

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

January 8, 2026 7:00 pm

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

www.nyack.link/youtube

1. Pledge of Allegiance.

2. Mayor Rand's Remarks and Comments from the Village Board of Trustees

3. Public Comment on Any Topic (1-3 minutes depending on the quantity of speakers)

4. Public Hearings:

7:30 PM Consider Amending Paragraph "G" of §238-5 (Exceptions), of Chapter 238 (Noise) of the Code of the Village of Nyack so as to Prescribe an Automatic Repeal, on 12/31/2028 by Means of a Sunset Provision, of the Exception (Exemption) from the Prohibition of Gasoline-Powered Leaf Blowers

5. Public Comment on Any Topic (1-3 minutes depending on the quantity of speakers)

6. Adoption of Minutes – Minutes 12/1/25

7. Presentation:

8. 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.

8.1 Resolution No. 2026-1 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 January 8, 2026.

RESOLVED, that General Fund Claims set forth on pages 1 through 8 in the below-listed amounts are approved for payment:

General Fund– \$205,372.11

Parking Fund – \$41,653.53

Water Fund – \$18,855.64

Capital Projects Fund – \$73,533.01

Water Capital Projects Fund - \$452,868.12

Trust and Agency Fund - \$1,864.64

8.2 Resolution No. 2026-2 Resolution of the Nyack Village Board Authorizing Biweekly Payments to Safety Patrol Contractor

WHEREAS, the Village of Nyack has entered into a duly authorized contract with Platinum Security Group (“Contractor”) to provide safety patrol services to the Village; and

WHEREAS, the contract specifies compensation to be paid on a biweekly basis; and

WHEREAS, requiring prior Board approval of each biweekly payment through the audited voucher process would be administratively inefficient and unnecessary for a recurring contractual obligation previously approved by the Board; and

WHEREAS, the Board of Trustees retains oversight through approval of the underlying contract and through review of expenditures as part of the Village’s regular financial reporting and annual audit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Nyack hereby authorizes the Village Treasurer to make biweekly payments to Platinum Security Group in accordance with the terms of the approved contract, without prior approval of each individual payment through the audited voucher summary; and

BE IT FURTHER RESOLVED that such payments shall be limited strictly to amounts due and payable under the contract as approved by the Board of Trustees; and

BE IT FURTHER RESOLVED that all such payments shall be reflected in the Treasurer’s financial reports and shall remain subject to audit by the Board of Trustees and the Village’s independent auditor; and

BE IT FURTHER RESOLVED that this authorization shall remain in effect for the duration of the contract unless amended or rescinded by resolution of the Board of Trustees.

8.3 Resolution No. 2026-3 Resolution, of the Board of Trustees of the Village of Nyack, Approving an Agreement with Catholic Charities for an Outreach Worker in the Village

WHEREAS, the Board of Trustees deems additional outreach to people experiencing homelessness, indigency, food insecurity, substance abuse disorders and related conditions essential to maintaining a safe village for all visitors and residents;

WHEREAS, Catholic Charities, of Haverstraw, NY, provides trained, insured, experienced outreach workers capable of referring clients to a wide range of special services, and is very familiar with the Nyack community,

RESOLVED, the Board of Trustees of the Village of Nyack directs the Village Administrator to implement a service agreement with Catholic Charities, of Haverstraw, NY, in a form acceptable to the Village Attorney, to provide a schedule of outreach work focused on the downtown area and the waterfront park, the library and the Soup Angels dinners, for a cost not to exceed \$40,000 for the next twelve months.

8.4 Resolution No. 2026-4 Resolution of the Nyack Village Board Adopting the Nyack Climate Vulnerability and Adaptation Plan

WHEREAS, the Village of Nyack recognizes that climate change is already affecting the community through increasing temperatures, more frequent and intense storms, sea level rise, extreme weather events, and climate-related public health impacts; and

WHEREAS, the Village of Nyack participated in the New York State Climate Smart Communities (CSC) Program and has achieved Silver Certification, demonstrating its longstanding commitment to climate action, resilience, sustainability, and environmental stewardship; and

WHEREAS, the Village of Nyack has prepared the *Nyack Climate Vulnerability & Adaptation Plan* (the “Plan”), funded by the New York State Environmental Protection Fund through the NYSDEC Hudson River Estuary Program, to evaluate local climate risks and outline adaptation strategies to protect public health, safety, natural resources, infrastructure, and the local economy; and

WHEREAS, the Plan presents the best available science on projected climate impacts for the Lower Hudson Valley region—including extreme heat, extreme weather events, sea level rise and storm surge, and climate-related illness—and identifies Nyack’s vulnerabilities and prioritizes actions to strengthen resilience; and

WHEREAS, the Plan reflects over a year of work by Village staff, consultants, the Nyack Climate Smart Committee, the Steering Committee, partner agencies, and dozens of engaged community organizations, with input from public workshops, surveys, and stakeholder meetings; and

WHEREAS, the draft Plan was presented to the Village Board at a public meeting on October 23, 2025 and posted for public review from November 1–30, 2025, during which comments were invited through the Village website, newsletter, and public outreach; and

WHEREAS, the Village Board finds that adopting the Plan is in the best interest of public health, safety, and welfare, and will help guide Village policies, capital planning, emergency preparedness, and partnerships to build a safer and more climate-resilient Nyack;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees of the Village of Nyack hereby adopts the Nyack Climate Vulnerability & Adaptation Plan, dated January 8, 2026 as the guiding document for Village climate adaptation planning and action; and

BE IT FURTHER RESOLVED that the Village Board directs the Village Administrator, the Sustainability Coordinator, and relevant Village staff to integrate the Plan’s recommendations into Village operations, planning, budgeting, and intergovernmental coordination; and

BE IT FURTHER RESOLVED that the Village Board authorizes the creation and convening of a Local Resilience Team, as outlined in the Plan, to meet annually with the Village Emergency Response Team, partner agencies, and community stakeholders to evaluate progress, update priorities, and coordinate climate resilience initiatives; and

BE IT FURTHER RESOLVED that the Village Board directs the Sustainability Coordinator and Climate Smart Committee to support public education, outreach, and program development necessary to implement the Plan; and

BE IT FURTHER RESOLVED that the Village Board will update the plan no later than every ten years and may amend, update, or supersede the Plan as needed in response to new information, updated climate projections, or emerging local needs; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

8.5 Resolution No. 2026-5 Resolution of the Nyack Village Board Increasing Salary of Kyle Coimbra, Treasurer

WHEREAS, the Board of Trustees of the Village of Nyack is authorized under New York Village Law to fix the compensation of appointed officers and employees of the Village; and

WHEREAS, the Board of Trustees has reviewed the duties, responsibilities, and performance of Kyle Coimbra, who serves as Treasurer for the Village; and

WHEREAS, the Board of Trustees finds it appropriate to adjust the compensation for this position;

NOW, THEREFORE, BE IT RESOLVED that the annual salary of Kyle Coimbra, Treasurer, is hereby increased from \$92,000 to \$95,000; and

BE IT FURTHER RESOLVED that such salary increase shall be effective, retroactive, to January 1, 2026; and

BE IT FURTHER RESOLVED that this salary shall be paid in accordance with the Village's regular payroll practices and from funds duly appropriated in the Village budget; and

BE IT FURTHER RESOLVED that the Village Treasurer is hereby authorized and directed to make such payments accordingly.

8.6 Resolution No. 2026-6 Resolution of the Nyack Village Board Adopting a Project Labor Agreement for Construction of the Emerging Contaminant (PFAS/PFOS) Treatment Project at the Nyack Water Treatment Plant

WHEREAS, the Village of Nyack (the "Village") is undertaking a public works project for the design and construction of an Emerging Contaminant (PFAS/PFOS) treatment system at the Nyack Water Plant (the "Project"); and

WHEREAS, the Project is necessary to ensure compliance with New York State drinking water standards, protect public health, and maintain uninterrupted operation of the Village's water supply; and

WHEREAS, the Village retained H2M architects + engineers ("H2M") to prepare a Project Investigation / Regional Setting for Use of a Project Labor Agreement, H2M Project No. NYAK2001, dated December 2025 (the "PLA Feasibility Study"), to evaluate whether use of a Project Labor Agreement would advance the Village's interests for this Project; and

WHEREAS, the PLA Feasibility Study evaluated the scope, complexity, cost, schedule, labor requirements, and regional construction conditions associated with the Project, including an estimated construction cost of approximately \$12.2 million and estimated labor costs of approximately \$5.16 million; and

WHEREAS, the PLA Feasibility Study found that the Project is technically complex, schedule-sensitive, and requires a skilled, multi-trade workforce, and that delays or labor disruptions could adversely affect water system operations and public health; and

WHEREAS, the PLA Feasibility Study documented regional experience with public construction projects utilizing Project Labor Agreements in Rockland County and neighboring jurisdictions, finding that PLAs have successfully promoted labor harmony, avoided strikes and lockouts, and prevented costly delays on comparable projects; and

WHEREAS, the PLA Feasibility Study further found that incorporation of a Project Labor Agreement for this Project is reasonably expected to promote competitive bidding, including by out-of-region contractors, by stabilizing labor conditions and standardizing work rules; and

WHEREAS, the PLA Feasibility Study concluded that the use of a Project Labor Agreement could result in estimated labor cost savings of approximately \$898,000, or 17.4% of total project labor costs, through standardized work hours, reduced overtime, use of working shop stewards, apprentice utilization, and uniform holiday schedules; and

WHEREAS, based upon the PLA Feasibility Study and its findings, H2M recommended that the Village incorporate a Project Labor Agreement into the bidding and contract documents for the Project; and

WHEREAS, the Board of Trustees has reviewed and considered the PLA Feasibility Study and finds that adoption of a Project Labor Agreement for this Project will advance the Village's legitimate proprietary interests, including obtaining the best work at the lowest responsible cost, minimizing risk of delay, and ensuring timely completion of this critical public infrastructure project; and

WHEREAS, the Board of Trustees has reviewed a proposed Project Labor Agreement entitled "Project Labor Agreement Covering Construction Performed on Behalf of the Village of Nyack and the Rockland County Building & Construction Trades Council – Emerging Contaminant PFAS/PFOS Treatment, Nyack Water Plant" (the "PLA");

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Nyack hereby approves and adopts the Project Labor Agreement for the Emerging Contaminant (PFAS/PFOS) Treatment Project at the Nyack Water Plant, based upon and in reliance on the findings and recommendations set forth in the PLA Feasibility Study; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the Project Labor Agreement on behalf of the Village, subject to approval as to form by the Village Attorney; and

BE IT FURTHER RESOLVED that the Project Labor Agreement shall be incorporated into and made a part of the bid specifications and contract documents for the Project, and all contractors and subcontractors performing work within the scope of the Project shall be required to comply with and become signatory to the PLA; and

BE IT FURTHER RESOLVED that the Village Administrator, Village Treasurer, and other authorized Village officials are hereby authorized to take all actions necessary to implement this resolution and administer the Project Labor Agreement in accordance with its terms.

**8.7 Resolution No. 2026-7 Resolution of the Nyack Village Board
Supporting Mayor's Signature on Letter to New York State Officials Regarding
Enforcement of the New York State Nutrient Runoff Law**

WHEREAS, excess phosphorus in surface waters contributes to harmful algal blooms, degraded water quality, and adverse impacts on drinking water supplies and aquatic ecosystems; and

WHEREAS, numerous waterbodies across New York State, including several within Rockland County, are designated as impaired for total phosphorus under Section 303(d) of the federal Clean Water Act; and

WHEREAS, the Village of Nyack's public drinking water supply is derived from Lake DeForest via the Hackensack River, making the Village directly dependent upon the protection of upstream surface water quality; and

WHEREAS, Lake DeForest and portions of the Hackensack River watershed are designated as impaired for total phosphorus, and elevated nutrient levels pose risks to source water quality, treatment costs, and public health; and

WHEREAS, the New York State Nutrient Runoff Law regulates the retail sale and application of phosphorus-containing fertilizers and expressly preempts local regulation in favor of statewide enforcement; and

WHEREAS, the Board of Trustees shares the concerns expressed by Rockland County officials regarding inconsistent or insufficient enforcement of the New York State Nutrient Runoff Law and the resulting impacts on water quality within the Hackensack River watershed; and

WHEREAS, Rockland County transmitted correspondence dated May 29, 2025, to the Governor of the State of New York, the Attorney General, and senior officials of the New York State Department of Environmental Conservation requesting enhanced education, monitoring, and enforcement of the Nutrient Runoff Law; and

WHEREAS, the Board of Trustees finds that effective statewide enforcement of nutrient runoff regulations is essential to protecting Lake DeForest, the Hackensack River, and the Village of Nyack's drinking water supply;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Nyack hereby expresses its support for enhanced enforcement of the New York State Nutrient Runoff Law to protect surface waters, including Lake DeForest and the Hackensack River watershed; and

BE IT FURTHER RESOLVED that the Board of Trustees hereby supports and authorizes the Mayor of the Village of Nyack to sign and transmit a letter to the Governor of the State of New York, the Attorney General, and the New York State Department of Environmental Conservation advocating for consistent enforcement of the Nutrient Runoff Law, substantially consistent with the positions advanced by Rockland County; and

BE IT FURTHER RESOLVED that the Village Clerk is directed to transmit certified copies of this resolution to the appropriate State officials and agencies.

8.8 Resolution No. 2028-8 – Resolution of the Nyack Board of Trustees Approving the Appointment of Miriam Rubinton to the Zoning Board of Appeals

RESOLVED, the Board of Trustees of the Village of Nyack approves appointment of Miriam Rubinton to the Zoning Board of Appeals to as an alternate for a term of two years, to expire at the Annual Meeting of the Board of Trustees in December of 2027.

8.9 Resolution No. 2026-9 Resolution of the Nyack Village Board to Approve Street Closure Permits for Maureen's Jazz Cellar for Two Events in 2026: Dancing in the Streets (May 9, 2026) and Nyack Jazz Festival (August 29, 2026)

RESOLVED, the Board of Trustees of the Village of Nyack to approves applications for a street closures on North Broadway for the dates 5/9/26 and 8/29/26, for music events sponsored by Maureen’s jazz Cellar.

8.10 Resolution No. 2026-10 Resolution of the Nyack Village Board to Amend 238-4 (Prohibited noises) and §238-5 (Exceptions) of Chapter 238 (Noise), of the Code of the Village of Nyack so as to Prescribe an Automatic Repeal, on 12/31/2028 by Means of a Sunset Provision, of the Exception (Exemption) from the Prohibition of Gasoline-Powered Leaf Blowers

At 7:30 PM, during a regular meeting of the Board of Trustees of the Village of Nyack (“Village”), convened on January 8, 2026 (“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 provisions embodied in Chapter 238 (Noise) 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 Village Code §238-4 and §238-5 , so as to prescribe an automatic repeal, on 12/31/2028 by means of a sunset provision, of the exception (exemption) from the prohibition of gasoline-powered leaf blowers which Local Law is appended hereto, made a part hereof and marked as “ATTACHMENT A.”

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 affected property owners/managers, Village residents, and business operators in the Village, that these amendments are pragmatically necessary to encourage the transition to battery-powered leaf blowers by parties responsible for maintaining very large properties, which amendments are a practical balancing of ameliorating the unavoidable hardships of these property owners, and

preserving and protecting the quality of life of Village residents and businesses, and their guests, invitees and customers, and the tourists of the Village (“legislative intents and purposes”).

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

RESOLVED, the Board of Trustees of the Village of Nyack finds that this Local Law will fulfill its legislative intents and purposes, and that the Village Board hereby adopts the Local Law in the form and substance as appended hereto as “ATTACHMENT A,” and as same may have been amended “by-hand” during the Public Hearing.

8.11 Resolution No. 2026-11 Resolution of the Nyack Village Board to Apply for a Grant from the NYS Department of Transportation for Sidewalk Improvements in the Area Between Broadway and the Waterfront

WHEREAS, After thorough consideration of the various aspects of the problem and study of available data, the Village has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, The New York State Department of Transportation has made funds available from the Federal Highway Administration through the Transportation Alternatives Program to support bicycle, pedestrian, multi-use path projects and programs and expand opportunities for non-vehicular transportation choices; and

WHEREAS, the activities of the Project herein improve mobility, provide safe routes for pedestrians to access daily needs, public transportation and recreational opportunities, enhance the character of the village and contribute to its revitalization, and further the Village of Nyack’s plans for ADA-compliant sidewalks throughout the entire village; and

WHEREAS, the Village deems it to be in the public interest and benefit under these acts to authorize and direct Joe Rand, as Mayor of the Village of Nyack, New York, to file an application for funds to the New York State Department of Transportation, Transportation Alternatives Program.

NOW, THEREFORE, BE IT RESOLVED,

1. That Joe Rand, as Mayor, is hereby authorized to file an application for funding in support of the construction of an ADA-compliant sidewalk system in the Village’s historic waterfront and central business district, including Hudson Avenue, Piermont Avenue, Main Street, Spear Street, Burd Street and Gedney Street.

2. That the Municipality agrees that it will fund as a match at least 20% of the cost of the Project, and that funds will be available to initiate the Project's field work upon execution of a contract with New York State Department of Transportation.

8.12 Resolution No. 2026-12 Resolution of the Nyack Village Board to Post a “Loading Zone” sign on Hudson Ave.

RESOLVED, the Board of Trustees of the Village of Nyack approves the installation of a “loading zone” sign at the corner of Hudson Ave by S Broadway and, accordingly, the amendment of the list of such loading zones kept by the Village Clerk, as per Village Code Section 330-56 Loading zones and limited time zones.

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

- 7.1 – Orangetown Police Department
- 7.3 – Village Administrator
- 7.4 - Village Clerk

9. Old Business

- 10.1 HVAC bid award?
- 10.2 Roof bid award?
- 10.3 Nyack Rat Control Project
- 10.4 Nyack Memorial Park Shoreline Path Project
- 10.5 Nyack Tourism Grants
- 10.5 Parking Authority meeting, 1/8/26

10. New Business

- 10.1 Amend zoning code, add “cultivation” to definition of “manufacturing”.

11. Communications

- 11.1 Helping Hands of Rockland food truck on Depew Ave – they have concluded their successful season and would like to return in mid- to late March, serving about 140 hot meals, takeout, once a week.

12. Public Comment

13. Executive Session

14. Adjournment

ATTACHMENT A

LOCAL LAW NO. 1, 2026 OF THE VILLAGE OF NYACK

A LOCAL LAW AMENDING PARAGRAPH “G,” OF §238-5 (EXCEPTIONS), OF CHAPTER 238 (NOISE), OF THE CODE OF THE VILLAGE OF NYACK, SO AS TO PRESCRIBE AN AUTOMATIC REPEAL, ON 12/31/2028 BY MEANS OF A SUNSET PROVISION, OF THE EXCEPTION (EXEMPTION) FROM THE PROHIBITION OF GASOLINE- POWERED LEAF BLOWERS (11/16/2025 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 an amendment to Paragraph “G,” of §238-5 (Exceptions), of Chapter 238 (Noise), of the Code of the Village of Nyack (“Village”), so as to prescribe an automatic repeal, on December 31, 2028, by means of a “sunset” provision, of the exception (i.e., exemption) from the prohibition of gasoline-powered leaf blowers; for the reasons that the Village Board of Trustees finds that a three-year period of time is a reasonable amount of time within which to expect that commercial-grade battery-powered leaf blowers should substantially improve and become widely available, thereby enabling very large properties to clear their land of fallen leaves and vegetation without the use of gasoline-powered leaf blowers, which will preserve and protect the quality of life of Village residents and businesses, and their guests, invitees and customers, and the tourists of the Village.

Section 2 – Paragraph “G,” of §238-5 (Exceptions), of Chapter 238 (Noise), of the Code of the Village of Nyack, is amended to read as follows:

Sounds created by gasoline-powered leaf blowers that are being operated (i) on a property lot that is at minimum of ten acres in size, (ii) during the seasonal time periods of April 1 through May 15, or October 8 through November 21, (iii) on, and during, the following days of week and times of day only: 9:00 a.m. through 4:00 p.m. on weekdays; except on Federal and New York State governmentally observed holidays and on days on which school is closed by the Nyack Union Free School District for a holiday, religious holy day or day of observance (“holidays”), on which holidays the sounds created by the operation of gasoline-powered leaf blowers shall not be permitted. This Paragraph “G” shall be automatically repealed, and shall no longer be in effect, as of December 31, 2028 (“Sunset Date”), without the need for any further action by the Village Board of Trustees or any other Village governmental body.

Section 3 – Effect of Repeal

Upon the Sunset Date:

1. Paragraph “G,” of §238-5 (Exceptions), of Chapter 238 (Noise), of the Code of the Village of Nyack (hereinafter “¶G”), shall be deemed fully repealed.
2. All rights, privileges, obligations, duties, responsibilities and liabilities that have accrued under ¶G, prior to the Sunset Date, shall remain in effect and enforceable.
3. Any actions taken pursuant to ¶G, prior to the Sunset Date, shall remain valid and shall not be affected by the repeal.
4. Any penalties or fines imposed or sentenced for violations of ¶G, which violations occurred prior to the Sunset Date, shall remain in effect and enforceable after the Sunset Date.

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 filing a copy with the NYS Secretary of State in the manner prescribed by NYS Municipal Home Rule Law §27.

Catholic Charities Community Services of Rockland County

Nyack Targeted Outreach Project

December 2025

Summary

Village of Nyack Officials have been working together with Catholic Charities for the past few years to explore ways to alleviate homelessness in the village. While some progress has been made, the village contacted David Jackson, our Street Outreach Case Worker, to seek new ways of addressing the matter.

David Jackson, LuAnn Kelley (CCCSR Associate Director) met with Andy Stewart (Nyack Village Administrator) on December 5th to discuss strategies to enhance outreach and intervention in Nyack.

