance notice to the Union and employees. The cameras shall only provide video (no audio) and the lookback period for disciplinary purposes shall be fourteen (14) days upon the Employer’s knowledge of the incident occurring, but such timeframe shall not limit the Village to investigate prior dates if connected to the initial incident.***”

18. ARTICLE 13 – WORKWEEK AND OVERTIME PROVISIONS

- Add to the Shift Chart to include:

***PARKING AUTHORITY / SHIFT 7 / 10:30 AM – 7 PM / 8 Paid Hrs / 1/2 Hr.
Lunch / W-S****

****The Village maintains the right to staff this designated shift with Part-Time staff, if it deems necessary. No employee hired prior to the date of ratification shall be required to work the W-S shift.***

19. ARTICLE 16 – SICK LEAVE

- Maintain current contract language in Section A, initial paragraph, but add at the end of the paragraph to state: “***Effective January 1, 2026, and each January 1st thereafter, the Village shall provide employees with sixteen (16) sick days per year. However, there shall be no limit on the number of accrued sick days that may be rolled over from year-to-year. Newly hired employees shall receive a pro-rata amount of sick days in their first calendar year of work (e.g., an employee hired July 1st shall receive seven (7) sick days in their first calendar year of work).***”

20. ARTICLE 25 – LONGEVITY

- Revise Article, in its entirety, as follows:

“Effective June 1, 2025, the longevity schedule shall be adjusted as set forth below:

<i>After 2 Yrs - \$350</i>	<i>After 18 Yrs - \$3650</i>
<i>After 6 Yrs - \$1250</i>	<i>After 20 Yrs - \$4050</i>
<i>After 8 Yrs - \$1450</i>	<i>After 22 Yrs - \$4450</i>
<i>After 10 Yrs - \$2050</i>	<i>After 24 Yrs - \$4850</i>
<i>After 12 Yrs - \$2450</i>	<i>After 26 Yrs - \$5250</i>
<i>After 14 Yrs - \$2850</i>	<i>After 28 Yrs - \$5850</i>
<i>After 16 Yrs - \$3250</i>	<i>After 30 Yrs - \$6250</i>

The payment of longevity shall be prorated into Employee’s regular paychecks (not a lump sum); however, annual GWI wage increases shall be calculated on employee’s base rate of pay excluding longevity (e.g., a 3-year 40 hour a week employee with a base rate of \$20 shall calculate the 6/1/25 3% GWI on \$20 to equal \$20.60. Then the \$350 longevity is calculated into their base rate ($\$350 / 2080 = \0.17) giving a rate of \$20.77. On 6/1/26 the 3% GWI would be based on \$20.60 (not \$20.77) giving a rate of \$21.22 and then longevity is add back on for a rate of \$21.39).

21. NEW ARTICLE – PROBATIONARY PERIOD

- Add new Article that states: *“Employees of the Village shall serve a probationary period consistent with Civil Service Law and shall not be eligible to use the Grievance (Article 2) or Arbitration (Article 3) provisions of this Agreement while in probationary status.”*

22. NEW ARTICLE – VILLAGE VEHICLES

- Add a new Article that states: *“The Village shall have the right to place both GPS equipment and cameras within/on each Village vehicle with two (2) weeks advance notice to the Union and employees. The cameras shall only provide video (no audio) and the lookback period for disciplinary purposes shall be fourteen (14) days upon the Employer’s knowledge of the incident occurring, but such timeframe shall not limit the Village to investigate prior dates if connected to the initial incident.”*

23. NEW ARTICLE – PAYROLL ALIGNMENT

- Add new Article that states: *“The Parties agree to meet within thirty (30) days of ratification to this Agreement to discuss a process to align all Village payrolls to a common date.”*

24. RATIFICATION

The provisions of this Memorandum of Agreement are subject to ratification by the membership of the Union and by the Board of Trustees for the Employer and will not become effective until so ratified. The negotiating teams for the Union and Employer will in good faith affirmatively recommend such ratification, with the Union attempting to do so on or before June ____, 2025 and provide notice to the Employer of the results of its ratification proceedings within forty-eight (48) hours of its completion. The Employer shall attempt to conduct its ratification procedure as soon as practical following notice from the Union.