The Proposed Project

CCCSR proposes hiring a part-time Outreach Specialist (OS) to complement David's efforts. The individual would report directly to the CCCSR Associate Director and be in regular communication with David. Key responsibilities:

1. Street outreach to complement STEHP, RCADD and OPD current work for approximately 4 hours per week
2. Office hours at Soup Angels up to 7 hours per week
3. Office hours at library up to 4 hours per week
4. Case work hours including data entry into client database, referrals, and coordination of care for engaged clients for approximately 5 hours per week
5. Outreach Specialist will need to be able to communicate effectively with clients, especially those who only speak Spanish

Project Budget

Outreach Specialist (20 hrs/week @ up to \$30 per hour for 50 weeks
\$30,000

Fringe at 11%
\$ 3,300

Overhead at 10% \$ 3,330

Total Project Budget
\$36,630



NYACK CLIMATE VULNERABILITY & ADAPTATION PLAN

Adopted January 8, 2025

Funding for this project has been
provided by the New York State Environmental Protection Fund,
NYSDEC Hudson River Estuary Program.

LETTER FROM THE MAYOR

The climate is changing. More rain, extreme heat, violent storms, flooding, and droughts are happening now and increasing across the region, the country and across the world. We need to prepare for long-term impacts and be alert to more surprise emergency scenarios, so our community can be resilient and continue to thrive. Even if efforts succeed to keep the increase in the global average temperature to well below 2°C above pre-industrial levels as the global Paris Agreement calls for, we must adapt to the warming that is already “baked in.”

Climate change will continue to affect not just our health and local infrastructure. Our local landscapes, natural systems, and seasonal climate are critical to the cultural identity, economic prosperity, and quality of life here in Nyack, and we need to protect these community assets too.

This plan addresses current and future risks and aims to foster partnerships and communication among many individuals, organizations, businesses and agencies to ensure we continue to have a safe and vibrant community. There is a lot to do, and some of it will take a shift in mindset and will be costly, but the costs for not preparing and adapting can add up quickly and accrue to us all.

Fortunately, Nyack knows how to take action on climate. We are the first and thus far the only community in Rockland (and one of the few in New York State) to receive the Silver certification in the Climate Smart Communities program, and we are the first in Rockland to develop a climate action plan and adaptation plan. Our community is fortunate in the high level of support and engagement from our residents and businesses, our staff and local government, Orangetown, Clarkstown and Rockland County. Above all, our Nyack community values what makes us unique and knows how to work together. That will be the key to our resilience.

ACKNOWLEDGEMENTS

Project leadership and government officials

Village of Nyack

Joe Rand, Mayor

Village Trustees: Joe Carlin, Donna Lightfoot-Cooper, Pascal Jean-Giles, Nathalie Riobe-Taylor

Andy Stewart, Village Administrator

Marcy Denker, Project Coordinator

Steering Committee

Bill Batson

Steve Cea

Andrew Goodwillie

Annie Hekker

Alain Leinbach

Contributors

Clermont Apartments Laura Greenberg, Condominium Board Member

Creative Aging in Nyack Ann Morgan, Director

Cornell Cooperative Extension, Rockland Frankie, Lede, Energy Advisor

Nyack Boat Club Clifford Selover, Commodore Steve Roland, member

Nyack Center Kim Cross, Director

Nyack Climate Smart Committee Marcy Denker and Steve Cea Co-Chairs

Nyack Library Tracy Dunstan, Director; Eric McCarthy, former Director

Montefiore Nyack Hospital Steve Apicella, Director of Safety and Security; Michael Novak, Vice President and Chief Operating Officer, Sandra J. Arévalo, Director of Community Health & Wellness

Nyack Public Schools Enrique Catalan, Assistant Superintendent for Finance & Operations

Nyack Water Department Thomas Lynch, Superintendent

Orange and Rockland Utilities, Inc. Matthew Marconi, Regional & Community Affairs; Alfred Lim, Project Specialist Distributed Resource Integration

Rockland Conservation & Service Corps Kathy Galione, Project Coordinator

Rockland County Office of Fire & Emergency Services - Chris Jensen, Coordinator

Rockland County Department of Health - Dr. Mary Leahy, Commissioner, Kevin McKay, Director of Epidemiology & Public Health Planning; Samuel Rulli, Senior Public Health Engineer

Rockland County Task Force on Water Resources Management Nicole Laible, Coordinator; Ariana Polanco, Water Conservation Coordinator

Town of Orangetown Department of Highways Jim Dean, Superintendent of Highways; Stephen Munno, Senior Administrative Assistant.

Village of Nyack Building Department -Manny Carmona, Chief Building Inspector

Village of Nyack Clerk Linda Donnelly, Village Clerk

Village of Nyack Department of Public Works Jonathan Abrams, Maintenance Supervisor

Village of Nyack Parks Commission - Jim Wilcox, Chair

Village of Upper Nyack - Karen Tarapata, Mayor; Harry Vetter, Upper Nyack Green Committee

General support

Hudson Valley Regional Council

ICLEI USA– Angelica Greco

New York Sea Grant - Jessica Kuonen

Funding

Funding for this project has been provided by the New York State Environmental Protection Fund, NYSDEC Hudson River Estuary Program

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EXECUTIVE SUMMARY

This Climate Adaptation Plan serves as a framework for the Village of Nyack to prepare for and respond to climate change impacts. The plan is part of the broader [Nyack 2030 initiative](#), which aims to reduce greenhouse gas emissions by at least 75% by 2030, better protect natural resources, and adapt to climate change.

Four Climate Hazards Addressed:

- *Extreme Heat and Heat Waves*
- *Extreme Weather Events (Precipitation, flooding, wind, drought)*
- *Sea Level Rise and Storm Surge*
- *Climate Change-Related Illness*

Vision

The plan articulates a vision for a climate-resilient Nyack 2045 that emphasizes the need for community-wide engagement and strategic investment, with a focus on affordability and empowerment through ongoing education.

Organization of the Report

The plan is structured around several key components:

- *Climate Risk Assessment:* Analysis of current and projected climate hazards
- *Vulnerability Assessment:* Identification of at-risk populations, infrastructure, and systems
- *Adaptation Plan:* Recommended actions for government and community to address the risks

A section is devoted to each of the four hazards, as well as compound events involving at least one hazard combined with an extended power outage. Each of these sections presents an overview of the climate change projections, a list of the top concerns for Nyack related to that hazard, and a set of recommendations for adaptation. A chart summarizing the relevant information about Nyack buildings and infrastructure is provided at the end.

Top Concerns Identified

Extreme Heat and Heat Waves

- Protecting vulnerable populations
- Water quality impacts
- Short term droughts and brush fires
- Increased demand for air conditioning
- Electricity demand, supply and affordability
- Building efficiency upgrades and weatherization
- Environmental impacts on natural landscape

Extreme Weather - Wind, Rain, Snow, Ice, Drought

- Threats to public safety
- Property damage – Basement flooding, flash floods, falling trees, frozen pipes, etc.
- Impacts on power, water and wastewater infrastructure

Sea Level Rise and Storm Surge

- Built Environment – potential flood damage to properties along the waterfront
- Waterfront parking lot flooding – damage and evacuation needs
- Boats and moorings – damage from wind and wave action
- Natural Environment – salt water and flooding damage to plantings

Climate Change-Related Illness

- Heat related illnesses
- Respiratory diseases related to air quality – ground level ozone and wildfire smoke
- Vector-Borne Diseases – ticks, mosquitoes
- Potential other emerging diseases

Key Next Steps for Adaptation

Emergency Preparedness

- Review and update Nyack Emergency Plan
- Update and Expand Nyack's Response and Preparedness information on the Village website.
- Establish a Climate Resilience Team of key village, town and county stakeholders
- Clarify/publicize early warning system options for the public
- Establish/expand cooling and warming center options.
- Plan for emergency shelters
- Assess/Plan for backup power needs at key community sites
- Host emergency preparedness workshops

Making Private Buildings Resilient

- Develop tools and programming for increasing weatherization and efficiency upgrades and heat pump conversions.
- Support moving shoreline buildings' mechanical systems above flood elevation.
- Encourage backup generator installations.
- Seek funding and technical support for the above building improvements.

Infrastructure Resilience

- Reduce Downtown Flooding
 - i. Continue to maintain and improve the storm sewer system.
 - ii. Complete mapping of MS4 system.
 - iii. Obtain a HydroVac truck.
- Improve Nyack Water System Resilience
 - i. Investigate funding sources and cost saving measures, including Demand Response.
 - ii. Acquire temporary barriers to protect the plant from flooding if riverbank berms are overwhelmed.
 - iii. Continue with the collaboration with Nyack Hospital and others to ensure redundancy in hospital water quality/supply.
 - iv. Install new flushers and aeration devices.
- Increase Green Infrastructure

- i. Increase tree canopy coverage and improve maintenance/protection of trees.
- ii. Plan proactively for climate change impacts in the natural landscape.
- iii. Reduce impervious surface by removing paving to add more planting.

Public Health Protection

- Coordinate with the partners (Rockland County Department of Health, Montefiore Nyack Hospital and others) to prepare to offer additional protection for those with chronic illnesses who may be at most risk.
- Plan heat illness prevention programming and outreach, especially targeting vulnerable populations
- Expand outreach and education about climate change related disease.

INTRODUCTION

The Need for a Plan

We are living in a world shaped by a warming climate, and the evidence is clear. Heat waves, hurricanes, flooding, and fires that were unexpected where they occurred and, greater in magnitude than in the past, have been shown to be a result of climate change. We need to learn what to expect and prepare for the unexpected. Extreme events that take us by surprise can even happen in quick succession. If combined with power outages, the results can be disastrous.

At the same time, we need to understand and adapt to the more gradual shifts that are affecting everything around us. In the regional landscape, for example, farmers, urban tree managers, and home gardeners have seen evidence of changes in seasonal weather patterns with earlier bud break, flash droughts and signs of stress on indigenous plants and the wildlife that depends on them for food and shelter. We need to adjust the way we do things, make accommodations, decide how to afford the costs, and look for hidden benefits as we go.

The *Nyack Climate Vulnerability Assessment & Adaptation Plan* is based on an assessment of Nyack's vulnerability to climate change hazards. It lays out actions for Nyack's government and community to adapt to climate change as we understand its potential impacts here today and lays the groundwork for a coordinated approach in the years ahead. The plan complements the *Nyack2030 Climate Action Plan* (2024), which addresses local climate mitigation — the steps our government and the Nyack community need to take to reduce greenhouse gas emissions.

Scope

The Plan is based on an assessment of the vulnerability of the assets in our community to four hazards related to climate change. These hazards were chosen based on current climate research for our region, existing plans and local knowledge:

- **Extreme heat and heat waves**
- **Extreme weather events**
- **Sea level rise and storm surge**
- **Climate change-related illness**

Project Process

A steering committee including Village staff and community members helped develop a public survey and organize workshops for key stakeholders and the public to assess how, why, to what degree the people, infrastructure, ecosystems, economy, and services in our community are now or may become susceptible to these hazards, and they provided recommendations for addressing the vulnerabilities. The committee and other stakeholders were asked to contribute to the assessment as it developed and comment on drafts of the plan. The rough draft was available to the Village Board and stakeholders in July 2025. The final draft, including the vulnerability assessment, adaptation plan and vision statement was presented to the Village Board at a public meeting on October 23, 2025, and available to the public on the Village of Nyack website from then until November 30, 2025. The Village announced the draft and invitation to comment on the Village website homepage and the Village newsletter and website homepage.

Background Research

National and Regional Climate Assessments

The expected changes in climate in this report are based on a review of national, regional state, and local assessments. All these key sources agree that persistent temperature rise, heavier precipitation especially in winter/spring, sea level/river rise will occur. The Fifth National Climate Assessment Northeast Chapter describes the impacts and mitigation and adaptation measures being taken across the region to respond to increased incidences of climate hazards in the Northeast U.S. [The New York State Climate Impacts Assessment \(CLIM AID\)](#) presents projected changes between now and the end of this century for temperature, heat waves, rainfall, heavy storms, sea level rise, and other conditions for New York State. NOAA National Centers for Environmental Information State Climate Summaries 2022 also presents key information projections.

Cornell CALS and ClimAID provide more detail with localized estimates covering Rockland County. The chart below provides a summary of projected climate changes for Nyack based on ClimAID regional downscaled data, as used in NYSERDA and Cornell CALS projections. O&R did a later study in 2023 with updated Coupled Model Intercomparison Project 6 (CMIP6) data.

SUMMARY CHART OF PROJECTED CLIMATE CHANGE FOR NYACK

Indicator	Climate Variable	Baseline (1981-2010)	2030s	2050s	2080s
TEMPERATURE	Annual Average Temperature	50.8°F	+2.8°F to +4°F	+4.1°F to +6.1°F	+5.7°F to +10°F
	Winter Average Temperature	30.4°F	+2.7°F to +4.5°F	+4.1°F to +6.5°F	+6°F to +9.9°F
	Summer Average Temperature	70.8°F	+2.6°F to +4.2°F	+4.1°F to +6.3°F	+6°F to +10.5°F
	Number of Heat Waves (3 or More Consecutive Days with Max Temp ≥ 90°F)	2	+2 to +4	+4 to +7	+4 to +8
	Average Length of Heat Waves	4 days	+1 day	+1 day to +2 days	+1 day to +4 days
PRECIPITATION	Annual Average Precipitation	45.8 in	+1% to +8%	+4% to +11%	+7% to +17%
	Winter Precipitation	9.9 in	+2% to +13%	+5% to +20%	+11% to +30%
	Spring Precipitation	11.8 in	+1% to +10%	+4% to +15%	+7% to +18%
	Summer Precipitation	12.2 in	-3% to +10%	-2% to 11%	-1% to +16%
	Fall Precipitation	12.0 in	-4% to +8%	-4% to +9%	-2% to +14%
	Extreme Precipitation Events (Days > 2 in of Precipitation)	3	+1	+1 to +2	+1 to +3

Source: Climate projections for the South Hudson River Valley accessed from the New York State Climate Impacts Assessment [Appendix: Climate Change Projections Tables](#). Projections (shown for the 2030s, 2050s, and 2080s) represent mean changes relative to the 1981-2010 base period.

Climate Change-Related Health Resources

Incidences of diseases and other health conditions that can be expected to increase due to climate change have been documented for our region. The Center for Disease Control's website [Climate and Health](#) provides details on specific ways climate change affects health. This aspect of Nyack's plan focuses mainly on heat and respiratory illnesses, vector-borne diseases (those carried by vectors, such as ticks and mosquitoes). The [New York State Department of Health website](#) provides information for the public about these conditions, as well as ongoing research.

Other useful sources for the information presented in the Plan related to health impacts include [Fifth National Climate Assessment Human Health Chapter](#)

Self-Evaluation with the Climate Smart Resiliency Planning Tool

The Village conducted a self-evaluation of local plans, policies, and projects using the [Climate Smart Resiliency Planning](#) (CSRP) procedure, which helps municipal staff and officials recognize the opportunities to enhance community resilience, identify vulnerabilities. The assessment showed that the Village has a solid set of resources for understanding and addressing the community's vulnerability to multiple hazards, along with recommended strategies and tools for mitigating these risks in several plans: The Rockland County Multi-Hazard Mitigation Plan (2024), which now includes climate change projections, as well as in the Nyack Comprehensive Master Plan (2015) the Local Waterfront Revitalization Plan (2019), and the Nyack Green Infrastructure Roundtable Report (2013). Over the past fifteen years, the Village has been working to address some of these risks through changes in policies and planning. A summary of the findings can be found [here](#).

The CSRP assessment also identified important gaps in the Village's preparedness for disasters in both the short and long term, and it helped determine steps for improving plans—notably the local Emergency Operations Plan—as well as community outreach strategies and facilities for improving resilience. As a result, a top priority in implementing the adaptation plan will be to update the emergency operations plan, and develop an outreach and education strategy that addresses emergencies and resilience.

Stakeholders, Public Engagement and Methods



A wide variety of key stakeholders participated in a workshop session in February 2025. The stakeholders attending included representatives from community-based organizations serving the elderly (Creative Aging, Nyack); youth, (Rockland Conservation and Service Corps); youth and lower income households (Nyack Center); emergency services (Montefiore Nyack hospital); Nyack Library; waterfront residents; business (Chamber of Commerce, Visit Nyack); and Village staff. Those who were invited and not able to attend were asked to participate in calls and meetings later in the process. The list of participants can be found [here](#), and the full stakeholder list [here](#).

Workshop participants considered community assets, pairing each with a set of climate hazards to determine the exposure, sensitivity, and adaptive capacity of that asset. Specifically, they were asked to discuss potential impacts on Nyack buildings and infrastructure, water supply and wastewater infrastructure, parks, yards and natural areas, health and emergency services, communication systems, educational and cultural spaces, transportation systems, and local economy and jobs. This approach is meant to reveal the degree of vulnerability of each asset and help in prioritizing actions.

In the course of the meeting and in subsequent sessions, we used this framework to organize our discussions. After further research and further discussions, the assessment information was used in a second stakeholder meeting with other participants in May 2025. The input chart was kept open for comments from stakeholders after the meeting. For reference, charts from both sessions can be found [at this link](#) and on the [Climate Risk and Resilience page](#) on the Nyack 2030 website. Discussions naturally included existing adaptation strategies and the preliminaries of a vision for future resilience even as the focus remained on understanding vulnerability.

Public Survey

The public had the opportunity to respond to a questionnaire about their experiences and concerns related to the climate hazards in February and March 2025. The Village sent a postcard, in English and Spanish, announcing an online survey and public workshop to all households in the 10960-zip code. Flyers were distributed throughout the Village in businesses, Nyack Center, Head Start and other locations. The survey was available in English and Spanish. There were 197 responses to the English version and none to the Spanish version. Survey respondents overwhelmingly expressed a high level of concern about many of the projected impacts of the hazards on local health, safety and the environment. The survey results can be found on the [Climate Risk and Resilience page](#) on the Nyack 2030 website. The lack of response to the Spanish survey highlighted the need for more dedicated and targeted efforts to reach this population in the outreach efforts outlined in the adaptation plan.



Public Workshop

The presentation at a public workshop attended by 34 people in March 2025 provided an overview of the projections for the four hazards, the results of the survey, and a brief overview of [Orange and Rockland's Climate Change Resiliency Plan](#). The following discussion session focused on the potential impacts of compound events, when incidents of extreme weather are combined with each other and/or extended power outages, and led to a plan for a follow up meeting for staff with representatives from O&R and the Rockland County Office of Fire & Emergency Services for further discussion.

Further Research– From Vulnerability to Adaptation Strategies

A meeting for key Village of Nyack staff on emergency planning led by representatives from Orange and Rockland and Rockland County Fire and Emergency Services provided more insights on gaps and vulnerabilities, particularly in power outages. Notes from that meeting can be found [here](#).

The Steering Committee, Village Board and key stakeholders had an opportunity to review the first report draft, including a draft vision statement, in July and provided comments. Through the summer and early October., key stakeholders helped to fill the gaps and develop the adaptation strategies in follow-up meetings, calls and email exchanges, including the following: Ann Morgan of Creating Aging Nyack about the needs of local seniors; Tom Lynch, Supervisor of the Nyack Water Plant about water quantity and quality, Jim Dean, Superintendent and Stephen Munno, Senior Administrative Assistant at the Town of Orangetown of Highways about emergency operations and road salt, Steve Roland and Commodore Clifford Selover of the Nyack Boat Club and Laura Greenberg, Condominium Board Member at the Clermont Apartments about challenges and plans for waterfront properties, and the Rockland County Task Force on Water Resources and others.

The Steering Committee and Nyack Climate Smart Committee reviewed the final draft plan in September, and it was sent to the full stakeholder list, prior to the public presentation of the plan to the Nyack Village board at its meeting on October 23, 2025. The plan was posted online for public review from November 1-30, 2025. Announcements in the Village's weekly email newsletter and official and private social media pages invited the public to comment on the Vision Statement, and final draft plan. Examples of this outreach can be found [here](#).

Ongoing Commitment

Nyack Sustainability Coordinator and Climate Smart Committee

The Sustainability Coordinator works with the Village Administrator and the Nyack Climate Smart Committee to organize efforts to address climate change and environmental challenges through strategic planning and local initiatives. The Sustainability Coordinator will be responsible for assisting in implementation, and involving the Climate Smart Committee, particularly with education and outreach.

Village of Nyack Emergency Response Team

The Village's emergency response team consists of the Mayor, Deputy Mayor, Village Administrator, Assistant to the Village Administrator, Department of Public Works Supervisor, Building Inspector, Village Attorney, Village Clerk, Fire Inspector, Chief Water Operator, Nyack Fire Chiefs, Goosetown Communications, and Orange and Rockland Utilities. The Team commits to addressing the needs identified in this assessment by improving the Nyack Emergency Operations Plan and checking for updates annually.

Local Resilience Team

The following participants in creating this plan have made a commitment to an annual check-in to assess progress and make adjustments to the goals outlined in the plan.

Village of Nyack

Village Administrator
Sustainability Department
Chief Building Inspector

Town of Orangetown: Office of Emergency Management Committee

Rockland County

Department of Health
Task Force on Water Resource Management
Office of Fire & Emergency Services

Orange and Rockland Utilities

Updates and Reporting

The vulnerability assessment and adaptation plan are to be updated at least every 10 years (2035) or when a new understanding of hazards occurs (like a major storm) or when updated state climate projections become available. The adaptation plan checklists are to be reviewed annually and summaries to be made publicly available.

THE VISION

The goals and strategies set out in this Adaptation Plan are based on an ambitious but practical vision for the next two decades. The plan sets out a path for learning, communicating, and collaborating to understand how climate change is affecting us, and implementing solutions to address challenges to the natural and man-made assets we value in our community.

Nyack will be a resilient community dedicated to

- maintaining a proactive approach to climate adaptation

- strengthening existing plans for emergency preparedness and deployment
- keeping current on best practices and innovative approaches to address climate hazards
- improving outreach and connections to address the diverse needs of residents and businesses
- coordinating partners at the local, town and county levels to address known and emerging challenges
- and harnessing the expertise and funding needed to keep Nyack vibrant, safe and strong.

Envisioning a Resilient 2045

Participants in creating the plan envisioned scenarios in 2045 to help clarify goals and test assumptions. While we surely will see changes in the next twenty years that we can't even imagine now, we also know that looking back twenty years there is much that remains the same, despite efforts to make progress addressing climate change. We aimed to be honest about the challenges while maintaining an optimistic outlook.

In 2045, in Nyack, the summers are much hotter, but most residents now have energy efficient air conditioning and fans, shading and other passive strategies to help keep buildings cool. Assistance for low-income households in acquiring air conditioning and affording energy bills is available. A significant number of homes are weatherized, so the costs of increased use of air conditioning are manageable. Financial incentives from federal and state sources and technical support were critical in making this happen.






While short term droughts have become more frequent, residents have become more conscientious about water conservation strategies, including landscaping with more drought tolerant plants and limiting irrigation. Across the local landscape in 2045 healthy, large canopy trees, awnings, and canopies of various kinds now provide cooling shade over areas that were once open expanses of asphalt and concrete, from the west side of the village through downtown and the waterfront. Yards and campuses have been transformed as trees and native plantings have replaced large lawn areas and invasive species. An ever-growing group of tree and garden advocates across the community have coordinated for years to advance education, among young and old, about planting wisely for biodiversity and adaptation, and the results are visible across the greater Nyacks.

By 2045, Memorial Park and the new waterfront hub at Nyack Marina have proved resilient through major storm events, thanks to forward-looking design and planning. Likewise, with a combination of building retrofits and emergency planning, the residents in the multifamily buildings along the waterfront have adapted well to living with flooding along the river in extreme storms. While major heavy rain still causes occasional sewer overflows at the sewage pump stations at the marina and at the end of Gedney Street, the Village has made significant progress in reducing the number of illegal connections to the sanitary sewer even as flooding and precipitation have increased. Nyack Water Treatment Plant has continued to serve its customers well while successfully addressing threats of flooding, reduced water supply, and increasing levels of contamination in the water supply. The Village has undertaken drainage improvements that reduce flooding downtown.

By now in 2045, the village has weathered several extreme storms in summer heat waves and winter cold, with prolonged power outages. Communication channels have worked well, and all emergency services partners have been able to rise to the task. Homebound residents and other vulnerable populations have signed up for emergency alerts, know where and how to get transportation or other help. Thanks to coordinated planning for the community to be well-prepared, the installation of additional backup power, the availability of shelters, and the continued capability and dedication of local volunteer fire and ambulance services, Nyack has come through safe and strong.

CLIMATE HAZARDS

The recommended actions for the four climate hazards addressed in the plan are organized into checklists that describe the action, assign ratings for cost and difficulty, indicate the project lead and partners, and provide links to relevant resources. In addition, since resilience is the outcome of addressing multiple needs, and many actions will have multiple benefits, these potential co-benefits are indicated by symbols for each main section in the list.

Co-benefits–high potential to:	
Improve public health	
Save money	
Enhance natural resource security	
Deliver benefits to frontline communities	
Lower greenhouse gas emissions	

1-EXTREME HEAT AND HEAT WAVES

REGIONAL CLIMATE PROJECTIONS

The Northeast is getting warmer. Heatwaves are happening more frequently, lasting longer, and becoming more intense. Our local area is among those projected to experience the largest increase in the number of extremely hot days per year.¹

According to the NYS Climate Impacts Assessment, days over 90 degrees are projected to increase to between 41 to 64 days per year by 2050 over the historical average of 18 days.² This will likely transform the experience of summer here in Nyack.

In addition, the assessment reports a projected increase for all of New York State in the number of even warmer days, those over 95°F. The Dobbs Ferry station, which is closest to Nyack, “is projected to experience the most 95°F days: 13–29 days per year by the 2050s and 18–57 by the 2080s.”³ Further, “[m]ulti-day heat waves are expected to occur more frequently across New York State in the decades ahead... By the 2080s, all stations are projected to have at least three heat waves each year. Central Park and Dobbs Ferry, which had the most heat waves per year over the 1981–2010 baseline period at an average of 2 per year, are anticipated to experience 5–9 heat waves per year by the 2050s and 6–10 by the 2080s.”⁴

TOP CONCERNS – EXTREME HEAT AND HEAT WAVES

Heat-related illnesses

- Heat exhaustion, heatstroke, cardiovascular stress, especially amount vulnerable populations -- the elderly, pregnant women, young children, those with preexisting medical conditions and outdoor workers and emergency responders
- Respiratory system impacts – exacerbates conditions like asthma, bronchitis, and other lung diseases due to increased concentrations of air pollutants

Electricity Demand and Cost

- More demand for air conditioning straining the power grid, leading to blackouts or brownouts.
- Lack of access to adequate air-conditioning

Built Environment

- Energy efficiency – challenges to increasing efficiency in buildings
- Materials degradation – Road buckling, rail tracks warping
- Operations – Need for upgrades with changes in water chemistry

Water Quality and Quantity

- Salinity
- Trihalomethanes Formation
- Harmful byproducts of water treatment
- Algal Blooms
- Water shortages

Natural Environment

- Complex stress on the environment with increasing heat and increased precipitation and short-term drought on plants, soils and wildlife.

- Northward migration of some species and disruption of seasonal/life cycle patterns
- Multiple impacts on water quality, with increased health risks and increased water treatment costs to maintain a quality potable supply

NYACK VULNERABILITY SUMMARY - Extreme Heat and Heat Waves

Nyack faces multiple climate-related hazards that primarily stem from increasing temperatures and more frequent extreme heat events. Rising heat and humidity are expected to result in more intense and prolonged heat waves, which create significant health risks for vulnerable populations, including pregnant women, the elderly, children, outdoor workers, and residents in low-income households who may lack access to adequate cooling.

Many homes in the community are drafty, poorly insulated, or lack weatherization, which makes it harder for them to remain cool during heat events. Roughly equal numbers of survey respondents reported that their homes were drafty versus well insulated. Only 13% said their homes were weather sealed. At the same time, the high costs of air conditioning, limited financial assistance, and difficulty accessing incentive programs further increase the vulnerability of residents, particularly renters whose landlords may have little incentive to make upgrades. Many low-income households have difficulty utilizing the available programs. Schools and community settings, including athletic facilities, are also at risk, with student health threatened during periods of extreme heat.

Rising demand for electricity during hot weather places significant stress on the power grid, triggering the use of expensive and polluting peaker plants, and raising the likelihood of brownouts or power surges that can damage equipment. Buildings and infrastructure are also under pressure, as higher temperatures accelerate the deterioration of asphalt, concrete, and roofing, leading to increased repair and maintenance costs that must be factored into long-term capital planning.

Water systems face additional climate-related vulnerabilities. Warmer water temperatures increase the formation of trihalomethanes (THMs) and other harmful disinfection byproducts, accelerate bacterial growth, and promote biofilm formation that can recontaminate treated water. More frequent harmful algal blooms (HABs) are expected as higher temperatures combine with heavier runoff, longer warm seasons, and drought-related low flows, further threatening source water quality and increasing treatment costs.








Natural systems and the built environment interact to exacerbate heat impacts. A reduced tree canopy and unshaded parking lots and buildings intensify heat, with temperatures in exposed areas sometimes reaching 20 degrees hotter than shaded surroundings. While trees provide significant cooling benefits and energy savings, they require sustained planning, careful species selection, and maintenance to ensure long-term resilience.





Together, these vulnerabilities underscore the need for Nyack to prepare comprehensively for increasing climate stresses on health, energy, infrastructure, water, and ecosystems.







1. Rosenzweig, Cynthia, et al. *New York State Climate Impacts Assessment: 2023 Report*. Albany, NY: New York State Energy Research and Development Authority (NYSERDA), 2023. <https://nysclimateimpacts.org/>.
2. Ibid.

3. Ibid.
4. Kinney, Patrick L., et al. "Projections of Climate-Related Impacts on Human Health in the Northeastern United States." *Annals of the New York Academy of Sciences* 1502, no. 1 (2021): 72–92.
<https://doi.org/10.1111/nyas.15240>.

Heat

Communications	Cost	Difficulty
  		
<ul style="list-style-type: none"> • Update and Expand the Emergency Preparedness page on the Village website to include comprehensive information on heat exposure and emergencies, and regularly remind residents and business owners to check resources and procedures. 	Low	Low
<p>Promote awareness of heat and air quality advisories and alerts that are issued via email or text message, and reinforce alerts via official and social communications tools.</p>	Low	Low
<ul style="list-style-type: none"> • Identify and target messaging and direct outreach to vulnerable populations including those with special needs and populations with language or other barriers to ensure they are receiving alerts, information and resources. 	Low	Low
<p>Lead: Village Administrator and Sustainability Department</p> <p>Partners: County and Town governing bodies. Rockland County Fire and Emergency Services, Mid-Hudson Regional Energy Hub, Meals on Wheels, United Way of Rockland Orange and Rockland Utilities. Meals on Wheels, Creative Aging Nyack, neighbors. Faith Community,</p> <p>Resources: NYS DOH, Village website/social media Enviroflash NY Alert Extreme Heat Advice - NYS Dept. of Health Hastings-on-Hudson Emergency Webpage</p>		
Air Conditioning		
   		
<ul style="list-style-type: none"> • Identify homes with inadequate air conditioning through further outreach. 	Low	Med
<ul style="list-style-type: none"> • Provide support in accessing programs for funding and technical assistance, especially for low-income households. Address funding and landlord-tenant barriers. 	Low	High
<ul style="list-style-type: none"> • Promote efficiency in AC, heat pump conversions (cooling/heating + electrification), weatherization and energy efficiency upgrades. Coordinate with O&R's communications about usage and ways to save. 	Low	Med

<p>Lead: Village Administrator and Sustainability Department</p> <p>Partners Meals on Wheels, Energy Advisor (Frankie Lede) and Mid-Hudson Energy Hub, Rockland County Fire and Emergency Services, Orange and Rockland, Meals on Wheels, Creative Aging Nyack, neighbors, Faith Community, Nyack Climate Smart Committee</p> <p>Resources: NYS Cooling Assistance Benefit NYSERDA Energy Efficiency Programs Why Many Low-Income Households Can't Afford This Free Home Improvement Program</p>		
Cooling Centers & Heat Emergency Planning	Cost	Difficulty
		
<ul style="list-style-type: none"> • Identify locations, in multifamily housing and elsewhere for backup generation to keep AC on in emergencies. 	Low	Med
<p>Assess and plan local cooling centers; seek CSC funding; include transportation and pet provisions.</p>	Med	Med
<ul style="list-style-type: none"> • Develop a local Heat Emergency Plan through the CSC grants program or other programs. 	Med	Med
<p>Lead: Village Administrator and Sustainability Department</p> <p>Partners NYS Dept. of Health, Rockland County Department of Health, Rockland Co. Dept. of Fire and Emergency, Nyack Climate Smart Committee</p> <p>Resources Climate Smart Communities Actions- Cooling Centers and Heat Emergency Plan NYS Extreme Heat Action Plan (includes goals for assessing cooling center availability and services)</p>		
Demand Response	Cost	Difficulty
 		
<ul style="list-style-type: none"> • Promote participation in demand response programs to reduce grid stress and peaker plant use. 	Low	Low
<p>Lead: Village Administrator and Sustainability Department</p> <p>Partners Meltek, O&R (Smart Usage Rewards), Nyack Climate Smart Committee</p>		
Passive Cooling	Cost	Difficulty
		
<ul style="list-style-type: none"> • Promote passive cooling strategies including the wise use of trees, window coverings, window fans, evaporative cooling, cross ventilation, and other passive cooling strategies through ongoing outreach and policy. 	Low	Med
<p>Lead: Village Administrator and Sustainability Department</p> <p>Partners Nyack Tree Committee, Nyack Climate Smart Committee</p>		

Water Quality & Conservation	Cost	Difficulty
 		
Continue to monitor and address heat-related water impacts , including increase in the formation of trihalomethanes (THMs).	Med	Med
Add mixers and aerators at the Dickinson Reservoir (underway). Research/add automated hydrants and flushers (underway).	High	Med
<ul style="list-style-type: none"> Address pollution, including Harmful Algal Blooms and discharges of copper sulfate. Determine whether the new PFOS filtration system to be installed at the water plant will adequately address this. 	?	?
Collaborate on public presentations and share resources on the impacts of climate change on water systems and access, in addition to water conservation education.	Low	Low
<ul style="list-style-type: none"> Support Town, County and State efforts to address salinity 	Low	Low
Lead: Nyack Water Department Partners Town of Orangetown, Rockland County Task Force on Water Resources Management, and Department of Health., Resources Rockland County Flood Mitigation and Resilience Reports Riverkeeper Presentation on their Report On Climate Impacts of Drinking Water video and or report Rockland County Water Conservation Initiatives and Plan		
Urban Forestry & Shade	Cost	Difficulty
   		
<ul style="list-style-type: none"> Expand the tree canopy through continued support for the Nyack Tree Project (through staffing and budget). 	Med	Low
<ul style="list-style-type: none"> Commit to support for maintenance in the Village budget and as an extension of the Nyack Tree Project. Plan for a professional tree maintenance project for large trees 2026-2027. (Round 17 of NYS DEC Urban & Community Forest Grants expected in 2026– Apply for updated inventory, software, management plan and maintenance grants.) 	Med	Low
Require clear, strong tree protection during construction in Village code and policies.	Low	Low
Plan proactively for tree losses/replanting with resilient species.		
Educate property owners and managers about proper tree selection, placement and maintenance.	Low	Low
Lead: Village of Nyack. Nyack Tree Committee Partners NYS Urban Forestry Council and DEC Region 3 Releaf Resources MV Tree Technical Manual		

Mt. Cuba Resilient Canopy Project NYS Urban Forestry Council NYC Tree Protection Requirements NYS DEC Urban & Community Forestry Grant Program		
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2-EXTREME WEATHER EVENTS

REGIONAL CLIMATE PROJECTIONS Extreme Weather Events—Flooding, Wind, Snow, Ice, Drought

Heavy rainstorms are projected to happen more often and become more intense as the climate continues to warm. High winds and flooding from hurricanes and tropical storms are also expected to increase, along with stronger wind gusts and more intense hurricanes. Snow and ice events will become less frequent, but when they do occur, they may be more intense. Although more research is needed, some projections suggest cold snaps and polar vortex events could also become more common.¹

In New York State, heavy precipitation events have already increased since the 1950s. So-called “once-in-100-year” storms have occurred nearly twice as often as expected in recent decades. The federally designated “100-year” or 1% floodplain refers to areas with a statistical 1% chance of flooding in any given year based on historical data—people to think that once it happens, it will not happen again over the next 99 years, giving a false sense of security.¹

Total precipitation is expected to rise by about 6% to 17% statewide by the end of the century. This precipitation is likely to fall in more intense bursts, with longer dry spells in between—a phenomenon sometimes referred to as climate whiplash. Meanwhile, long, multi-year droughts are not expected to increase, but short-term droughts lasting weeks or months may become more frequent, especially during summer. Reduced snow covers can also contribute to soil drying earlier in the season.¹

NYACK’S VULNERABILITY SUMMARY – Extreme Weather Events

Flooding is a top concern for the Village. Nyack Brook has repeatedly overflowed during major storms, damaging the downtown, most recently during Hurricane Ida (2021). Severe flooding also occurs along the waterfront and properties along North Highland Avenue in and around Montefiore Nyack Hospital, and nearby areas such as Route 59 in West Nyack, posing safety risks for drivers and residents. Basements in Nyack buildings frequently flood. While sump pumps help, illegal hookups to sanitary sewers increase sewage overflows and treatment costs, and improper use can create electrical hazards. Insurance coverage gaps leave many homeowners and renters financially exposed, since standard homeowners’ insurance does not cover floods.

Increased precipitation and flooding increase the potential for sewage overflows at the two pump stations in Nyack operated by the Orangetown Sewer Department. The Department’s proposed actions to remove infiltration and inflow focus on illicit connections, specifically roof leaders and sump pumps. (Refer to Town of Orangetown Elimination of I & I Procedure. Program Range 2018-2022.)

The Nyack Water Plant, along the Hackensack River in West Nyack, is also vulnerable to flooding. It should be noted that since the construction of a new car dealership adjacent to the water plant, and improvements to Rockland County’s stormwater maintenance in the vicinity, flooding has been observed to have decreased, but flooding remains a concern.

The risk of contamination of the potable water supply rises as increased precipitation and runoff introduce pollutants (including road salt) into the Hackensack River, Nyack’s drinking water source. increased runoff

¹ Rosenzweig, Cynthia, et al. *New York State Climate Impacts Assessment: 2023 Report*. Albany, NY: New York State Energy Research and Development Authority (NYSERDA), 2023. <https://nysclimateimpacts.org/>

from heavier precipitation, extended warm seasons, and reduced flows during droughts, further increasing disinfection byproduct risks. Shifts in wet–dry cycles and flooding may mobilize contaminants as soils lose their capacity to retain them.

The water plant has a diesel generator to run the plant. A planned filtration system addition to the plant will include a new unit that has the capacity to run the plant for three days.

Stormwater and impervious surfaces exacerbate localized flooding; existing green infrastructure recommendations may need updating. Nyack and Rockland County rely exclusively on local water sources. Extended dry periods raise concerns about water sufficiency, with the County authorized to impose drought restrictions.

Severe storms can damage trees throughout the village, leading to power outages, safety hazards, and property damage. While Nyack has maintained a proactive tree program, including inventories and grant-supported work, older large trees and privately owned trees remain vulnerable.

TOP CONCERNS - EXTREME WEATHER

Threats to Safety

- Flooding
- Downed trees and power outages






Property Damage



- Private property – basement flooding and backup power, flood insurance, burst water lines
- Public buildings and infrastructure
- Damage to Trees



Impacts on Water and Wastewater Infrastructure

- Nyack Water Plant flooding
- Sewage overflows at two pump stations in Nyack
- Increased pathogen levels from contamination in runoff with extreme precipitation

RECOMMENDATIONS -- EXTREME WEATHER EVENTS

Communications and Education	Cost	Difficulty
 		
Update and Expand the Emergency Preparedness page on the Village website to include comprehensive information on storm preparedness and flooding and regularly remind residents and business owners to check resources and procedures. See Village of Hastings on Hudson for model emergency webpages.	Low	Low
<ul style="list-style-type: none"> Reinforce alerts via official, social media, and local news outlets. 	Low	Low
Promote awareness of flood risk.	Low	Low
Develop educational materials and programming, and implement outreach to help the community prepare for health risks after floods. Lead: Sustainability Department Partners: Rockland County Department of Health	Low	Med
Promote awareness of flood preparedness, including flood insurance. Including flood insurance. (Flood insurance is recommended for many homeowners living outside the Special Flood Hazard Area.)	Low	Med
Lead: Village Administrator and Sustainability Department Partners Hudson Valley Flood Resilience Network , NY Sea Grant Hudson River Estuary Resilience Specialist, FEMA, Rockland County Task Force on Water Resources Management, Montefiore Nyack Hospital		
Resources Turn around/Don't Drown Flood Safety Tips A Start Guide: For Addressing Flooding and Erosion in Hudson Waterfront Communities for officials, staff and volunteers. A copy of the guide is available at Nyack Library and Nyack Building Department, or contact: Jessica Kuonen, Hudson River Estuary Resilience Specialist, NY Sea Grant, jak546@cornell.edu. Reduce Flood Risk Website (ASFPM) Protect Your Property from Flooding [Brochure] (FEMA) Flood Risk Communication Workshop Presentation		
Water Conservation		
  		
Plan for and Promote Water Conservation Lead: Rockland County Water Task Force Partners, Nyack Water Department, Village Administrator, Sustainability Department Resources RC – Task Force Conservation Initiatives		

Upland Flooding	Cost	Difficulty
		
Downtown <ul style="list-style-type: none"> • Address flooding from Nyack Brook with continued drainage improvements. • Obtain a HydroVac truck. • Reduce impervious surface by installing in planting areas where possible in public land and working with private property owners. Lead: Village Administrator and Sustainability Department	High	High
North Highland Avenue <ul style="list-style-type: none"> • Ensure that land use planning involving properties contributing water to 9W and downstream maximize/maintain green and gray infrastructure to maintain or reduce the levels of flooding. (Nyack Hospital proposes installing a hydraulic storm barrier along the west entrance.) Work with NYS DOT, Oak Hill Cemetery, Nyack Hospital, and other properties. Lead: Village Administrator and Sustainability Department	Med	Med-High
Basement Flooding Promote safe sump pump use to reduce risk of electrocution during an emergency: incorporate information about safe operation and proper discharge of the water, and safe use of backup generators.	Low	Low
Illegal sewer discharge connections Consider regulations, including point of sale requirements, and enforcement to address sewer hookups.	Med	Low
Promote proper drainage design for homeowners. Conduct workshops or provide resources about strategies to reduce flooding using green infrastructure, drainage systems (redirecting downspouts, French drains, etc.	Low	Med
Lead: Village Administrator and Sustainability Department Partners: Rockland County Stormwater Consortium, Cornell Cooperative Extension of Rockland, plumbers, electricians, landscapers.		
Sewer Pump Stations Overflows Coordinate planning for addressing illicit connections to sanitary sewer with Orangetown Sewer Department. Lead: Nyack Building Department, Village Administrator and Sustainability Department Partner: Orangetown Sewer Department	Low	Med
Flooding and Water Quality	Cost	Difficulty
		
Reinforce riverbank and collapsed raw water intake (ongoing).	Med	Med
Consider acquiring flood barriers to deploy as needed at water plant (or other locations)	Low	Med

Investigate funding opportunities including NYS Resilient Watersheds program; consider collaboration with other partners.	Low	Low
Work to ensure Nyack Hospital's access to potable water in case of emergencies through continued collaboration with Veolia and Rockland County.	–	–
Reduce road salt contamination of the Hackensack River by supporting the Rockland County Task Force on Water Resources Management and State efforts to establish regulations and best management practices to control the use of road salt.	Low	Low
Seek remediation/restitution for contamination of the riverbed from upstream uses.	High	
Investigate potential cost-saving alternatives , including for filter washing	NA	NA
Participate in electricity Demand Response	Low	Low
Investigate funding opportunities.	Low	Low
Lead: Nyack Water Department Partners Rockland County Task Force on Water Resources Management, Rockland County Department of Health.		
	Cost	Difficulty
Drought		
 		
Support efforts on compliance with restrictions during droughts. Collaborate on public presentations and share resources on the impacts of climate change on water systems and access, in addition to water conservation education.	Low	Low
Lead: Nyack Water Department, Nyack Sustainability Dept., Nyack Climate Smart Committee Partners Rockland County Task Force on Water Resources Management, Rockland County Department of Health.		
RESOURCES		
Climate Smart Communities Grant Program Drinking Water State Revolving Fund EPA Water Infrastructure Finance and Innovation Act FEMA Flood Mitigation Assistance Grant Program NYS DEC Resilient Watersheds Grant Program NYS DEC Water Quality Improvement Project Program NYS DOT Transportation Advancement Program NYS Drinking Water Source Protection Program Water Technical Assistance Watershed Protection and Flood Prevention Operations (WFPO) Program Water Infrastructure Finance and Innovation Act (WIFIA) Program Dr. Van Abs Preliminary Assessment of the Ramapo & Hackensack Watersheds Report (2017) Riverkeeper "Impacts of Road Salt on Public Drinking Water Supplies" slide presentation from September 2025. Rockland County Flood Mitigation Reports		

Rockland County Water Conservation Initiatives and Plan		

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3-SEA LEVEL RISE AND STORM SURGE

REGIONAL CLIMATE PROJECTIONS

Intense storms can cause storm surge, as we experienced in Superstorm Sandy. Storm surge is the rise in seawater level caused solely by a storm pushing water up. Storm tide is the total observed seawater level during a storm, which is the combination of storm surge and normal tide.