AGREED UPON:

VILLAGE OF NYACK, ROCKLAND
COUNTY, NEW YORK

LOCAL 363, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

By: _____

By: _____

Dated: _____

Dated: _____

ATTACHMENT D

June 30, 2025

Village of Nyack Water Company
9 North Broadway
Nyack, New York 10960
Attention: Joseph Rand, Mayor

Re: Benson Ave, Doscher Ave, Hobe St. & Patterson Ave Restoration

Dear Mayor Rand:

This Letter Agreement (this “Agreement”) clarifies certain previously discussed agreements between Clarkstown and the Village of Nyack Water Company with respect to certain utility installation project within portions of Town roads commonly known as Benson Ave, Doscher Ave, Hobe St. & Patterson Ave in West Nyack (for purposes of this Agreement, such portions are referred to collectively herein as the “Work Areas”). Accordingly, the Town and the Village of Nyack Water Company hereby agree as follows:

1. The Village of Nyack Water Company previously performed the utility installation work for the Project, and upon completion thereof, restored each trench within each Work Area with 8” minimum depth NYSDOT Item 4 and an 8” binder flush with the surface of each such Work Area, leaving each Work Area in a safe condition (collectively, the Village of Nyack Water Company work”). The Town has agreed to perform the permanent restoration work for the Work Areas, including without limitation, paving the Work Areas with asphalt (collectively, the “Town’s Work”).
2. The Town and the Village of Nyack Water Company hereby agree that (i) the Village of Nyack Water Company work is the only work required to be performed by the Village of Nyack Water Company in connection with the Project, (ii) the Village of Nyack Water Company work does not include any work in connection with drainage, including without limitation, the installation, repair or replacement of any catch basins, piping, castings or covers, or any curbing, (iii) the Village of Nyack Water Company shall have no additional or continuing obligations with respect to the Work Areas upon satisfactory completion of the Village of Nyack Water Company work, except for any settlement of the Work Areas resulting from the Village of Nyack Water Company excavation in order to install its utilities therein as part of the Project (“The Village of Nyack Water Company Settlement Issues”) and the Town releases and discharges the Village of Nyack Water Company, its directors, trustees, officers, agents, contractors, employees and representatives, and all of their respective successors and assigns (the “Village of Nyack Water Company Parties”) from, and indemnifies, defends and holds the Village of Nyack Water Company Parties harmless from and against, any and all claims, actions, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (“Claims”), arising out of or relating to the surface of the Work Areas, including without limitation, any pooling of water or any other drainage issues that may occur thereon. However, this paragraph shall not in any way limit The Village of Nyack Water Company's responsibility with respect to the utility facilities installed by The Village of

- Nyack Water Company in connection with the Project or with respect to claims arising from the negligence of the Village of Nyack Water Company Parties.
3. In consideration of the Town's agreement to perform the Town's Work and the agreements, release and indemnification provided by the Town herein, the Village of Nyack Water Company agrees to pay to the Town the sum of Forty-Seven Thousand Two Hundred and Ninety-Eight Dollars (\$47,298.00). The Town agrees to apply this sum to its costs in performing the Town's Work.
 4. The terms and conditions of this Agreement are to be kept confidential by the Town and the Village of Nyack Water Company, except that this Agreement and/or any of the terms of this Agreement may be disclosed by either party as may be required by law or legal process, including without limitation, by The Village of Nyack Water Company to the New York State Public Service Commission and/or any other governmental authority with jurisdiction over its operations.
 5. This Agreement shall be binding upon and for the benefit of the parties hereto and each of their respective successors and permitted assigns. The provisions of the Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.
 6. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all such parties may not have executed the same counterpart. This Agreement and any counterpart thereof may be delivered via fax or email, it being the express intent of the parties that this Agreement and any counterpart thereof delivered via fax or email (together with the signatures thereon) shall have the same force and effect as if they were originals.