Sea level rise and storm surge will impact buildings and infrastructure, including trees with water and salt, which can cause severe stress and death to some species.

The chart below shows the projected levels of sea-level rise for the New York City/Lower Hudson Region in [6 NYCRR Part 490](#), which the New York State Department of Environmental Conservation formally adopted in September 2024.

Projected levels of sea-level rise for the New York City/Lower Hudson Region						
Time Interval	Low Projection	LowMedium Projection	Medium Projection	HighMedium Projection	High Projection	Rapid Ice Melt Projection
2030s	6 inches	7 inches	9 inches	11 inches	13 inches	NA
2050s	12 inches	14 inches	16 inches	19 inches	23 inches	NA
2080s	21 inches	25 inches	30 inches	39 inches	45 inches	83 inches
2100	25 inches	30 inches	36 inches	50 inches	65 inches	114 inches
2150	38 inches	47 inches	59 inches	89 inches	177 inches	NA

TOP CONCERNS - SEA LEVEL RISE AND STORM SURGE

Sea level rise and storm surge will affect the residents of the riverfront multistory apartments, two boat clubs, the Nyack Marina and Nyack Memorial Park.

Built Environment

- Flood damage along the waterfront to boats, buildings, docks, moorings, pier along the waterfront
- Damage to the built environment from floating storm debris, such as loose boats, piers, logs, etc.
- Parking lot flooding – damage and evacuation needs

Natural Environment

- Saltwater damage to plants
- Riverbank erosion

NYACK'S VULNERABILITY SUMMARY – Sea Level Rise and Storm Surge

The Nyack Local Waterfront Revitalization Program report (2017) describes the projections and potential impacts of sea level rise on the waterfront in Nyack:

Although most of the village would have a high enough elevation to be protected from sea level rise, the waterfront residential towers are very vulnerable. Using the highest projections, the Riverfront co-op risks having a small portion of the parking area inundated, but the majority of the site would be within the 100-year floodplain. The West Shore Towers would be slightly inundated on its waterfront edge, whereas the Gedney Street-Main Street site would have small amounts of inundation on the waterfront edge but slightly more inland. Both of these sites would be approximately halfway into the floodplain. All of lower Memorial Park (the area below the veterans memorial, approximately 75% of the site) would be covered by the floodplain, and the waterfront portions would be inundated. The most vulnerable parcels on the waterfront are the Clermont Condominiums and the Nyack Marina. In the worst-case scenario for 2050, the Clermont Condominiums risk having half of their site inundated with water and the Nyack Marina boat ramp would be underwater, as would a small portion of the parking area and waterfront restaurant.²

The map below shows the areas that would be inundated in a 100-year storm with 30" sea level rise, the medium projections for the 2080s in the chart above. Map Source: [Nyack Local Waterfront Revitalization Program Report](#), page 58.



Public and private properties along the waterfront, which all needed significant repairs after Hurricane Irene and Superstorm Sandy, remain vulnerable to sea level rise and storm surge.

Over the past fifteen years the bulkhead and moorings at Nyack Marina have been rebuilt, a bridge over the inlet between Memorial Park was built in a manner to withstand sea level rise and storm surge impacts. The Village-owned restaurant next to the moorings was razed, plans for a new structure will be designed and engineered to future conditions on the river. The Memorial Park waterfront will be renovated in 2026 with new resilient plantings and design features that account for future projections.

² Nyack, **Local Waterfront Revitalization Program** (Village of Nyack, updated 2021), 57, <https://www.nyack.gov/local-waterfront-revitalization-program>.

Nyack Boat Club reports that to protect the investment of over \$450,000 to repair after Sandy, it has taken steps to adapt and prepare for future impacts. Commodore Clifford Selover reported:




As a result of the losses incurred, the Club has continually invested in mitigating the effects of rising seawater and hurricane-force winds and rainfall. This investment has included raising the heights of our pilings; investing in heavier, more robust ramps and docks, upgrades to our electrical systems, and strengthening our bulkhead against erosion. Our seawall is continually repaired and resurfaced to mitigate the effects of erosion, and our pier decking is continually replaced on an annual rotating plan.

Among the changes made, our policies and practices for mooring boats were reviewed and rewritten to require members to upgrade their ground tackle to prevent the loss of boats in storms and heavy weather.

Our insurance policies, and contingency reserve accounts are continually reviewed to ensure that the Club's risk assessments are up-to-date, and our financial infrastructure is positioned to withstand any future events on the order and scale of Superstorm Sandy.

At the Clermont Apartments Hurricane Irene and Superstorm Sandy caused severe damage to the lower level and the marina. Board member Laura Greenberg reported:

In Sandy, all units on the first floor had water intrusion up to several feet and the owners had to be relocated, the garage level entrance lobbies and electrical systems were compromised, and the marina sea wall was severely damaged. Irene caused similar damage, and the main parking garage flooded enough to destroy several cars. Clermont has reconstructed a more stable seawall on the east side of our marina, and relocated all seven electrical stations, elevating them to 3 feet above the high water line. Residents on the first level have been advised to acquire flood insurance for the contents of their units. The Board advises residents to sign up for both Village and State weather alerts.

RECOMMENDATIONS -- SEA LEVEL RISE AND STORM SURGE		
Nyack Marina and Memorial Park	Cost	Difficulty
  		
Ensure that new construction in the marina and park is resilient. Account for projected sea level rise and storm surge and to withstand inundation.	High	High
Select salt- and inundation-tolerant trees and other plantings.	Low	Low
Lead: Village Administrator and Sustainability Department Partners Nyack Parks Commission, Nyack Tree Committee		
Private Waterfront Properties	Cost	Difficulty

<p>Buildings/Parking area flooding at waterfront residences Alert residents of potential flooding so they can move their cars. Engage with other municipalities through participation in the Hudson Valley Flood Resilience Network</p> <p>Lead: Property Owners/Managers Partners: Village of Nyack, New York Sea Grant, Hudson Valley Resilience Flood Network Resources: Forthcoming guidance document from NY Sea Grant on high tide flooding, tide tables, and Stevens Flood Advisory System.</p>		
<p>Boat Club Properties Support efforts to protect property and ensure continued operations.</p> <p>Lead: Property Owners/Members Partners: Village of Nyack, New York Sea Grant</p>		
<p>Plan for evacuation at flood prone areas at the waterfront. Provide evacuation support for those without personal transportation.</p>	Low	Med
<p>Ensure compliance and encourage proactive measures in development and renovations at waterfront properties.</p> <p>Lead: Nyack Building Department Partners: Rockland County Office of Fire & Emergency Services</p>	Med	Med

4-CLIMATE CHANGE-RELATED ILLNESS

REGIONAL CLIMATE PROJECTIONS

Extreme heat and heat waves can be expected to result in an increase in incidences of heat-related illnesses, including heat stroke, heat exhaustion, rhabdomyolysis, heat syncope, heat cramps, and heat rash. National heat related deaths have risen significantly in recent years and are the leading cause of weather-related fatalities. The annual number of deaths caused by heat surpasses those caused by other extreme weather events like hurricanes, floods, and tornadoes combined according to recent data.

Heat stroke is the most serious heat-related illness. It occurs when the body can no longer control its temperature: the body's temperature rises rapidly, the sweating mechanism fails, and the body is unable to cool down. When heat stroke occurs, the body temperature can rise to 106°F or higher within 10 to 15 minutes. Heat stroke can cause permanent disability or death if the person does not receive emergency treatment.³ Heat stroke can cause permanent disability or death if the person does not receive emergency treatment.

Increasing temperatures and rainfall will provide better breeding conditions for ticks and mosquitoes, which transmit infectious diseases such as [Lyme disease](#) and [West Nile Virus](#). Warmer climates contribute to expanded habitat for species from tropical areas.

The increased usage of air conditioning systems that would result from increased temperatures brings with it the opportunity for elevated incidence of legionella among residents. Flooding and extreme weather events have the ability to contaminate surface water sources, increasing the risk of waterborne diseases like cholera.

Tick bites can cause serious illness, including Lyme Disease and Rocky Mountain Spotted Fever. In New York State and Rockland County, Lyme disease is the most common disease spread by ticks. Others include babesiosis, anaplasmosis, ehrlichiosis, Rocky Mountain Spotted fever, hard tick relapsing fever and Powassan encephalitis. The NYS Department of Health also warns that “the products you use to repel or kill ticks contain chemicals that can also cause health effects, especially if not used properly. Learn about ticks and the diseases they spread, and how you can limit your risk of exposure to potentially harmful chemicals.”

Decreased air quality and increased temperatures can be a major concern for residents with respiratory or cardiac diseases. Wildfires, floods, and storms can worsen air quality and increase exposure to pollutants, further impacting respiratory health. Increasing ground-level ozone and/or particulate matter from forest fires nationwide can be expected to increase incidences of health problems, such as diminished lung function, increased hospital admissions and emergency room visits for asthma, and increases in premature deaths.

TOP CONCERNS – Climate Change-Related Illnesses

Extreme Heat

- Extreme heat and heat waves can cause a range of illnesses and death.

³ Centers for Disease Control and Prevention (CDC), National Institute for Occupational Safety and Health (NIOSH). “Heat Stress.” Accessed July 18, 2025. <https://www.cdc.gov/niosh/topics/heatstress/>.

Air Pollution

Ground level ozone and wildfire smoke can exacerbate respiratory illnesses and heart disease.




Vector-Borne Disease

Ticks:-- Lyme Disease, Babesiosis, Rocky Mountain Spotted Fever, anaplasmosis, babesiosis, etc.

Mosquitoes – West Nile Virus, Eastern Equine Encephalitis, Zika, Dengue, Malaria, etc.

Mental health

Mental health challenges including stress, anxiety, depression, and PTSD.

RECOMMENDATIONS -- Climate Change-related Disease			
Heat-related illness		Cost	Difficulty
<i>See Heat section above for buildings, cooling centers, and target populations.</i>			
			
<p>Coordinate with partners to provide appropriate guidance about preventing heat-related illness targeted especially to vulnerable populations, including the elderly, pregnant women, outdoor workers and people with pre-existing conditions.</p> <p>Lead: Rockland County Department of Health, Montefiore Nyack Hospital</p> <p>Partners: Village Administrator, Sustainability Department</p>		Low	Med
<p>Modify work schedules and practices to ensure the health and safety of DPW and other workers.</p> <p>Follow guidance on acclimatizing to heat especially for outdoor workers.</p> <p>Lead: Village Administrator and Sustainability Department</p> <p>Partners: Rockland County Department of Health</p>		Med	Med
<p>Resources</p> <p>CDC guidance on acclimatization</p> <p>Climate Change and Health</p> <p>Climate Resources for Health Education</p>			
Air Quality		Cost	Difficulty
			
Provide guidance on improving indoor air quality through adequate ventilation and filtration and access to services during outbreaks.		Low	Low
Ensure access to services for vulnerable populations during periods of high levels of pollutants or smoke.		TBD	TBD
Upgrade public facilities to improve indoor air quality as needed.		TBD	TBD
<p>Lead: Lead: Village Administrator, Building Department, and Sustainability Department</p> <p>Partners: Nyack Hospital, Rockland County Department of Health</p>			
Vector-Borne Disease		Cost	Difficulty
			
<ul style="list-style-type: none"> Provide guidance on detection and prevention through official and social media. <p>Lead: Village Administrator and Sustainability Department</p> <p>Partners: Rockland County Department of Health, Nyack Hospital</p>		Low	Low

<p>Promote /require maintenance and design improvements to reduce mosquito habitat.</p> <p>Coordinate to enhance surveillance and reporting</p> <p>Lead: Rockland County Department of Health</p> <p>Partners: Nyack Building Department</p>	Med	Med
<p>Resources</p> <p>Rockland County Hazard Mitigation Plan Vol I. Section 4.3.2 Disease Outbreak</p> <p>CDC How to Prevent Tick and Mosquito Bites</p> <p>NYS DOH Ticks information</p>		

COMPOUND EVENTS

In planning for adaptation and especially for emergencies, we need to envision and prepare for the possibility of hazards occurring in quick succession, combining with one or more other hazards and/or an extended power outage. Outages during cold or very hot weather present a special set of challenges, endangering everyone and particularly those with preexisting medical conditions and those relying on medical devices or refrigeration for medications.

O&R works to prepare for emergencies and reduce outages through grid automation, cable improvements, smart metering and reporting, vegetation management and undergrounding lines.

This section provides recommendations for preparing for and responding to extended power outages concurrent with other hazardous events. A chart showing key emergency response partners is provided at the end of the section.

TOP CONCERNS – COMPOUND EVENTS

Communications

- Maintaining coordinated communication systems among emergency management team
- Delivery of emergency communications with the community

Shelter (cool and warm)

- Emergency shelter – Developing a network of options

Backup energy systems

- Availability of backup power at critical facilities, traffic signals
- Availability of backup power at gas stations, markets, and voting stations
- Backup power for homeowners – options and proper use

Disruptions to transportation

- Access to EV charging and availability of gasoline
- Evacuation and emergency trips to shelter and emergency services

Recovering

- Potential organizational and funding challenges in extreme conditions

RECOMMENDATIONS -- COMPOUND EVENTS

Emergency Plans	Cost	Difficulty
Convene the Village's Emergency Response Team regularly The Village should convene the key staff and officials responsible for emergency response on a regular basis to review procedures and update as needed. Lead: Village Administrator	Low	Low
Form a Resiliency Team consisting of important stakeholders , including representatives of the Village's Emergency Response Team, the Nyack Sustainability Department, local business and residents, and that will meet annually with the Orangetown Emergency Management Committee, a representative of the Rockland County Department of Fire and Emergency Services and Rockland County Department of Health. Lead: Village Administrator	Low	Low
Improve and update the Village's Emergency Response Plan The plan should be reviewed and expanded to include additional detail and guidance, including a continuity of operation plan. It should be kept current with the best available projections concerning the frequency and severity of extreme storm events and should be checked and updated as needed annually. Lead: Village Administrator	Low	Low
Host Emergency Preparedness Workshops Lead: Village Administrator, Sustainability Department Partners: Department of Homeland Security-Citizen Preparedness Corps	Low	Med
Update the Nyack section of the Rockland County Multi-Hazard Mitigation Plan using the online portal, during the interim between the County's updates. Lead: Village Administrator	Low	Low
Emergency Power Backup and Microgrids	Cost	Difficulty
Determine where back up power would be needed in our community besides critical infrastructure –what types, costs and possible funding.	Low	Med
Provide information about back up power options, including V-enabled household energy, for businesses and homeowners.	Low	Low
Explore opportunities for microgrids.	Low	High
Lead: Village Administrator and Sustainability Department		
Shelters (warm and cool)	Cost	Difficulty
Identify and describe shelter locations. Include potential for on-site shelters in multifamily buildings and agreements with neighboring communities. See also cooling centers recommendations.	Low	Med
Lead: Village Administrator and Sustainability Department		
Emergency Preparedness	Cost	Difficulty
Establish clear emergency alert resources and procedures and inform the community about them.	Low	Low
Host Emergency Preparedness Workshops Department of Homeland Security	Low	Med

Ask insurance agents, real estate agents, and lenders to participate in education and planning.	Low	Med
Disseminate Emergency Preparedness Guidance for Households and Businesses including personal or family evacuation plans, at-home emergency kits, emergency supply lists, evacuation kit recommendations.	Low	Low
Disseminate Public Information on Emergency Maps , such as expected inundation areas, evacuation routes, evacuation bus pick-up locations, locations of severe weather shelters, locations of pet shelters.	Low	Low
Lead: Village Administrator and Sustainability Department		
Partners Rockland County Office of Fire & Emergency Services, Orangetown Emergency Management Committee, Creative Aging Nyack, Nyack Senior Center, Nyack Senior Housing, Homeowners associations and management in large multi-families, Meals on Wheels Resources Village of Nyack Emergency Home Page Life-Support Equipment Assistance Orange & Rockland Access and Functional Needs Registry for people on life support O&R Outage Alerts		

EMERGENCY RESPONSE PROVIDERS AND RESOURCES

The Village of Nyack

The Village maintains an Emergency Operations Plan that designates roles for officials and staff in preparing and mobilizing for disasters. The plan calls for the mayor or other designated Chief Emergency Officer to assess all information received from any/or all town or village officials, the Town of Orangetown Police Department (OPD), Village of South Nyack / Grandview Police Department, Village of Piermont Police Department, New York State Police, Nyack Fire District, all Local EMS agencies, and the Rockland County Office of Fire and Emergency Services. The CEO may declare an Emergency (Disaster) after all information is assessed.

The Village of Nyack Emergency Response Team The Village's Emergency Response Team consists of the Mayor, Deputy Mayor, Village Administrator, Assistant to the Village Administrator, Department of Public Works Supervisor, Building Inspector, Village Attorney, Village Clerk, Fire Inspector, Chief Water Operator, Nyack Fire Chiefs, Goosetown Communications, Orange and Rockland Utilities. The Team commits to addressing the needs identified in this assessment by keeping the Nyack Emergency Operations Plan and checking for updates annually.

Rockland County Office of Fire & Emergency Services

<https://www.rocklandcountyny.gov/departments/fire-emergency>

responds to natural disasters such as snowstorms, floods, and hurricanes; technical disasters such as chemical spills; and hazardous materials incidents. We provide 911 service for the residents of Rockland County, where they dispatch fire companies and ambulance squads.

Rockland County Department of Health

<https://www.rocklandcountyny.gov/departments/health>

Mission Statement – The mission of the Rockland County Department of Health is to protect and promote optimal health for all residents. We envision a safe, healthy county for our residents to live, work and play, and where everyone has an equal opportunity for a healthy and productive life. Response resources include:

Rockland County Task Force on Water Resources Management

<https://www.rocklandcountyny.gov/departments/health/environmental-health/task-force-on-water-resources-management>

The Rockland County Task Force on Water Resources Management's mission is to develop a County Water Plan that ensures a safe, long-term water supply for Rockland County that incorporates sustainability, demand-side principles and conservation. It shall assemble, examine, and investigate relevant data, further County goals regarding protection of floodplains, woodlands, and wetlands, increasing groundwater supply, reducing storm water runoff, and preventing flood damages to residents and businesses. The Task Force shall also develop education and outreach programs, seek funding opportunities, and report its findings, conclusions, and recommendations to the Legislative and Executive branches of County government.

The Task Force Water Conservation Education Program includes public presentations on Rockland-specific water data and education. Some of those presentations include discussions on the impacts of climate change on water systems and access, in addition to water conservation education. These presentations are tailored to the audience. We would be more than happy to collaborate on public

EMERGENCY RESPONSE PROVIDERS AND RESOURCES

presentations and sharing resources as needed.

Orange & Rockland Utilities

Orange & Rockland coordinates with all municipalities in emergencies involving power outages and provides emergency alerts and special programs to customers with special needs. The company's [How to Prepare for a Power Outage webpage](#) includes information on signing up for text alerts and the Life-Support Equipment Program, and a home preparation checklist.

Town of Orangetown Office of Emergency Management Committee

<https://www.orangetown.com/office-of-emergency-management-committee/>

The mission of the Orangetown Office of Emergency Management is to maintain a high level of planning and preparedness, to protect the citizens of Orangetown, to reduce loss of life, protect important assets, and reduce any disruption or destruction to local commerce and institutions; all while assisting and supporting the town government and emergency services with preparing, responding and recovering from a disaster.

To accomplish this task, the Office of Emergency Management will identify personnel and institutions in the community that can play a key role in improving Orangetown's response to major incidents or disasters and will maintain open communications with these entities. The Office of Emergency Management will assist in the education of the public, town employees and emergency services about emergency preparedness. The Office of Emergency Management will collect and disseminate emergency information as well as liaison with the Rockland County Office of Emergency Management and other agencies as needed to accomplish the stated mission

Nyack Fire Dept <https://www.nyackfire.org/>

The Nyack Fire Department provides 100% volunteer fire service to the villages of Upper Grand View, South Nyack, Nyack & Upper Nyack in Rockland County, NY. The District maintains 6 fire stations housing 8 fire apparatus, 1 marine unit, and the high angle rescue team. The District is administered by 5 publicly elected commissioners, who oversee the annual budget, including apparatus maintenance, fire station maintenance, firefighting equipment purchase & maintenance, as well as OSHA & NFPA compliance.

Nyack Community Ambulance Corps <https://www.nyackems.org/>

Nyack Community Ambulance Corps is a volunteer organization that responds to emergency calls in the Village of Nyack. Members range from young high school students in the Youth Corps, to men and women aged 60 and older. Ongoing CME (Continuing Medical Education) classes and drills keep members certified and up to date in every aspect of emergency care.

Orangetown Police Department <https://www.orangetown.com/groups/departments/police/>

EMERGENCY RESPONSE PROVIDERS AND RESOURCES

Montefiore Nyack Hospital

The hospital conducts a Vulnerability Assessment and updates its Comprehensive Emergency Plan annually. Top vulnerabilities can vary from year to year. The hospital maintains redundancy in communication systems in case of loss of power and remote connections. A new generator to be installed in 2026 will enable the hospital to provide air conditioning to patients in the case of a power outage.

The hospital organizes webinars, distributes a community newsletter and coordinates other outreach to promote public health and commits to collaborating with Nyack on outreach outlined in the plan.

Nyack Public Schools

[District -Wide Emergency Response Plan](#) details the protocols addressing emergencies.

NYACK BUILDINGS & CRITICAL INFRASTRUCTURE

The chart below provides information about publicly and privately owned buildings, and critical infrastructure relevant to adaptation planning.

Nyack Buildings/Infrastructure List	
Village Hall 9 North Broadway, Nyack	The building is not vulnerable to flooding. It has a mobile generator hookup and is used as a base of operations in emergencies. It is not appropriate for use as a cooling center. A new roof, energy efficiency heat pump HVAC, new windows and rooftop solar installation are planned for 2025.
Department of Public Works (DPW) 63 Catherine St., Nyack	Flooding at DPW has been mitigated. It has a generator hookup for mobile generators kept at DPW.
Jackson Hose #3 / Chelsea Hook & Ladder #2 63 Catherine Street, Nyack	The Village of Nyack owns the building that is the current home of Chelsea Hook & Ladder #2.
Highland Hose Co. #5 288 Main Street Nyack	
Jackson Engine Co. #3 13 Park Street Nyack	
Nyack Senior Center 90 Depew Ave, Nyack	The Senior Center is one of the buildings that has been designated as a cooling center. There are no specific plans in place for operating it in this way. It has a generator hookup for mobile generators.
Nyack Head Start 85 Depew Ave, Nyack	The Village of Nyack owns the building occupied by Nyack Head Start.
Nyack Water Plant Rte. 59 West Nyack	The plant has a permanent diesel generator. The Village plans to design and construct a new Granular Activated Carbon (GAC) absorption system for PFOA and PFOS removal in order to meet New York State's Maximum Contaminant Levels. The new treatment system will be housed in a newly constructed building approximately 2,150 SF in size. The new treatment facilities will include carbon vessels, a below grade clear well, associated pumps, and electrical equipment. Additional site work includes modification to the existing flood wall onsite, construction of new walkways, a gravel driveway, blowoff pit, and piping, and

Nyack Buildings/Infrastructure List

	restoration of an existing gravel driveway. A new, 3,500-gal emergency diesel generator (750kW) will replace the existing emergency generator and is sized to be able to run for 3 days.
Sewer Pump stations By Nyack Marina and by 101 Gedney	These stations are critical infrastructure. They are not vulnerable to projected sea level rise, but are prone to overflow during heavy rain and flooding.
Montefiore Nyack Hospital 160 N Midland Ave, Nyack,	Nyack Hospital experienced severe flooding in the past and is planning to install hydraulic flood barriers as well as a generator that enables continued operations during a power outage. The new generator will allow the hospital to provide air conditioning as well as improve heating and lighting during outages. The generator and floodgates are expected to be installed by the end of 2026. Longer term, the hospital is working with the Nyack Water Department, Veolia and Rockland County to assure access to potable water in the case of emergencies related to infrastructure or contamination. The hospital employs energy efficiency measures to decrease demand.
Waterfront Private Properties	Parking garages in these buildings flood during storm tides. Residents move their cars. The Gedney St. parcel development plans include consideration of impacts on proposed building and public park space. Nyack Boat Club and Nyack Yacht Club – made substantial repairs and implemented improvements since Superstorm Sandy.
Multi-family Housing	Nyack has a large concentration of rental housing at Nyack Plaza, Tallman Towers, and Depew Manor. Some of these buildings have community rooms with AC. The Plaza and Depew Manor both have community rooms with AC. Other housing complexes include Rockland Gardens, on Sickles Ave, and Rose Gardens on Sixth Ave, Waldron Terrace and Warren Hills, and the apartments at the top of Sickles Ave by the Thruway entrance.
Nyack Library	The library does not have a backup generator. However, the facility may serve as a refuge during periods of extreme heat or cold, as it is equipped with both air conditioning and heating systems
Nyack Center 58 Depew Avenue	The Center has access to a generator, which they need to run a sump pump. The building does/does not have hookup to operate all electrical systems on a mobile generator.
Voting locations	Nyack Library, Nyack Senior Center, St. Ann's
Food Markets	Nyack Fresh Market is a large market in downtown Nyack. It does not have backup power but has hookups for a generator and a vendor on call.
Gas stations	The Mobile station on Rte.59 and the Sunoco station on South Broadway were equipped after Sandy for operating generators.

Nyack Buildings/Infrastructure List

Traffic Signals

Most have generator hookups.. They are needed mostly at 9W/Rte 59.

TIMELINE FOR IMPLEMENTATION

The following list indicates how to phase the implementation of the actions outlined in the preceding sections. Phase one actions will be addressed in 2026. Phase 2 actions are projected for completion by the end of 2027. Convening the local emergency management team is a top priority for the first phase, as is improving the Village website resources on emergency planning and response for the community. These initial projects will lay the groundwork for the coordination among the Village and community partners for ongoing collaboration.

Action	Phase
Review and update Nyack Emergency Plan	1
Convene <i>Climate Resilience Team</i> of key village, town and county stakeholders fall 2026	1
Update and Expand Nyack's Response and Preparedness information on the Village website.	1
Clarify/publicize early warning system options for the public	1
Encourage backup generator installations.	2
Assess/Plan for backup power needs at key community sites	1
Host emergency preparedness workshops	1
Coordinate with the partners on outreach about heat, disease, water, flooding DOH WTF Hosp	1
Establish/expand cooling and warming center options. Cooling Center Action	2
Plan for emergency shelters	2
Create a heat emergency plan	2
Develop tools and programming for increasing weatherization and efficiency upgrades and heat pump conversions.	2
Seek funding and technical support for the above building improvements.	2
Map opportunities and develop plans and outreach to property owner, seek funding for reducing impervious surface by removing paving to add more planting.	1
Update tree inventory and management plan	1
Apply for/implement tree maintenance grant	1
Water Plant support --Investigate funding sources and cost saving measures, including Demand Response.	1
Water Plant support-Acquire temporary barriers to protect the water plant from flooding if riverbank berms are overwhelmed.	1-2

Continue to maintain and improve the storm sewer system.	ongoing
Complete mapping of MS4 system.	
Obtain a HydroVac truck.	1-2
Install new flushers and aeration devices.	1-2
Continue with the collaboration with Nyack Hospital and others to ensure redundancy in hospital water quality/supply.	ongoing
Support efforts at waterfront properties to plan and implement measures to improve resilience.	ongoing

RESOURCES

NATIONAL, STATE, AND REGIONAL REPORTS

[New York State Adaptation and Resilience Plan](#)

[Northeast Chapter of the Fifth National Climate Assessment](#)

[Climate Projections for the Hudson Valley Cornell CALS](#)

[NYS Climate Impacts Assessment](#)

[NOAA State Climate Summaries NY 2022](#)

[NYS Dept Of Health Climate Change and Health Program](#)

[Climate and Health Workshop Slides 2024](#)

[NYS Association of County Health Officials website](#)

[Changing Climate, Changing Forests: The Impacts of Climate Change on Forests of the Northeastern United States and Eastern Canada](#)

A Start Guide For Addressing Flooding and Erosion in Hudson Waterfront Communities Hard copy available from Nyack Library and Village of Nyack

TOOLS AND GUIDANCE Building Department.

[Neighborhoods at Risk](#)

[The Climate Explorer](#)

[Flood Risk Communication Workshop Presentation](#)

[Handouts and templates from the above workshop](#)

[US Climate Resilience Toolkit](#)

LOCAL REPORTS

[Rockland County Hazard Mitigation Plan](#)

[Rockland County Flood Mitigation Report-Hackensack River](#)

[RC Hazard Mitigation Plan Vol II. Section 9 Nyack](#)

[Orange & Rockland Climate Change Resilience Plan](#)

[Orange & Rockland Nyack Public Workshop Presentation](#)

[Nyack 2030 Climate Action Plan](#)

EXTREME HEAT

[NYS Extreme Heat Action Plan](#)

[NYS DEC Extreme Heat website](#)

[NYS Storymap Extreme Heat and Health in New York State](#)

[NYS Home Energy Assistance-Cooling Assistance Benefit](#)

[Climate Change and Heat-EPA](#)

[Climate Smart Communities Cooling Centers Planning Guidance Document](#)

[Climate Smart Communities Heat Emergency Plan Guidance Document](#)

[What Happens When Extreme Heat and Air Pollution Collide](#)

[Air conditioning heats the climate. So how can I keep cool?](#)

EXTREME WEATHER

[NOAA Storm Events Database](#)

[FEMA Risk Map](#)

[FEMA Floodsmart webpage](#)

[Tool - Projecting Extreme Precipitation Del. River Basin](#)

[StormReady](#)

[Rockland County Flood Mitigation Reports](#)

[New York State Flood Risk Management](#)

[Guidance for Implementation of the
Community Risk and Resiliency Act](#)

[Delayed longer term effect of hurricanes](#)

[Storm Mitigation Planning - Urban Forest](#)

[Association of State Floodplain Managers webinar Building and Sustaining
Relationships and Community Networks](#)

DISEASE

[NYS DOH Presentation--Communicable Disease and Climate Change](#)

[How Harvard will Teach Future Doctors](#)

PREPAREDNESS

[Ready Rockland for elderly etc.](#)

[FEMA Are You Ready Guide](#)

FUNDING

[Building Resilient Infrastructure and Communities](#)

[Drinking Water State Revolving Fund](#)

[EPA Water Infrastructure Finance and Innovation Act](#)

[EPA Water Technical Assistance](#)

[Watershed Protection and Flood Prevention Operations \(WFPO\) Program](#)

[NYS DEC Non-Agricultural Nonpoint Source Planning and MS4 Mapping Grant](#)

[NYS DEC Water Quality Improvement Project Program](#)

[NYS DEC Resilient Watersheds Grant Program](#)

[NYS DOS Inland Flooding and Local Waterfront Revitalization Program Implementation Projects](#)

[YS DOT Transportation Advancement Program](#)

[FEMA Flood Mitigation Assistance Grant Program](#)

DRAFT PROJECT LABOR AGREEMENT

Covering Construction Performed on Behalf of
the Village of Nyack and Rockland
County Building & Construction Trades
Council



Emerging Contaminant Removal
PFAS/PFOS Treatment
Nyack Water Plant

December 2025

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INTRODUCTION

WHEREAS, The Village Nyack, with H2M architects + engineers acting as its Construction Representative, desires to provide for the cost efficient, safe, quality, and timely completion of a construction project for the Emerging Contaminant PFAS/PFOS Treatment at the Nyack Water Plant in a manner designed to afford the lowest costs to the Village and the Public it represents and the advancement of permissible public policy objectives;

WHEREAS, this Project Labor Agreement shall foster the achievement of these goals, inter alia, by:

1. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing, and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Project;
2. standardizing the terms and conditions governing the employment of labor on the Project;
3. permitting wide flexibility in work scheduling and shift hours and times;
4. receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
5. providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
6. ensuring a reliable source of skilled and experienced labor;
7. furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
8. minimizing potential losses of revenues;
9. expediting the construction process and otherwise minimizing the inconveniences to the citizens of the Village of Nyack; and

WHEREAS, the parties desire to maximize Project safety conditions for both workers and the public;
NOW, THEREFORE, the Parties enter into this Agreement:

PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (AGREEMENT) entered into by and between the Village of Nyack and its successors and assigns (Village} for Emerging Contaminant PFAS/PFOS Treatment at the Nyack Water Plant, and Rockland County Building and Construction Trades Council, AFL CIO (COUNCIL) (on behalf of itself and its affiliated Local Unions and their members) (LOCAL UNIONS). The Council and Local Unions warrant and represent that it has been duly authorized to enter into this Agreement.

All notices in connection with this agreement shall be made to Andy Stewart, Village Administrator, Village of Nyack, 9 North Broadway, Nyack, New York 10960. Mobile: 845-358-3581 administrator@nyack.gov

1.0 GENERAL CONDITIONS

1.1 DEFINITIONS

Throughout this Agreement, the Council and the signatory Local Unions are referred to singularly and collectively as "Union(s)". Where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include all signatory Contractors and their subcontractors of whatever tier, engaged in on-site Project construction work within the contractors and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Section 2.0; the Rockland County Building and Construction Trades Council, AFL-CIO is referred as the "Council" and the work covered by this Agreement (as defined in Section 2.0) is referred to as the "Project Work". The term "Employees" shall include the workers employed by the contractor.

1.2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met:

1. the Agreement is approved and signed by the Council, and the Local Unions having jurisdiction over the Project work;
2. the Agreement is approved and signed by the Village

1.3 ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the Village and all signatory Contractors performing on-site Project work, including site preparation, and staging areas, as defined in Section 2.0. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become a signatory to the Letter of Assent (Appendix B) and are bound by this Agreement with respect to subcontracted work performed within the scope of Section 2.0. This Agreement shall be administered by the Village on behalf of all Contractors.

1.4 SUPREMACY CLAUSE

This Agreement, together with the Collective Bargaining Agreements of the Local Unions incorporated by reference herein represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of

this Agreement is also covered by a Collective Bargaining Agreement of a Local Union the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union, which is, not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Village.

1.5 LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be severed and not joint. The Village and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

1.6 VILLAGE OF NYACK -CONSTRUCTION REPRESENTATIVE

The Village shall require in its bid specifications for all work within the scope of Section 2.0 that all successful bidders and their subcontractors of whatever tier, become bound by and signatory to, this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Village in determining which Contractors shall be awarded contracts for Project work. It is further understood that the Village shall have sole discretion at any time to terminate, delay or suspend the Project work, in whole or in part.

1.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement shall be made available to and shall fully apply to any successful bidder for Project Work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site as defined in Section 2.1.

2.0 SCOPE OF THIS AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Section.

2.1 THE WORK

This Agreement shall only apply to the following on-site construction work performed in connection with Emerging Contaminant PFAS/PFOS removal at the Village of Nyack Water Plant in Nyack, NY including any amendments or modifications thereto (Contract Documents). "On site" construction work in connection with the above shall be defined to include Project Work performed at preparation and staging areas located within 15 miles of the Project site provided such work is covered by a Collective Bargaining Agreement.

2.2 TIME LIMITATIONS

This Agreement shall be further limited to Project Work performed as specified in the Village of Nyack Contract Documents for Emerging Contaminant PFAS/PFOS Treatment at the Nyack Water Plant. It is further understood that this Agreement, together with all of its provisions, shall remain in effect for the duration of all Project Work.

2.3 EXCLUDED EMPLOYEES

The following persons (excluding drivers) are not subject to the provisions of this Agreement, even though performing work on the Project:

1. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians (for startup and testing and not for installation), non-manual employees, and all professional (excluding surveyors), architectural, engineering, administrative and management persons;
2. Employees of the Village, or of any State agency, authority or entity or employees of any municipality or other public employer.
3. Employees and entities engaged in off-site (farther than 15 miles from the Project site as set forth in Section 2.1) manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery (unless specifically covered by a craft's Schedule A) or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, asphalt and Item 4 which are covered by this Agreement;
4. Employees engaged in on-site equipment warranty work;
5. Employees engaged in laboratory or specialty testing or inspections;
6. Employees of companies engaged in ancillary Project work performed by third parties such as electric utilities, water utilities, gas utilities, telephone operating companies, railroads and cross connection termination of existing lines belonging to the Village for data and telephone. However, contractors and subcontractors engaged by third parties to perform such work are subject to and shall be a signatory to this Agreement.
7. The work of the Contractor that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Manufacturing Agreement, the Stack Liner Agreement, the Rubber Liner Agreement, or any other National Specialty Agreement.

2.4 NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer, or alter ego status among the Village and/or any Contractor. The Agreement shall further not apply to the Village or any other Village or state agency, authority or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Village or its employees or any other Village or state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Village for performance under the terms of this Agreement.

3.0 UNION RECOGNITION AND EMPLOYMENT

3.1 PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Section 2.0. The parties stipulate that this Agreement and all Collective Bargaining Agreements governed herein are "pre-hire agreements" as defined by Section 8(f) of the National Labor Relations Act.

3.2 UNION REFERRAL

- A. The Contractors agree to hire craft employees of the Local Unions covered by this Agreement through the job referral system and hiring halls (where the referrals meet the qualifications set forth in Item's 1, 2 and 4 of subparagraph B) established in the Local Union's area Collective Bargaining Agreements (attached as Schedule A to this Agreement). Notwithstanding this *requirement*, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid off (except as provided in Section 4.3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Section. The Contractor shall notify the Local Union of employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) Have worked a total of at least 1000 hours in the construction craft during the prior two years, and
- (3) Were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.
- (4) Have the ability to safely perform the basic functions of the applicable trade.
- (5) Have not committed a felony or misdemeanor, or other violation that would render such person unfit to work on school district property.

C. No more than twelve percent (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). The twelve percent (12%) provision only applies after the Contractor hires its first employee from the appropriate Local Union.

3.3 NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems shall be operated in a non discriminatory manner and in full compliance with all applicable federal, state, and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions established in this Section. No employment applicant shall be discriminated against by the referral system or hiring hall because of the applicant's union membership, or lack thereof.

3.4 MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Village's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

3.5 CROSS AND QUALIFIED REFERRALS

The Local Union shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

3.6 UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A Collective Bargaining Agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Local Unions, signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Unions as an agency shop fee.

3.7 CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsman he is leading exceeds a specified number.

4.0 UNION REPRESENTATION

4.1 LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designated writing (copy to Contractor involved and Village) representative and/or the Business Manager, who shall be afforded access to the Project.

4.2 STEWARDS OR LEAD ENGINEER

- A. Each Local Union shall have the right to designate a working journeyman as a Steward and an alternate and shall notify the Contractor and Village of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and shall receive the regular rate of pay for their craft classifications. There shall be no non-working Stewards on the Project.
- B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contract and if applicable, subcontractors of the Contractor, but not with the employees of any other Contractor. The Contractor shall not discriminate against the Steward in the proper performance of Union duties.

- C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

4.3 LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

5.0 MANAGEMENT RIGHTS

5.1 RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing and number of employees to be utilized for overtime work. No rules, customs or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor or Village and/or joint working efforts with other employees shall be permitted or observed.

5.2 MATERIALS, METHODS, AND EQUIPMENT

There shall be no limitation or restriction unless specified in the Contract Documents, upon the Contractor's choice of materials, techniques, methods, technology, or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, precast, prefabricated, pre-finished, or pre-assembled materials, tools or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; (re-bar will be fabricated and installed as per the requirements of Schedule A) provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work, which is performed off-site for the Project.

6.0 WORK STOPPAGES AND LOCKOUTS

6.1 NOSTRIKES-NOLOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of the Village. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Section. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 6.1 and to ensure uninterrupted construction for the duration of this Agreement.

6.2 DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 6.1, above, and any such employee shall not be eligible thereafter for referral under this Agreement for a period of one hundred (100) calendar days.

6.3 NOTIFICATION

If a Contractor contends with any Union has violated this Section, it shall notify the Council advising of such fact, with copies of the notification to the Local Union. The Council shall instruct, order and otherwise use its best efforts to cause the employees and/or the Local Unions to immediately cease and desist from any violation of this Section. The Council, complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

6.4 EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 6.1 of this Section may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

1. A party invoking this procedure shall notify the AAA arbitrator selected who shall act as Arbitrator under this expedited arbitration procedure. Copies of such notification shall be simultaneously sent to the alleged violator and if a Local Union is alleged to be in violation, the Council, and the Village.
2. The Arbitration shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Village a hearing within 48 hours of receipt for the notice invoking the procedure if it is contended that the violation still exists. The hearing shall not, however, be scheduled for less than 24 hours after the notice to the Council required by Section 6.3, above.

3. All notices pursuant to this Section may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one (1) session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
4. The sole issue at the hearing shall be whether a violation of Section 6.1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease-and-Desist Award restraining such violation and serve copies on the Contractor and the Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the Award.
5. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement shall not waive any party's right to participate in a hearing for a final court order of enforcement in any contempt proceeding.
6. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Section, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
7. The fees, expenses and all advance deposits required by the AAA of the Arbitrator shall be borne equally between the involved Contractor and Local Union.