TOWN OF CLARKSTOWN

By: _____
Name: George Hoehmann
Title: Supervisor

AGREED AND ACCEPTED
THIS ____ DAY OF _____, 2025:

By: _____
Name: Joseph Rand
Title: Village of Nyack, Mayor



VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

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

___ Application form complete
___ Liability release and rules agreements signed

___ Certificate of Insurance
___ Driver's License copy

APPLICANT/LICENSEE

NAME Rockland County YMCA

ADDRESS 35 South Broadway

CITY Nyack STATE NY ZIP CODE 10960

DAYTIME PHONE # 845-358-0245 EMAIL: Pdonnelly@rocklandymca.org

DATE(S) REQUESTED: July 3rd - Aug 28th TIME: From 6:00 AM/PM to 8:00 AM/PM
(Rain date: ___ / ___ / ___)

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

Description of the nature of the activity/purpose: This program will offer free basketball play to youth ages 8-17 yrs old, for nine Thursday evenings, using the indoor court at the YMCA as a rainy weather site.

Number of Attendees/Participants: 25

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

Agreement made this 3rd day of July, 2025, between the Village of Nyack, a Municipal Corporation with an office at 9 N. Broadway, Nyack, NY 10960 (hereinafter referred to as the "Village") and the following organization (hereinafter referred to as the "Licensee")

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

Village Board Approved: Yes ___ No ___

Date: ___ / ___ / ___

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

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

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

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

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

Signature: _____



Date: _____

7/16/25

Insurance Requirements for Use of Village Owned Property

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

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

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

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

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

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

Village of Nyack
9 North Broadway
Nyack NY 10960

Indemnification and Hold Harmless Agreement

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

Print Name:

Philip Donnelly

Signature:

Philip Donnelly

Company Name (if applicable):

Rockland County YMCA

Date:

7/16/25

Please sign, date and return to:

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



Quotation Number: **SK1308832**

Quote Sent Date: **Jul 18, 2025**

Expiration Date: **Aug 17, 2025**

Customer
Village Of Nyack - DPW
Sourcewell Ref 109467
Phone: +1 845 358 3552

Contact
Phone: +18454013228
Email: dpw@nyack.gov

Dealer
Bobcat of North Jersey
201 MALTESE DRIVE
Totowa, NJ 07512

Item Name	Item Number	Quantity	Price Each	Total
MT100 Mini Track Loader	M0115	1	29,218.82	29,218.82
Standard Equipment: 25 HP Tier IV Diesel Engine Auxiliary Hydraulics Attachment Interface Bob-Tach or CII (To accept approved attachments) Built-In Tie Down & Crane/Lift Locations Continuous Flow Shutoff Lever Hydrostatic Drive Train Counterweights - Includes (4) 30 pound weights Instrumentation: Hourmeter Engine Temperature & Fuel Gauges Voltmeter and Warning Lights Lift Arm Lockout With Manual Bypass		Lift Arm Support Neutral Start Interlocks Parking Brake ISO Pattern Joystick Travel Control Spark Arrestor Muffler Tilt Lockout Tilt Steering Storage Cubby Cup Holder Tracks: Rubber, 7.1 inches Wide Machine Width 35.6 inches"		
Bob-Tach Interface (MT100)	M0115-R02-C01	1	0.00	0.00
Standard Track	M0115-R09-C01	1	0.00	0.00
36" General Purpose Bucket	7114488	1	1,009.25	1,009.25
Bolt-On Cutting Edge, 36"	6729042	1	181.18	181.18
Pallet Fork Frame	6809716	1	708.80	708.80
36" Pallet Fork Teeth	6540184	1	418.00	418.00
54" Utility Blade	7196165	1	2,088.41	2,088.41
36" Root Grapple	7493347	1	2,244.33	2,244.33
Snow Blower 26X36	M7052	1	4,621.22	4,621.22
MOTOR PACKAGE 50CC (8-12 gpm)	M7052-R01-C01	1	773.29	773.29
Case Drain Kit	7279903	1	446.28	446.28
Total for MT100 Mini Track Loader				41,709.58
Quote Total - USD				41,709.58
Quote Total - USD				41,709.58

** Municipality - sales tax n/a. Pricing per per the Sourcewell Contract #020223-CEC discounts. 30% Mini Track Loaders, 24% Mini Track Loader Attachments **

Customer acceptance:

Quotation Number:: **CR1308832**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐



Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-11531

GSA Contract #47QSWA19D001F

07/17/2025

Bill To

Village of Nyack
Andy Stewart
9 North Broadway
Nyack NY 10960
United States

Ship To

Village of Nyack
Andy Stewart
9 North Broadway
Nyack NY 10960
United States

Date	Expires	Shipping Method	Sales Rep
07/17/2025	10/16/2025	Freight Out	William I Landale