6.5 ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Section 8.0 shall not be applicable to any alleged violation of this Section, with the single exception that an employee discharged for violation of Section 6.1, above, may have recourse to the procedures of Section 8.0 to determine only if the employee did, in fact, violate the provisions of Section 6.1; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

7.0 LABOR MANAGEMENT COMMITTEE

7.1 SUBJECTS

The Project Labor Management Committee shall meet on a regular basis to:

1. promote harmonious relations among the Contractors and Unions;
2. enhance safety awareness, cost effectiveness and productivity of construction operations;
3. protect the public interests;
4. discuss matters relating to staffing and scheduling with safety and productivity as considerations;
and
5. review Affirmative Action and equal employment opportunity matters pertaining to the Project.

7.2 COMPOSITION

The Committee shall be jointly chaired by designees of the President of the Council and the Village, Construction Representative and representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed sub-committees.

8.0 GRIEVANCE AND ARBITRATION PROCEDURE

8.1 PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Section 6.1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

8.1.1 Step One

- A. When any Employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job Steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be within fourteen (14) calendar days after the act, occurrence or event given rise to the grievance. The business representative of the Local Union or the job Steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within fourteen (14) calendar days after a timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within fourteen (14) calendar days thereafter, pursue Step Two of the grievance procedure by serving the involved Contractor and the Village with written copies of the grievance occurred and the

provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step One are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Village as creating a precedent.

- B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Section 6.1) with any other signatory to this Agreement and after conferring, a settlement is not reached within fourteen (14) calendar days, the dispute shall be reduced to writing and proceed to Step Two in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

8.1.2 Step Two

- A. The Business Manager or designee of the involved Local Union, together with representatives of the Council, the involved Contractor and the Village Construction Representative shall meet in Step Two within fourteen (14) calendar days of service of the written grievance to arrive at a satisfactory settlement.

8.1.3 Step Three

- A. If the grievance shall have been submitted but not resolved in Step Two, any of the participating Step 2 entities may, within twenty-one (21) calendar days after the initial Step Two meeting, submit the grievance in writing (copies to other participants) to the Arbitrators under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step Two participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees, and the fees, expenses and all advanced deposits required by the AAA of such arbitration shall be borne equally by the involved Contractor and Local Union.
- B. Failure of the grieving party to adhere to the time limits set forth in this Section shall render the grievance null and void. These time limits may be extended only by written consent of the Village involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issue presented to him and shall not have the authority to change, add to, delete, or modify any provision of this Agreement.

8.2 LIMITATIONS AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding sixty (60) calendar days prior to the date of service of the written grievance on the Village and the involved Contractor or Local Union.

8.3 PARTICIPATION BY VILLAGE OF NYACK CONSTRUCTION REPRESENTATIVE

The Village Construction Representative shall be notified by the involved Contractor of all actions at Steps Two and Three and at its election, may participate in full all proceedings at these Steps, including Step Three arbitration.

9.0 JURISDICTIONAL DISPUTES

9.1 NO DISRUPTIONS

There shall be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Section 6.0.

9.2 ASSIGNMENT

All project construction work assignments shall be made pursuant to law.

9.3 PROCEDURE FOR SETTLEMENT OF DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union shall submit the dispute in writing to the Construction Representative, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("The Plan") within seventy-two (72) hours and send a copy of the letter to the other Union involved, the Contractor involved, Village and the Council. Upon receipt of a dispute letter from any union, the Construction Representative will invoke the procedures set forth in the plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Section 3.0 of the Plan.
- B. Within five (5) calendar days of receipt of the dispute letter, there shall be a meeting of the Contractor involved, the Village, the Local Unions involved, and designees of the Council involved for the purpose of resolving the jurisdictional dispute.
- C. If the dispute remains unresolved after this meeting, the parties shall proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry."
- D. The Arbitrator appointed under this Section shall render a short-form decision within five (5) days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within thirty (30) days of the close of the hearing.
- E. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions at the Project.

- F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 9.2 above and without disruption of any kind.

9.4 AWARD

Any jurisdictional award pursuant to Section 9.3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only and may be enforced by the Supreme Court of New York, County of Rockland in any court of Rockland County. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Section, the County of Rockland and the Contractors involved shall be considered parties in interest.

9.5 LIMITATIONS

The Arbitrator appointed under this Section shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

9.6 NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Section.

The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, or interruption in protest of any such award.

10.0 WAGES AND BENEFITS

10.1 CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A, New York State Wage Rates included in the contract specifications, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement, may establish rates and/or hours for one or more classifications which may differ from Schedule A. Parties to such agreements shall be the Village, the Contractor, and the Local Unions.

10.2 EMPLOYEE BENEFIT FUNDS

- A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amount designated in the appropriate Schedule

A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as are explicitly required under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts, or plans.

- B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit payments.
- C. In the event that the Contractor becomes delinquent on the foregoing obligations and upon notification of at least fifteen (15) days from the date of a default from any affiliated Local Union that a signatory employer has become delinquent in the payment of Fund contributions due in connection with the work on this Project, the Contractor authorizes the Village to immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from this Project and to pay all such funds directly to the complaining Local Union to be applied against the amounts owed by the defaulting Contractor in order to ensure the full and timely remittance of all union dues, IAF, PAC and fringe benefit funds, including but not limited to Health and Welfare, Pension, Annuity, Legal Service, Education and Training, S.U.B., Apprenticeship (hereafter "Funds" or "Fund") due the affiliated Local Unions as provided for in all applicable collective bargaining agreements between the Local Unions and signatory employers which have contracted to perform work on the subject construction Project. Before such payment is made, the Village shall first advise the defaulting Contractor in writing of the complaint made by the Local Union and the amounts claimed and shall allow the defaulting Contractor a period of ten (10) days from the date of notification to produce a written letter signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the Contractor is current in the remittance of Funds or a bona-fide explanation acceptable to the complaining Local Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, the Village shall use its best effort to act as an initial arbiter and take action it then deems appropriate.
- D. No monies, however, shall be paid to the delinquent employer who may request arbitration of the dispute in accordance with Section 8.0 herein. In the event such request in writing is not delivered to the Village of Nyack Construction Representative, within ten (10) days from the date of notification to the defaulting Contractor, the Village shall immediately pay over to the Fund Administrator of the complaining Local Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by the Village for the Project.

None of the foregoing is to be construed as having created a debt on the part of the Village to the Local Union. Both the Contractor and the complaining Local Union agree that there shall be no strike, work stoppage or disruption pending resolution of the dispute.

- E. Notwithstanding any other provisions of this Agreement, including any provisions to arbitrate disputes, the members of a Local Union can elect to refuse to perform services for a delinquent employer any time after a Benefit Fund delinquency exceeds forty-five (45) days, on five (5) calendar day's written notice the President of the Council and the Village. The provisions of Section 10.2 shall remain in full force and effect with respect to all other Local Union members working on the Project. If a Contractor fails to contribute to a Local Union's Benefit Funds because of the Contractor's inability to collect payment from the Village for work performed on the Project, the Village agrees that the Contractor shall not be removed from the job for non performance which results from a Local Union's members refusing to perform services as set forth in this Section.

11.0 HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

11.1 WORK WEEK AND WORKDAY

- A. The standard work week shall consist of forty (40) hours of work at straight time rates of the following schedule:
 - 1. Five (5) Day Work Week: Monday through Friday -five (5) days, eight (8) hours plus half (%) hour unpaid lunch period each day.
 - 2. Four-tens: notwithstanding any other provision of the Agreement, when working a four day work week, the work shall consist of 4 days, Monday through Thursday, ten hours per day plus 1/2-hour unpaid lunch period at the straight time rate. The starting time for four-tens shall be 6:00 a.m. 6:30 a.m. 7:00 a.m. A three-day minimal notice shall be required for four-tens to the respective involved unions.
 - 3. On a 5-day work week, Saturday may be used as a make-up day at straight time to fulfill the 40-hour work week due to inclement weather. On a 4-day work week, Friday maybe used as a make-up day at straight time to fulfill the 40-hour work week. Make-up days shall be scheduled for a minimum of 8 hours, except in the case of inclement weather in which Section 11.5 shall apply. Make-up days shall not be mandatory, and no discipline shall be taken against employees electing not to work the make-up day. This shall also apply when more than one shift or multiple shifts are worked.

- B. The Day shift shall commence between the hours of 7:00 am and 8:00 am and shall end between the hours of 3:30 pm and 4:30 pm. Starting and quitting times shall occur at the staging areas as may be designated by the Contractor.
- C. Contractors shall provide not less than five (5) days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.
- D. The changing of the regular starting time from a 5-day and 4-day work week shall be a 4-week minimum.

11.2 OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph 11.1.A above, shall be paid at time and one half the hourly rate and benefits will be paid on straight time. All work on Sundays shall be paid at two times the hourly rate and benefits will be paid at straight time. There will be no restriction upon the Contractor scheduling of overtime or the non-discriminatory designation of employees who shall be worked.

11.3 SHIFTS

- A. Flexible Schedules:
Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five (5) consecutive workdays, must have prior approval of the Construction Project Manager and must be scheduled with not less than five (5) work day's notice to the Local Union.
- B. Second/Shift:
The second shift (starting between 3:30 pm and 4:30 pm) shall consist of eight (8) hours work for and equal number of hours pay at the straight time rate plus 10% in lieu of overtime and exclusive of a % hour unpaid lunch period.
- C. Flexible Starting Times:
Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.

11.4 HOLIDAYS

A. Schedule:

There shall be 8 recognized holidays on the Project:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Labor Day	Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the Previous Friday, those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment:

Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the Holidays set forth in Section 11.4.A.

C. Exclusivity:

No holidays other than those listed in Section 11.4.A above shall be recognized nor observed.

11.5 REPORTING PAY

A. Employees who report to the work location pursuant to the regular schedule and who are not provided with work or whose work is terminated early be a Contractor, for whatever reason, shall receive minimum, reporting pay in accordance with the applicable Schedule A.

B. When an employee, who has completed their scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental, or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 11.7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Section, there shall be no premiums, bonuses, high time or other special payment of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Section and except where an applicable Schedule A requires a full weeks' pay.

11.6 PAYMENT OF WAGES

A. Payday:

Payment shall be made by check, drawn on a New York State bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 am on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination:

Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

11.7 EMERGENCY WORK SUSPENSION

- A. Contractor may, if considered necessary for the protection of life and/or safety of employees and others, suspend all or a portion of Project work. In such instances, employees shall be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, be paid for "stand by" time at their hourly rate of pay.

11.8 INJURY - DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties; shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

11.9 TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor shall provide adequate facilities for checking in and out in an expeditious manner.

11.10 MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule, which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

11.11 BREAK PERIODS

There shall be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

12.0 APPRENTICES

12.1 RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedules A provide for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

12.2 DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project shall be first year, minority, women or economically disadvantaged apprentices as shall be 60% of the apprentice equivalents, placed on the Project, who do not necessarily meet all the age or entrance requirements for the apprentice program or have necessarily passed the entrance examination. The Local Unions will cooperate with the Contractor requests for minority, women, or economically disadvantaged referrals to meet this Contractor effort.

13.0 SAFETY PROTECTION OF PERSON AND PROPERTY

13.1 SAFETY REQUIREMENTS

Each Contractor shall ensure that applicable OSHA requirements are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Contractors shall ensure that employees perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Village from injury or harm. Failure of the employee to do so shall be grounds for discipline, including discharge.

13.2 CONTRACTOR RULES

Employees covered by this Agreement shall always be bound by the reasonable safety, security, and visitor rules as established by the Contractors and Village for this Project. Such rules shall be published and posted in conspicuous places throughout the Project.

13.3 INSPECTIONS

The Contractors, Village, and Construction Representative retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

14.0 NO DISCRIMINATION

14.1 COOPERATIVE EFFORTS

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement shall assist in such programs and to agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

14.2 LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

15.0 GENERAL TERMS

15.1 PROJECT RULES

The Village, Construction Representative and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules shall be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

15.2 TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on

the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdictions.

15.3 SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

15.4 TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

15.5 FULL WORKDAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

15.6 COOPERATION

The Village, Construction Representative and the Unions shall cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

16.0 SAVINGS AND SEPARABILITY

16.1 THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement shall enter into negotiations for a substitute provision in conformity with the law the intent of the parties for contracts to be let in the future.

16.2 THE BID SPECIFICATIONS

In the event that the Village bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties shall enter into negotiations as to

modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

16.3 NON-LIABILITY

In the event of an occurrence referenced in Section 16.1 or 16.2, neither the Village, Construction Representative, or any or any Contractor, or any signatory Union shall be liable, directly, or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications shall be issued in conformance with court orders then in effect and no retroactive payments or other action shall be required if the original court determination is ultimately reversed.

16.4 NON-WAIVER

Nothing in this Section shall be construed as waiving the prohibitions of Section 6.0 as to signatory Contractors and signatory Unions.

17.0 FUTURE CHANGES IN COLLECTIVE BARGAINING AGREEMENTS

17.1 CHANGES TO AGREEMENTS

- A. The Collective Bargaining Agreement incorporated herein shall continue in full force and effect until the Contractor and/or Unions to the Collective Bargaining Agreements notify the Village in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.
- B. It is agreed that any provisions negotiated into the Collective Bargaining Agreements incorporated by reference herein shall not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.
- C. Any disagreement between signatories to this Agreement over the incorporation into provisions agreed upon in the renegotiation of a Collective Bargaining Agreements incorporated by reference herein shall be resolved in accordance with the procedure set forth in Section 8.0 of this Agreement.

17.2 LABOR DISPUTES DURING LOCAL CONTRACT NEGOTIATIONS

The Unions agree that there shall be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Section 6.0 affecting the Project by any Local Union involved in the renegotiation of Local Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

APPENDIX A
Listing of Local Collective Bargaining Agreements

1. Bricklayers and Allied Crafts, Local #1, New York.
2. Agreement between International Brotherhood of Electrical Workers, Local Union #363 and Hudson Valley Chapter National Electrical Contractors Association.
3. Agreement between Fabricators and Erectors Association, Inc., and Local Union 417 of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers.
4. Heavy, Highway and Utility Agreement between the Contractors Association of Rockland County, Inc. and the Eastern New York Laborers' International District Council and its Affiliate Laborers' Local 754.
5. Building Agreement between the Construction Contractors Association of the Hudson Valley, Inc. and the Eastern New York Laborers' International District Council and its Affiliate Laborers' Local 754.
6. Agreement by and between International Union of Operating Engineers affiliated with AFL-CIO, Local Union No. 825, 825-A, 825-B, 825-C, 825-D, 825-R, 825-RH.
7. Agreement between Mechanical Contractors Association of Rockland County and Vicinity, New York and Local Union No. 373, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
8. Agreement between Sheet Metal Workers International Association, Local 38 and SMCNA Southeastern New York & The Associated Sheet Metal and Roofing Contractors of Connecticut, Inc.
9. Agreement between the Boiler Makers Association of Greater New York and Boilermakers Local Lodge No. 5 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO.
10. Agreement between Industrial Insulation Contractors of Southern New York and The International Association of Heat and Frost Insulators and Asbestos Workers Local #91.
11. Teamsters Local #445, New York.
12. Agreement between Independent Resilient Floor Coverers and The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO.
13. Operative Plasterers' and Cement Masons Local 530.
14. United Cement Masons Local 780.
15. Metallic Lathers Local 46
16. Painters Local 155
17. Millwrights Local 740

APPENDIX A (Continued)

18. Tri-State Marble BAC Local 7 and Local 7 Tile, Marble & Terrazzo
19. Road Sprinkler Fitters Local 669
20. District Council 9 Local 1281 Glaziers
21. Dockbuilders Local 1556
22. North Atlantic States Regional Council of Carpenters Local 279

APPENDIX B
Letter of Assent

Pursuant to the Introduction and Sections 1.0 and 2.0 of the Project Labor Agreement (PLA) negotiated by the Village of Nyack for and on behalf of all contractors and subcontractors (at any tier) to be engaged in the construction of the Project as defined in the Introduction and Section 2.0 of the PLA, the undersigned authorized representative of the Contractor hereby agrees to comply with and be bound by all of the terms and conditions of the PLA and any amendments or addenda thereto. By signing this Letter of Assent (LOA), the undersigned acknowledges the PLA as the singular binding Agreement for the defined Project. The PLA, including the applicable Schedule A and this LOA shall only apply to the Project defined in the PLA and Appendix A and to no other project(s).

The LOA shall remain in effect for the duration of all work performed under the PLA, by the undersigned Employer, at the defined Project site of construction, after which this LOA and any collective bargaining relationship established therein for this Project, will terminate, without notice, and shall have no further force or effect.

FOR THE CONTRACTOR

Name of Employer:

License or Registration Number:

Are you signatory to a local or national Building Trades labor agreement: NO or YES

Specify the details of your company's union affiliation(s): _____

Contractor Address: _____

Telephone: _____ Fax: _____

Authorized Representative (Print): _____

Title: _____ Cell Phone: _____

Authorized Representative (Signature): _____

Date: _____ Witness: _____

Company Seal: _____ Notary: _____

SIGNATURES

IN WITNESS WHEREOF the parties have caused the Agreement to be executed and effective as the _____ day of _____ 20____.

FOR THE VILLAGE OF NYACK:

Joseph Rand, Mayor

FOR THE ROCKLAND COUNTY BUILDING TRADES COUNCIL:

By: _____
President of the Rockland County Building & Construction Trades Council

By: _____
New England Regional Council of Carpenters Local 279

By: _____
Ironworkers Local 417

By: _____
Laborers Local 754

By: _____
Bricklayers & Allied Craftworkers Local 1

By: _____
Operating Engineers Local 825

By: _____
Teamsters Local 445

By: _____
Resilient & Floor Coverers Local 2287

By: _____
International Brotherhood of Electrical Workers Local 363

By: _____
Plumbers and Pipefitters Local 373

By: _____
Sheet Metal Workers Local 38

By: _____
Asbestos Workers Local 91

By: _____
Glaziers & Painters District Council 9

By: _____
Boilermakers Local 5

By: _____
Metallic Lathers & Reinforcing Ironworkers Local 46

By: _____
Dockbuilders & Timberman Local 1556

By: _____
Millwrights Local 740

By: _____
Tri-State Tile, Marble & Terrazzo BAC Local 7 of NY & NJ

By: _____
Road Sprinkler Fitters Local 669

By: _____
OPCMIA Local 262

By: _____
United Cement Masons Local 780

By: _____
Roofers, Waterproofers & Allied Workers Roofers Local 8

**PROJECT INVESTIGATION/REGIONAL
SETTING FOR USE OF A PROJECT
LABOR AGREEMENT**

**VILLAGE OF NYACK – WATER DISTRICT
EMERGENT CONTAMINANT
REMOVAL - NYACK WATER PLANT
PFAS/PFOS TREATMENT**

Village of Nyack
Rockland County, New York

H2M Project No.
NYAK2001

DECEMBER 2025

Prepared for:

Village of Nyack
9 North Broadway
Nyack, New York 10960

Prepared by:

H2M architects + engineers
2 Executive Boulevard, Suite 401
Suffern, New York 10901

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APPENDIX A	New York State Executive Order No. 49
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INTRODUCTION

The following will summarize H2M architects + engineers (H2M) investigation of factors relating to the appropriateness of the Village of Nyack incorporating a Project Labor Agreement (PLA) into the contract documents for the Treatment of PFAS/PFOS - Emergent Contaminant Removal at the Nyack Water Plant, (The Project), to be located in the Village of Nyack, Town of Nyack, Rockland County, New York.

I. PURPOSE

The purpose of this investigation is to provide information on regional construction industry experience and on the project for use in determining whether its contract documents should incorporate a PLA. PLAs have been found extremely helpful to, among other effects, promote work site harmony, prevent costly delays resulting from strikes and lockouts, and provide a dispute resolution mechanism to resolve labor and jurisdictional conflicts. PLAs should also produce construction cost savings by providing uniform work schedules, work hours and overtime provisions, and assure quality workmanship by providing qualified skilled tradesmen for a project. PLAs are especially desirable on projects that incorporate construction schedules and milestones, the extension of which would cause significant hardship. PLAs will also enhance competitive bidding on projects by clarifying and stabilizing contractor/labor relationships on the particular project. On large multi-prime projects this will tend to attract out of region contractors, who because of labor uncertainty would otherwise abstain from bidding. The Governor of the State of New York recognizes the potential benefits of PLAs and has issued Executive Order No. 49 dated February 12, 1997, requiring State agencies to utilize PLAs on projects when they are appropriate and legal (see Appendix A). The information developed during this investigation is to be used to determine whether the project meets the thresholds established by the various pertinent statutes and case law and therefore, is a candidate for a PLA.

II. PROJECT DESCRIPTION

The Village of Nyack (Village) has detected the emerging contaminants Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS) in their primary water supply, the Nyack Water Treatment Plant, located at 230 NY-59 in West Nyack, NY 10994 (Proposed Action Site). Due to the existing NYS drinking water standards for emerging contaminants, it is critical to plan for the installation of additional treatment systems to ensure the continued operation of the Nyack Water Treatment Plant and to support year-round pumpage demands. Given the detection levels at this plant, the Village plans to design and construct a new Granular Activated Carbon (GAC) absorption system for PFOA and PFOS removal in order to meet New York State's Maximum Contaminant Levels (MCLs) (Proposed Action). The new treatment system will be housed in a newly constructed building approximately 2,150 SF in size. The new treatment facilities will include carbon vessels, a below grade clearwell, associated pumps, and electrical equipment. Additional site work includes modification to the existing flood wall onsite, construction of new walkways, a gravel driveway, blowoff pit, and piping, and restoration of an existing gravel driveway. A

new, larger emergency diesel generator (750kW) will replace the existing emergency generator to support these new operations. The Proposed Action Site is 9.90 acres in size, and a total of approximately 0.42 acres will be physically disturbed during construction.

A summary of the work activities includes the following:

- Demolition
- Drainage Structures
- Dewatering
- Earth Moving and Excavation
- Asphaltic Concrete Resurfacing
- Piping/plumbing
- Electrical Work
- Lighting
- Epoxy flooring
- Painting
- Landscaping
- Drainage
- Waterproofing
- Project Coordination

A preliminary construction cost estimate dated October 8, 2025 for the project has been provided by H2M architects + engineers, Suffern, New York totaling \$12,266,558.91 is contained in Appendix B. The project is to be funded by the Village of Nyack and a grant through the State Environmental Facilities Corporation.

Construction of the project is scheduled to begin Spring 2026 with completion scheduled for Spring 2028. The duration of the project is seven hundred thirty five (735) consecutive calendar days or approximately twenty four (24) months. A prime construction contract will be bid on and awarded pursuant to the New York State General Municipal Law for general construction/mechanical work. In the Village of Nyack - Rockland County Section 101 (Wicks Law) requires separate prime contracts for plumbing, electrical and/or HVAC contracts if the project building(s) cost exceeds \$500,000. Based on the project building(s) cost the project would not be subject to Wicks law. However, based Rockland County code Article 5 – 140-5.7 (Project Labor Agreements) any construction project over \$4,000,000 will require a feasibility study to explore and consider the use of a project Labor agreement to reduce construction costs, avoid delays, and potential litigation.

It is estimated that approximately 43,309 man-hours (total weighted labor costs/\$129.49 per hour average) will be expended on this project costing an estimated \$5,157,855 in labor. The project requires skilled craftsmen as the project includes controls, safety/security systems, motors, and mechanical systems.

During peak times of construction activities, up to seventeen (17) skilled tradesmen (electricians, carpenters, pipefitters, millwrights, bricklayers, epoxy flooring, waterproofers, piledrivers, roofers, sheet metal workers, glaziers, iron workers, masons/concrete finishers, laborers, operating engineers, painters, and teamsters) a day will be working on the project. Local trade organizations are prepared to provide the necessary skilled craftsmen to perform the work required to successfully complete the project.

The project will involve permitting by the New York State Department of Health and the New York State Department of Environmental Conservation. Timely completion of the project will be essential to prevent any public health or safety issues. Construction of the project will not significantly impact the capital budget of the Village of Nyack.

III. APPROACH

The regional background evaluated as part of this study included:

- Identifying large public sector building construction projects bid since 2020.
- Researched job history to identify whether labor related disputes occurred on the respective projects.
- Evaluating recently completed and ongoing projects in Rockland County that incorporate a PLA to determine its actual benefits. The following is a listing of the most recent PLAs in Rockland County:
 - Rockland Green Animal Shelter
 - Rockland Green Immersive Theater
 - Rockland BOCES P-Tech Building
 - Rockland County Sheriff's Operation Building
 - Bear Mountain Bridge Redecking
 - Lake Sebago Rehabilitation
 - Rockland County Sewer District #1
 - Screening Improvements
 - Sludge Thickeners

- o Union Hill Tallman Pump Stations
 - o Odor Control
 - o Phase 1 Main Pump Station Equipment Replacement
- Reviewing the bidding documents prepared by the design professional retained by the Village of Nyack for the project to determine:
 1. the building trades that will be involved in the construction;
 2. the time constraints including the schedule and critical milestones for the project; and
 3. the potential impacts if those milestones are not met due to delays. Potential causes of delay include, among others, work stoppage due to labor strikes or contractor lockouts.
- Assessing the potential for construction cost savings that could flow from incorporation of a PLA into the project, including the furtherance of the State of New York's competitive bidding statute goals.
- Reviewing a listing of recent (within five (5) years) job actions from construction projects in the Rockland County. Mr. John Maraia, Jr., the President of Rockland County Building Trades provided a listing of the projects experiencing job action as included in Appendix D.

IV. FINDINGS

The Rockland County, New York project entitled "New Highway Facility" incorporated a PLA. In addition to cost benefits, a factor in the adoption of the PLA for the project by Rockland County was the critical nature of the construction schedule. The construction was being performed by four (4) prime contractors as required by Section 101 of the NYS General Municipal Law, also known as the "Wicks Law". One of the contractors was "non union". There were a number of labor related disputes that developed on the project. However, because of the no-strike/no-lockout provision of the PLA and the mandatory arbitration provision of that agreement, all such issues were resolved without any impact on the project schedule. A significant issue that could have affected the Highway Building project was the likelihood of a general or area wide strike by a local union. Because of the no-strike/no-lockout provisions of the PLA, this action would not have affected construction at the site. Both the contractor and local union acknowledged that they were bound by the no-strike/no-lockout provisions of the PLA and committed to abide by it. Therefore, the area wide strike would not have affected the Highway Building project. The project is being successfully completed without any labor trouble at the present time.

A PLA for the Suffolk County Police Precincts project was challenged in Federal Court by a mechanical contractor who had submitted the low bid for that work but refused to sign the PLA or be bound by it, and

by a trade association representing contractors with non-union work forces. In that case, the PLA was challenged on the grounds of ERISA preemption and violations of federal due process and equal protection rights, together with state law claims under the General Municipal Law and the Labor Law. The Court denied the plaintiff's request for an injunction prohibiting the use of the PLA and dismissed all Federal claims challenging the validity of the PLA. Specifically, the Court found that the County was acting in a proprietary capacity when it contracted for the construction of the project and as such, the PLA was not barred by the provisions of ERISA. The Court declined to entertain any claims against the PLA based upon the New York State Law.

The renovations to Suffolk County's Dennison Office Building at the County Center, Hauppauge, New York also incorporated a PLA into the contract documents. A number of labor related issues arose on the project that had the potential to cause work stoppage. However, they were avoided due to the arbitration provisions and the work site harmony engendered by the project's PLA. The Dormitory Authority of the State of New York (DASNY) under agreements with Suffolk County, NY entered into contracts for the construction of the Suffolk Community College Multi-Purpose Health Technology Facility (MPHTF) located at the Brentwood, NY Campus. Construction commenced in the Spring of 1998. The term of construction was twenty-four (24) months, and the cost was about \$42 million. MPHTF construction was subject to the Wicks Law and six (6) prime contractors performed the work. The project PLA was incorporated into each of the construction contracts. Salient provisions of the PLA included:

- No strikes/lockouts for any reason whatsoever;
- Uniform work hours;
- Standard 8-hour per day/40 hours per week schedules without overtime assessments;
- Working shop stewards;
- No discrimination against contractors and craftsmen regardless of union affiliation;
- Guarantees contractors' rights to determine means and methods;
- Mandatory arbitration for labor related grievances and jurisdictional disputes; and
- Craftsmen's rights to select benefits fund, pursuant to law.

Two (2) of the six (6) prime contractors awarded contracts on the MPHTF were non-union. They were the HVAC and General Conditions contractors. All six (6) contractors and their subcontractors as well as twenty-one (21) craft union locals involved on the project were signatory to the PLA. Some labor related disputes arose on the project. They included grievances against a union subcontractor by four (4) craft locals for failure to pay fringe benefits in a timely manner and the failure of the non-union HVAC

contractor to abide by the PLA in the production of shop and working drawings. Potential work stoppage and lockouts were prevented by active intervention of the grievance committee and mandatory arbitration of jurisdictional and manning dispute. In addition, the union plumbers continued working on the project in accordance with the provisions of the PLA although the plumber's union went on strike in 2000. The project was successfully completed in September 2000.

Rockland County projects built under a PLA and successfully completed with no labor disputes or are still under construction during the last ten (10) years include:

1. South Main Street Revitalization – Phase 3 in New City completed in 2014 at a cost of \$15 million.
2. Town of Clarkstown West Nyack Revitalization Phase 1 completed in 2023 at a cost of \$5.1 million.
3. Town of Clarkstown West Nyack Revitalization Phase 2 to be completed spring 2026 at a cost of \$9.6 million.

Based upon direct experience with PLAs in Rockland County, PLAs do result in job site harmony; avoid costs associated with delays and labor disputes.

On the other hand, some projects without PLAs in Rockland County have experienced labor problems resulting in potential project delays and cost overruns. A listing of projects that have or are experiencing job actions in the Rockland County is listed in Appendix C.

Appendix D identifies the expiration dates of the Schedule "A" agreements (collective bargaining agreements) for the twenty-two (22) locals that would supply labor to a typical large scale Rockland County construction project. For the Emergent Contaminant Removal PFOS/PFAS Treatment project, it is anticipated that seventeen (17) unions would be represented during the project. It is indeed possible that if a union contract expired during the construction period that the failure to renegotiate terms favorable to a local's membership or to involve contractors' associations could result in a regional strike. A PLA would avoid any work stoppage due either to strikes or lockouts on the project as it would have on the Suffolk County Police Precincts project discussed above.

The cost of the Emergent Contaminant Removal PFOS/PFAS Treatment project will be funded by the Village of Nyack and a grant from the State Environmental Facilities Corporation. Construction will be managed and administered by the Village of Nyack. The advertisement for contractor bids will be published in the local paper. This newspaper is distributed in the Rockland/Westchester region. It will also be advertised by construction industry reporting services such as "Dodge Reports". A review of the public sector jobs in the \$5 million and larger range awarded in the last five (5) years reveals that virtually

all construction contracts were awarded to contractors having their base of operations in the Lower Hudson/New York City region. Over eighty (80) percent of those contractors were union affiliated.

Uncertainty about labor relations with the local trade union organizations is a deterrent to non-regional contractors. Incorporation of a PLA into the project's bid documents will remove that uncertainty and will promote competition by out-of-region contractors. During this analysis, construction professionals in the construction industry, trade union organizations and the public sector were interviewed, and all confirm H2M's opinion in this regard. In addition to promoting competitive bidding, the PLA will also provide uniform work shifts, work hours, holidays and shop steward requirements. The work day defined in the various Schedule "A" collective bargaining agreements in force in the Rockland County region ranges between 35 to 40 hours. Paid holidays vary also. They may range from 8 days to 11 days, depending on the unions involved. The requirements for shop stewards are also variable, depending on the particular Schedule A. The requirement ranges from none regardless of size of workforce to a shop steward when only one (1) or more union craftsmen are employed.

The PLA would standardize the workday at forty (40) hours and the number of paid holidays to nine (9) or less for the project. Consequently, overtime pay would be reduced, and the inefficiencies of split work shifts would be eliminated. Including the requirement in the PLA that shop stewards not exercise any supervisor functions, receive only the regular rate of pay for their craft classifications and perform the ordinary work required by their craft classifications will also reduce costs.

It is H2M's opinion that the possible increased competition, use of working shop stewards, uniform shifts, work days, holidays, use of uniform work rules, assurance of no work stoppages, and use of apprentice ratios negotiated under a PLA will result in construction cost savings of approximately \$898,254.17 or 17.4% percent of the total project labor cost.

V. RECOMMENDATIONS

H2M's investigation has examined the major factors that should be considered when a public owner decides whether to use a PLA for a major construction project. Based upon all of the above, H2M finds that:

- The Lower Hudson Valley construction trades are mostly unionized;
- Due to the small number of local trade unions likely to be involved in the project, the potential for jurisdictional disputes to arise is not considered high.
- Based upon the history of municipal projects of comparable magnitude in the Lower Hudson Valley region, the contractors likely to be awarded work may be union contractors;

- By providing a single collective bargaining agreement with all of the craft locals, a PLA may induce more contractors to bid on the project and thereby enhance competition because it will remove uncertainties about labor;
- Labor unrest has not been prevalent on multi-prime municipal projects in the Rockland County even when some of the involved contractors are unionized and others are not. From regional experience, the likelihood that non-union bidders will successfully bid on these small contracts is high. The probability that the larger contracts will go to union contractors is similarly high. A PLA will minimize the potential for job site disharmony under the likely circumstance of a union/non-union contractor mix on the project.
- A PLA will standardize work hours, holidays and shop steward work requirements;
- A PLA will promote the goals of the New York State competitive bidding statutes by obtaining the best work for the lowest price because it will assure that only qualified tradesmen are employed and possibly reduce the cost of the project labor component by approximately \$898,257.14 or 17.4 percent.
- Timely completion of the project is crucial. Delays to its completion could have a negative impact on the operation of the District. Any delays in the completion of the construction of the project could have an impact on local residences and businesses who benefit from the water supply provided by the District. There could be potential impacts on health, recreation or the environment from a delay of the completion of the project.

Considering all of the above, it is H2M's recommendation that a PLA should be considered by the Town. If the Town agrees with use of a PLA then the PLA should be negotiated with the Building Trades Council of Rockland County, New York and that it should be incorporated into the Emergent Contaminant Removal PFOS/PFAS Treatment project bidding documents.

VI. COST SAVINGS ESTIMATE

Estimated Project Construction Work	\$12,216,558.91
Estimated Total Labor Costs	\$5,157,855.26

VII. SUMMARY

We have identified six (6) potential cost-saving items for this project if a Project Labor Agreement is utilized. These cost saving items are as follows:

POTENTIAL COST-SAVING ITEM	SAVINGS
1. Working journey person as shop stewards which will increase job-site productivity.	\$413,066.00
2. The establishment of an eight (8) hour work day for all trades at straight-time pay which will result in a savings of overtime costs.	\$34,214.10
3. The use of uniform work rules and schedules by all prime contractor and trade unions will require less overhead costs for the prime contractors.	\$152,706.97
4. The assurance that work stoppage will not occur on the project job site which will reduce anticipated general condition costs.	\$50,694.10
5. Savings By Use of Apprentice Ratios	\$206,314.21
6. Savings by Potential Holiday by Trade (Table 3)	\$41,261.76
Total Estimated Savings =	\$898,257.14

VIII. EVALUATION OF PROJECTED SAVINGS

1. Working Journeypersons as Shop Stewards Which Will Increase Job Site Productivity

- A. Without a mandate that would require the shop steward to be a working journey person, it is assumed that 100% of his/her time would be spent monitoring work rules compliance. With this mandate of the PLA in place, work rules compliance monitoring should be reduced to no more than 25% of the journeyperson's time; making 75% of his/her time available for actual work.
- B. With 17 signatory trades on the project, each with a representative (shop steward) spending an average time of twenty (20) weeks or five (5) months on the job, significant savings can be realized. To formulate the savings attributed to the greater productivity of the workforce, we have assumed an average payscale of \$121.49/hour (Table 2) based on the average local prevailing wage rates, which include fringe benefits and taxes/insurance.
- C. Formula

$$17 \text{ stewards} \times 5 \text{ months} \times 160 \text{ hours/month} \times \$121.49/\text{hour} \times 0.25 \text{ (\% time working)} = \$413,066.00$$
Savings: \$413,066.00

2. The Establishment of the Full 8-Hour Work Day

- A. Of the seventeen (17) signatory trades identified to be involved with this project, three (3)

unions have a seven (7) hour work day and require an additional hour of overtime to meet the eight (8) hour rule. The PLA would allow all Contractors to pay this additional time as straight time in lieu of overtime pay.

- B. From Table 2, assume an average wage/hour of \$121.49
(\$58.54 wage + \$39.16 fringe + \$23.79 taxes/insurance).
- C. Overtime pay equals $1.5 \times \text{wage} + 1.2 \times \text{fringe} = (\$58.54 \times 1.5 + 1.2 \times \$39.16 \text{ fringe} + \$23.79 \text{ taxes/insurance}) = \$158.59/\text{hour}$.
- D. Estimated labor costs: \$1,157,855.26
- E. Average wage on project: \$121.49

$$\frac{0.83(\$121.49/\text{HR.} \times 8)}{8} + \frac{0.17(\$121.49/\text{HR} \times 7 + \$158.59/\text{HR} \times 1)}{8}$$

NOTES: 0.17 = 3 unions
0.83 = 14 unions

$$\$100.84 + \$21.44 = \$122.28 \quad 1.00 = 17 \text{ unions}$$

- F. Total man hours:

$$\$5,157,855.26 \div \$119.09/\text{hr.} = 43,309 \text{ man hours}$$

- G. $\$122.28/\text{hr.} - \$121.49/\text{hr.} = \$0.79/\text{hr.} \times 43,309 = \$34,214.10$
(with o.t.) (without o.t.) (savings) (man hours)

Savings: \$34,214.10

3. The Use of Uniform Work Rules and Schedules

Establishing a uniform workday of 7:00 a.m. to 3:30 p.m., for every trade, including standard work rules, would result in less overhead expenses on the part of the prime contractor. Normally, the various trades have different work hours stretching from 7:00 a.m. to 5:00 p.m. and a variety of work rules. Managing these additional hours as well as a variety of work rules requires additional overhead which is estimated to be valued at 1.25% of the project construction cost.

$$\$12,216,558.11 \times 1.25\% = \$152,706.97$$

Savings: \$152,706.9789

4. The Assurance that Work Stoppage Will Not Occur

With a number of trade agreements expiring or under negotiations during the Project, there is bound to be some type of work stoppage activity in the construction industry. Assuming the work stoppage to be for a time period of four (4) weeks, additional general conditions cost would accrue due to the work stoppage. The estimated general requirement costs are

10% of \$ which equals \$582,569.50 for the 16-month period of construction. This equates to \$36,410.59 per month savings.

\$50,694.10 cost/month x 1 month= \$50,694.10

Savings: \$50,694.10

5. Savings By Use of Apprentice Ratios

The NYS Department of Labor (DOL) publishes a list by trade of the ratio of registered apprentices to journeymen that can be employed on a construction project subject to prevailing wage as is the instant project. The allowable ratio for the first journeyman of a particular trade is one apprentice. Thereafter, the trade ratios can vary from 2 more journeymen before an additional apprentice can be employed to 4 journeymen before an additional apprentice can be employed. They are noted as 1:1,1:2; or 1:1,1:4 respectively for the particular trade to which they apply. DOL also publishes the prevailing wage and supplemental benefits that apprentices are to be paid. The rates vary based on the years of experience an apprentice has. It also includes the number of 1-year terms it takes for an apprentice to become a journeyman. They differ based on the particular trade. The estimated bare labor cost savings by employing apprentices to the maximum allowable ratio is 1:5. This is calculated by utilizing the requirement that 20% of the workforce be trade apprentices and multiplying the 20% of the total labor cost by an average of a 20% cost reduction the total savings can be estimated.

\$5,157,855.26 x 20% of total workforce labor trade apprentice = \$1,031,571.05

\$1,031,571.05 x 20% reduction in overall cost = \$206,314.21

The potential savings cited above and amounting to over \$206,314.21 should be realized in the bid prices. This will allow for a lower estimated project construction cost or the addition of add-alternates to increase the scope of the project.

Savings: \$206,314.21

6. Savings By Use of Standard Holiday Schedule

Holiday Savings (See Table 3). By having all the trades adhere to the same holidays schedule with save the project money by eliminating the possibilities that some of the trades would receive holiday compensation rate, while others do not.

Savings: \$41,261.76



APPENDIX A

New York State Executive Order



No 40

EXECUTIVE ORDER

PROJECT LABOR AGREEMENTS

WHEREAS, it is in the best interests of the People of the State of New York to promote the timely completion of public construction projects undertaken by State agencies while at the same time limiting the costs of such projects to the greatest extent possible consistent with the law and principles of fairness and equity;

WHEREAS, the New York State Court of Appeals issued a decision in the Matter of New York State Chamber, Inc. Associated General Contractors of America, et al. v. New York State Thruway Authority, 88 N.Y.2d 56, 666 N.E.2d 185, 643 N.Y.S.2d 480 (1996), which found that project labor agreements are "neither absolutely prohibited nor absolutely permitted in public construction contracts"; and

WHEREAS, it is now clear that project labor agreements are one of many tools which may be used by management and labor and which may, under certain circumstances, assist in achieving the goals described above;

NOW, THEREFORE, I, GEORGE E. PATAKI, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and Laws of the State of New York, do hereby order as follows:

Each State agency shall establish procedures to consider, in its proprietary capacity, the utilization of one or more project labor agreements with respect to individual public construction projects. The utilization of a project labor agreement shall be considered only where the standards established by the Court of Appeals can reasonably be expected to be met.

In reaching a determination on the use of a project labor agreement with respect to a specific project the agency shall consider whether the utilization of such an agreement is justified because it meets the interests underlying the State's competitive bidding laws of:

- (1) obtaining the best work possible at the lowest possible price; and
- (2) preventing favoritism, improvidence, fraud and corruption in the awarding of public contracts.

In considering whether to proceed with a project labor agreement, agencies should be mindful that, in the past, the courts of the State of New York have struck down any such agreement wherein a contracting entity was unable to show a proper business purpose for entering into such agreement.

... - 1001 (NO 19) -2-

No project labor agreement shall be approved by an agency unless the decision to enter into the project labor agreement has, both as its purpose and likely effect, the advancement of the interests of the State's competitive bidding statutes.

In the event that an agency enters into a project labor agreement and lets one or more contracts for work to be performed pursuant to such agreement, it shall then be forwarded to the Commissioner of Labor. Upon receipt of the project labor agreement, the Commissioner of Labor shall determine the interaction, if any, between Article 8 of the Labor law and the agreement.

G I V E N under my hand and the
Privy Seal of the State
in the City of New York
this twelfth day of
February in the year one
thousand nine hundred
ninety-seven.

L.S.