Item		Price Level	Quantity	Rate	Amount
AB1200	Archer 1200 Barrier	GSA	16	6,513.75	\$104,220.00
RG	Archer Rapid Gate Kit	GSA	1	12,540.18	\$12,540.18
AMHA003-2	Archer Manual Hauler 2.0	GSA	2	1,925.18	\$3,850.36
AACN4F022	Archer Arrestor Cable – 4 ft.	GSA	15	574.18	\$8,612.70
ACP003ADA	3 Channel ADA Cable Protector (1 Piece)	GSA	30	287.09	\$8,612.70
AGP001	Graphics Package	GSA	16	56.94	\$911.04
MCTR002	Annual Certified Training		1	3,995.00	\$3,995.00
F	Freight Charges		1	7,995.00	\$7,995.00

Subtotal \$150,736.98

Tax (8.38%) \$0.00

Total \$150,736.98

Notes:

Payment Terms:

Due to high demand, Meridian is requesting a 50% deposit to ensure timely delivery of your product.

Wire Transfer Instructions:

Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance:

530 New Los Angeles Ave #115-345
Moorpark, CA 93021



QUO-S-11531



VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

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

___ Application form complete
___ Liability release and rules agreements signed

___ Certificate of Insurance
___ Driver's License copy

APPLICANT/LICENSEE

NAME KULA FOR KARMA

ADDRESS 4 SALISBURY PL

CITY NYACK STATE NY ZIP CODE 10960

DAYTIME PHONE # 646-460-1799 EMAIL: TOVAH@KULAFORKARMA.ORG

DATE(S) REQUESTED: OCTOBER 4, 2025 TIME: From 4:00 AM PM to 5:30 AM PM
(Rain date: / /)

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

Description of the nature of the activity/purpose: _____

Healing on the Hudson- community self-care event honoring World Mental Health

Number of Attendees/Participants: 30-40

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

Agreement made this 10th day of July, 2025, between the Village of Nyack, a Municipal Corporation with an office at 9 N. Broadway, Nyack, NY 10960 (hereinafter referred to as the "Village") and the following organization (hereinafter referred to as the "Licensee")

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

Village Board Approved: Yes ___ No ___ Date: ___ / ___ / ___

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

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

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

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

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

Signature: _____



Date: 7/10/2025

Insurance Requirements for Use of Village Owned Property

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

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

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

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

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

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

Village of Nyack
9 North Broadway
Nyack NY 10960

Indemnification and Hold Harmless Agreement

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

Print Name: Tovah Robinson

Signature:  _____

Company Name (if applicable): Kula for Karma

Date: 7/10/2025

Please sign, date and return to:

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

Village of Nyack

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

Overview:

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

For Internal Use Only -- Application checklist

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

TOTAL DUE: \$ _____ Date Paid: _____

Applicant Information:

Date of Application: July 2, 2025 Name of Applicant: Best Buddies International Inc

Address: 100 SE 2nd St Ste 2200, Miami, FL 33131

Business Owner/Proprietor Name: Anthony Kennedy Shriver

Email Address: ScottTracy@bestbuddies.org Phone: 305-401-0769

Name of On-Site Event/Project Manager: Ekaterina Osipova Phone: 646-206-1210

Existing Approval to serve Alcoholic Beverages: Yes _____ No X

Event Information:

Date of Proposed Event: October 4th, 2025 Name of Event: Best Buddies Bike Run NYC 2025

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

Please see the link to the route: <https://ridewithgps.com/routes/49093623>

Street names: Northbound Piermont Ave, Main St, Gedney St, 2nd Av, N Broadway, Old Mountain Rd, 9W.

Operational Requirements:

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

Physical Requirements:

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

Maintenance Requirements:

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

Fire Safety Requirements:

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

ATTACHED:

INSURANCE REQUIREMENTS

HOLD HARMLESS AGREEMENT

Insurance Requirements For Use of Village Owned Property

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

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

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

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9 North Broadway
Nyack NY 10960

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Company Name: Best Buddies International Inc.

Name: Ekaterina Osipova Signature: _____



Date: 7/2/2025

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