BY THE GOVERNOR

/s/ George E. Pataki

/s/ Bradford J. Race, Jr.
Secretary to the Governor



APPENDIX B

Construction Cost Estimate

Village of Nyack
Emergent Contaminant Removal PFAS/PFOS Treatment
Project Cost estimate
10/8/2025

NYAK2001	Quantity	Unit Price	Total Price	Division	Units
Water					
PFAS BUILDING GAC WORK					
GAC VESSELS (PAIR) / RIGGING / SETTING / DELIVERY	2	\$850,000.00	\$1,700,000.00	Division 46	
FURNISHING AND INSTALLING GRANULAR ACTIVATED CARBON (SET) 160,000 LBS	1	\$520,000.00	\$520,000.00	Division 46	
VERTICAL TURBINE / MOTOR	2	\$80,000.00	\$160,000.00	Division 43	
PROCESS PIPING/VALVES/FLOW METERS/CHART RECORDER/INSTURMENTATION	1	\$500,000.00	\$500,000.00	Division 40	
DISTRIBUTION PIPING/VALVES	1	\$250,000.00	\$250,000.00	Division 33	
EXIST TREATMENT BUILDING					
DEMOLITION OF EXISTING PIPE GALLEY PIPING / VALVES	1	\$50,000.00	\$50,000.00	Division 40	
NEW PROCESS PIPING/VALVES/BLOWOFF TO LAGOON/ETC	1	\$350,000.00	\$350,000.00	Division 40	

Electrical					
PFAS BUILDING ELECTRICAL WORK					
WIRING DEVICES AND WIRING	1		\$11,000.00	Division 26	
DISTRIBUTION SYSTEM INCL. XTRMR AND PANELS, WIRING AND CONDUIT	1		\$40,000.00	Division 26	
LIGHTING/SWITCHES/WIRING AND CONDUIT	1		\$15,000.00	Division 26	
CONROL DEVICES, WIRING AND CONDUIT	1		\$17,500.00	Division 26	
EXIST TREATMENT BUILDING					
EXISTING MCC DEMOLITION	1		\$20,000.00	Division 26	
NEW MCC CONCRETE PAD	1		\$30,000.00	Division 26	
NEW MCC/ 112.5KVA XFMR , PANEL DP-1	1		\$810,000.00	Division 26	
PUMP FEEDERS, CONDUIT AND WIRING	1		\$75,000.00	Division 26	
CONTROL AND CONTROL WIRING WORK	1		\$25,000.00	Division 26	
NEW 750KW GENERATOR					
750KW GENERATOR WITH SKIN-TIGHT ENCLOSURE	1		\$528,000.00	Division 26	
GENERATOR RIGGING	1		\$10,000.00	Division 26	
GENERATOR FEEDERS AND CONDUIT	1		\$24,000.00	Division 26	
GENERAL AND MISC. RESTORATION					
MISC. ELECTRICAL WORK	1		\$25,000.00	Division 26	
MISC. SITE WORK/BOXES/EXCAVATION/ETC.	1		\$30,000.00	Division 26	

Civil					
SITE WORK					
Unclassified Excavation & Disposal	300	\$ 85.00	\$25,500.00	Division 31	CY
Clearing & Grubbing	475	\$ 15.00	\$7,125.00	Division 31	SY
Temporary Construction Fence	550	\$ 15.00	\$8,250.00	Division 31	LF
Rock Excavation and Removal	10	\$ 450.00	\$4,500.00	Division 31	CY
Tree Removal, with stump	8	\$ 6,000.00	\$48,000.00	Division 31	EA
Trenching & Backfill	258	\$ 50.00	\$12,888.89	Division 31	CY
New Earthen Berm	1174	\$ 40.00	\$46,962.96	Division 31	CY
Inlet Protection	1	\$ 500.00	\$500.00	Division 31	EA
Stabilized Construction Entrance	72	\$ 35.00	\$2,520.00	Division 31	SY
Silt Fence	500	\$ 20.00	\$10,000.00	Division 31	LF
Seed & Mulch, Temporary Stabilization	1750	\$ 20.00	\$35,000.00	Division 31	SY
Turf Reinforcement Matt	730	\$ 40.00	\$29,200.00	Division 31	SY
Asphalt Pavment					
Asphalt Pavment	20	\$ 200.00	\$4,000.00	Division 32	SY
Concrete Sidewalk/Steps	30	\$ 225.00	\$6,750.00	Division 32	SY
Concrete Curb	7	\$ 70.00	\$490.00	Division 32	LF

Steel Bollards	13	\$ 3,000.00	\$39,000.00	Division 32	EA
Gravel Access Road	835	\$ 7.50	\$6,262.50	Division 32	SF
Topsoil and Seeding	10500	\$ 3.50	\$36,750.00	Division 32	SF

6" PVC Pipe	91	\$ 25.00	\$2,275.00	Division 33	LF
Splash Block w/ Riprap Apron	2	\$ 1,500.00	\$3,000.00	Division 33	EA
FES W/ Riprap Apron	1	\$ 4,000.00	\$4,000.00	Division 33	EA

Arch					
PFAS BUILDING GAC WORK					
C.I.P. Concrete	350	\$ 450.00	\$157,500.00	Division 3	
Precast Concrete	2570	\$ 40.00	\$102,800.00	Division 3	
Walls - Masonry Cavity	2800	\$ 150.00	\$420,000.00	Division 4	
Steel & Metal Fabrications	3000	\$ 20.00	\$60,000.00	Division 5	
Wood & PVC Carpentry	1	\$ 15,000.00	\$15,000.00	Division 6	
Waterproofing	4300	\$ 10.00	\$43,000.00	Division 7	
MB Roofing	2570	\$ 45.00	\$115,650.00	Division 7	
Fascia / Flashing / Gutters / Downspouts	400	\$ 250.00	\$100,000.00	Division 7	
Specialty Doors	1	\$ 35,000.00	\$35,000.00	Division 8	
Storefront Windows	215	\$ 150.00	\$32,250.00	Division 8	
Epoxy Flooring	480	\$ 15.00	\$7,200.00	Division 9	
Painting	4825	\$ 7.50	\$36,187.50	Division 9	
FE's & Signage	1	\$ 5,000.00	\$5,000.00	Division 10	

Structural					
PFAS BUILDING GAC WORK					
PILES/PIERS	1	\$850,000.00	\$850,000.00	Division 31	
FOUNDATION	1	\$2,200,000.00	\$2,200,000.00	Division 3	

HVAC					
PFAS BUILDING GAC WORK					
EXHUAUST FANS	1	\$150,000.00	\$150,000.00	Division 23	
ELECTRIC HEATERS	1	\$200,000.00	\$200,000.00	Division 23	
MISC LOUVERS / HARDWARE	1	\$150,000.00	\$150,000.00	Division 23	

			\$10,223,061.85		
MOBILIZATION (2%)			\$204,461.24	Division 1	
BONDS AND INSURANCES (2.5%)			\$255,576.55	Division 1	
GENERAL CONDITION (5%)			\$511,153.09	Division 1	
CONTINGENCY (10%)			\$1,022,306.19	Division 1	

Total \$12,216,558.91



APPENDIX C

Job Action Listing
Rockland County

Rockland County
PROJECT LABOR AGREEMENT
Job Action Listing
Rockland/Orange Counties



Project Name	Municipality	County	Type of Project	Year of Action
Clarkstown Reserve	West Nyack	Rockland	Building	2025
Lincoln Equities Warehouse	Valley Cottage	Rockland	Building	2023
Aspect Health Montefiore Ambulatory Fit Out	West Nyack	Rockland	Building	2023
Orange and Rockland Co Gas Main Replacement	New City	Rockland	Gas Main Replace	2011
Aspect Health Montefiore Ambulatory Fit Out	West Nyack	Rockland	Building	2023
Lake Road Rehabilitation	Valley Cottage	Rockland	Road Reconstruction	-
St. Anthony's Elementary School	Nanuet	Rockland	Building, Site Work	-
Shop Rite Shopping Center	Haverstraw	Rockland	Building, Site Work	-
Montebello Cemetery	4/30/2020	Rockland	Site Work	-
Nyack Firehouse	Nyack	Rockland	Building, Site Work	-
Route 59 Hampton Inn	Nanuet	Rockland	Building, Site Work	-
CVS Pharmacy	New City	Rockland	Building, Site Work	-
Chilis Restaurant	Nanuet	Rockland	Building, Site Work	-
Palisades Medical Offices	West Nyack	Rockland	Building, Site Work	-
Bassetts Furniture	Bardonia	Rockland	Building, Site Work	-
Washingtonville School Bus Depot	Washingtonville	Orange	Site Work	-
Quick Chek Convenience Store	New Windsor	Orange	Building, Site Work	-
Stewart Terrace Military Housing	Orange Lake	Orange	Building, Site Work	-
Roofers, Water Proofers & Allied Workers Roofer Local 8	6/30/2016	Orange	Building, Site Work	-
Chilis Restaurant	Newburgh	Orange	Building, Site Work	-
Palisades Mall Renovation	Clarkstown	Rockland	Building	2013
Toyota Dealership	Newburgh	Orange	Building	2013
Nyack High School	Nyack	Rockland	Building	2013
Route 59	Ramapo	Rockland	Road Drainage	2013
Walgreens	Nyack	Rockland	Building	2011



APPENDIX D

Union Contract Expiration Dates

Rockland County
PROJECT LABOR AGREEMENT
Union Contract Expiration Dates⁽¹⁾
Rockland/Orange Counties



Union/Local	Contract Expiration Date
Boiler Makers Local 5	12/03/2018
Brick Layers & Allied Craftworkers Local 1	05/31/2027
Glaziers & Painters District Council 9	04/30/2023
Dock Builders & Timberman Local 1556	N/A
Electricians Local 363	03/31/2026
Inter Association of Heat & Frost Insulators & Allied Workers Local 91	05/29/2022
Northeast Regional Council of Carpenters Local 279	04/30/2022
Iron Workers Local 417	06/30/2021
Laborers Local 754 - Buildings	04/30/2023
Laborers Local 754 - Heavy	04/30/2023
Metallic Lathers & Reinforcing Ironworkers Local 46	N/A
Mill Wrights Local 740	06/30/2025
Operating Engineers Local 825	06/30/2023
Operative Plasterers and Cement Masons Local 262	07/31/2020
Resilient & Floor Coverers Local 2287	N/A
Road Sprinkler Fitters Local 669	03/31/2025
Roofers, Water Proofer & Allied Workers Roofer Local 8	04/30/2022
Sheetmetal Workers Local 38	04/30/2024
Plumbers & Pipe Fitters Local 373	04/30/2025
Teamsters Local 445 - Heavy Highway	04/30/2020
Tri-State Tile, Marble & Terrazzo BAC Local 7	N/A
United Cement Masons Local 780	N/A

Notes:

(1) As of 12/25 - rcbctc.org

(2) N/A – Not Available on website



APPENDIX E

Estimated Labor Costs and Man-Hours

TABLE 1: PROJECT BUDGET SUMMARY

Estimated Construction Costs		
Description		Total
LABOR	\$	5,157,855.26
MATERIAL/EQUIPMENT	\$	7,058,703.65
CONSTRUCTION TOTAL	\$	12,216,558.91

Estimated Construction Labor Costs		
ESTIMATED LABOR COSTS	\$	5,157,855.26
ESTIMATED LABOR HOURS		34,926
WEIGHTED AVERAGE WAGE	\$	147.68

Trade	Estimated Crew	Subcontract Total	Contingency Mobilization & General Conditions	Estimated Labor Cost	Labor Wage Labor Hours	Average Labor Hours Per Crew Member
Laborer	6	\$ 795,649.56	\$ -	\$ 795,649.56	\$ 105.92	7,512
Operating Engineer	2	\$ 257,554.42	\$ -	\$ 257,554.42	\$ 126.98	2,028
Teamster/Truck Driver	1	\$ 4,425.00	\$ -	\$ 4,425.00	\$ 107.44	41
Pipefitter/Plumber	3	\$ 451,568.75	\$ -	\$ 451,568.75	\$ 130.50	3,460
Millwright/Rigger	2	\$ 59,200.00	\$ -	\$ 59,200.00	\$ 147.28	402
Electrician	2	\$ 492,250.00	\$ -	\$ 492,250.00	\$ 117.08	4,204
Carpenter	2	\$ 387,155.00	\$ -	\$ 387,155.00	\$ 133.83	2,893
Ironworker	4	\$ 406,245.00	\$ -	\$ 406,245.00	\$ 128.78	3,154
Cement Mason/Concrete Finisher	4	\$ 599,409.00	\$ -	\$ 599,409.00	\$ 109.80	5,459
Bricklayer/Block Mason	4	\$ 189,000.00	\$ -	\$ 189,000.00	\$ 109.80	1,721
Roofer	6	\$ 63,607.50	\$ -	\$ 63,607.50	\$ 116.70	545
Sheet Metal Worker	6	\$ 105,000.00	\$ -	\$ 105,000.00	\$ 126.86	828
Glazier	2	\$ 6,450.00	\$ -	\$ 6,450.00	\$ 134.21	48
Painter	2	\$ 21,712.50	\$ -	\$ 21,712.50	\$ 86.36	251
Flooring (Epoxy)	3	\$ 2,880.00	\$ -	\$ 2,880.00	\$ 132.21	22
Waterproof	2	\$ 21,500.00	\$ -	\$ 21,500.00	\$ 114.39	188
Piledriver	2	\$ 297,500.00	\$ -	\$ 297,500.00	\$ 137.21	2,168
Total	53.00	\$ 4,161,106.73	\$ -	\$ 4,161,106.73		34,926
						668

TABLE 2: LABOR WAGES (ROCKLAND COUNTY, NY)

No.	Trade	Normal Hours Wk/Day	Base Rate	Supplemental Benefits	Workers Comp. Insurance	Workers Comp Total	Payroll Tax/Overhead	Payroll Tax Total	Total Wage
1	Laborer	8	\$ 51.77	\$ 31.63	11.0%	\$ 9.17	16%	\$ 13.34	\$ 105.92
2	Operating Engineer	8	\$ 65.13	\$ 35.25	10.5%	\$ 10.54	16%	\$ 16.06	\$ 126.98
3	Teamster	8	\$ 38.62	\$ 47.68	9.5%	\$ 8.20	15%	\$ 12.95	\$ 107.44
4	Pipefitter/Plumber	8	\$ 59.20	\$ 46.47	8.5%	\$ 8.98	15%	\$ 15.85	\$ 130.50
5	Millwright/Rigger	8	\$ 73.83	\$ 45.91	8.0%	\$ 9.58	15%	\$ 17.96	\$ 147.28
6	Electrician	7	\$ 61.50	\$ 32.54	7.5%	\$ 7.05	17%	\$ 15.99	\$ 117.08
7	Carpenter	7	\$ 67.44	\$ 40.49	9.0%	\$ 9.71	15%	\$ 16.19	\$ 133.83
8	Ironworker	8	\$ 54.88	\$ 47.33	10.0%	\$ 10.22	16%	\$ 16.35	\$ 128.78
9	Cement Mason/Concrete Finisher	8	\$ 48.99	\$ 39.20	9.5%	\$ 8.38	15%	\$ 13.23	\$ 109.80
10	Bricklayer/Block Mason	8	\$ 48.99	\$ 39.20	9.5%	\$ 8.38	15%	\$ 13.23	\$ 109.80
11	Roofer	8	\$ 60.00	\$ 32.62	10.0%	\$ 9.26	16%	\$ 14.82	\$ 116.70
12	Sheet Metal Worker	8	\$ 55.29	\$ 47.43	8.5%	\$ 8.73	15%	\$ 15.41	\$ 126.86
13	Glazier	8	\$ 65.23	\$ 43.88	8.0%	\$ 8.73	15%	\$ 16.37	\$ 134.21
14	Painter	7	\$ 43.65	\$ 27.72	7.0%	\$ 5.00	14%	\$ 9.99	\$ 86.36
15	Flooring (Epoxy)	8	\$ 67.44	\$ 40.49	7.5%	\$ 8.09	15%	\$ 16.19	\$ 132.21
16	Waterproofing	8	\$ 60.00	\$ 32.62	8.5%	\$ 7.87	15%	\$ 13.89	\$ 114.39
17	Piledriver	8	\$ 73.22	\$ 35.25	10.5%	\$ 11.39	16%	\$ 17.36	\$ 137.21

TABLE 3: PROJECT HOLIDAY SAVINGS

No.	Trade	Holiday Compensation Rate (Straight Time X)	# of Holidays per Trade	Standard # of Holidays (PLA) (Const Dur)	Straight Base Rate	Holiday - ST Hourly Rate	Avg Wrk Trade Hours (Const Dur)	Estimated Crew Size	Holiday Hours per Tradesman	Holiday Hours per Crew	Crew Total - Holiday Rate	Crew Total - Base ST Rate	Potential Savings Per Trade
1	Laborer	2	10	8	\$ 51.77	\$ 103.54	8,577	6	16	96	\$ 9,939.84	\$ 4,969.92	\$ 4,969.92
2	Operating Engineer	2	11	8	\$ 65.13	\$ 130.26	2,325	2	24	48	\$ 6,252.48	\$ 3,126.24	\$ 3,126.24
3	Teamster	2	9	8	\$ 38.62	\$ 77.24	216	1	8	8	\$ 617.92	\$ 308.96	\$ 308.96
4	Pipefitter/Plumber	2	10	8	\$ 59.20	\$ 118.40	3,893	3	16	48	\$ 5,683.20	\$ 2,841.60	\$ 2,841.60
5	Millwright/Rigger	2	10	8	\$ 73.83	\$ 147.66	657	2	16	32	\$ 4,725.12	\$ 2,362.56	\$ 2,362.56
6	Electrician	2	11	8	\$ 61.50	\$ 123.00	4,526	2	24	48	\$ 5,904.00	\$ 2,952.00	\$ 2,952.00
7	Carpenter	2	10	8	\$ 67.44	\$ 134.88	3,174	2	16	32	\$ 4,316.16	\$ 2,158.08	\$ 2,158.08
8	Ironworker	2	11	8	\$ 54.88	\$ 109.76	3,739	4	24	96	\$ 10,536.96	\$ 5,268.48	\$ 5,268.48
9	Cement Mason/Concrete Finisher	2	9	8	\$ 48.99	\$ 97.98	6,144	4	8	32	\$ 3,135.36	\$ 1,567.68	\$ 1,567.68
10	Bricklayer/Block Mason	2	9	8	\$ 48.99	\$ 97.98	2,407	4	8	32	\$ 3,135.36	\$ 1,567.68	\$ 1,567.68
11	Roofer	2	8	8	\$ 60.00	\$ 120.00	1,512	6	0	0	\$ -	\$ -	\$ -
12	Sheet Metal Worker	2	11	8	\$ 55.29	\$ 110.58	1,717	6	24	144	\$ 15,923.52	\$ 7,961.76	\$ 7,961.76
13	Glazier	2	9	8	\$ 65.23	\$ 130.46	328	2	8	16	\$ 2,087.36	\$ 1,043.68	\$ 1,043.68
14	Painter	2	8	8	\$ 43.65	\$ 87.30	687	2	0	0	\$ -	\$ -	\$ -
15	Flooring (Epoxy)	2	9	8	\$ 67.44	\$ 134.88	449	3	8	24	\$ 3,237.12	\$ 1,618.56	\$ 1,618.56
16	Waterproofer	2	8	8	\$ 60.00	\$ 120.00	517	2	0	0	\$ -	\$ -	\$ -
17	Piledriver	2	11	8	\$ 73.22	\$ 146.44	2,442	2	24	48	\$ 7,029.12	\$ 3,514.56	\$ 3,514.56
												Total	\$ 41,261.76

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: 12 / 11 / 25 Name of Applicant: Maureen's Jazz Cellar - "Dancing in the Streets"

Address: 2 N. Broadway Nyack

Business Owner/Proprietor Name: Brianne Higgins

Email Address: brianne@maureen'sjazzcellar.com Phone: 646-853-1314

Name of On-Site Event/Project Manager: Brianne Higgins Phone: " "

Existing Approval to serve Alcoholic Beverages: Yes ☒ No ☐

Event Information:

Date of Proposed Event: May 9, 2026 Name of Event: "Dancing in the Streets"

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

street closure — used setup, N 13th way (475)

Operational Requirements:

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

Physical Requirements:

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

> A minimum 5 foot wide pedestrian pathway and 84" height clearance must be maintained on the adjacent sidewalk for ADA accessibility.

Maintenance Requirements:

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

Fire Safety Requirements:

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

ATTACHED:

INSURANCE REQUIREMENTS

HOLD HARMLESS AGREEMENT

Insurance Requirements For Use of Village Owned Property

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

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

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

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

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

*Village of Nyack
9 North Broadway
Nyack NY 10960*

Indemnification and Hold Harmless Agreement

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

Company Name:

Brianne Higgins

Name:

Maureen's Jazz Cella

Signature:



Date:

Dec. 11, 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: 12/11/25 Aug 29, 2026 Name of Applicant: Mameen's Jazz Cella

Address: 2 N. Broadway Nyack

Business Owner/Proprietor Name: Brianne Higgins

Email Address: brianne@mameenjazzcellar.com

Phone: 646-853-1314

Name of On-Site Event/Project Manager: Brianne Higgins Phone: " "

Existing Approval to serve Alcoholic Beverages: Yes ☒ No ☐ (NYS)

Event Information:

Date of Proposed Event: Aug. 29 2026 Name of Event: Nyack Jazz Festival

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

Street closure - wind set-up - N. B'way (NYS)

Operational Requirements:

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

Physical Requirements:

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

> A minimum 5 foot wide pedestrian pathway and 84" height clearance must be maintained on the adjacent sidewalk for ADA accessibility.

Maintenance Requirements:

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

Fire Safety Requirements:

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

ATTACHED:

INSURANCE REQUIREMENTS

HOLD HARMLESS AGREEMENT

Insurance Requirements For Use of Village Owned Property

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

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

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

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

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

Village of Nyack
9 North Broadway
Nyack NY 10960

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Company Name: Mannech's Jazz Cella

Name: Brianne Higgins

Signature: 

Date: Dec. 11, 2025

Please sign, date and return to:

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

**LOCAL LAW NO. ____ OF 2026,
AMENDING CHAPTER 360 (ZONING) OF THE CODE
OF THE VILLAGE OF NYACK, SO AS TO AMEND
PARAGRAPH B (LIGHT) OF THE DEFINITION OF
MANUFACTURING AND PRODUCTION USES, OF
§360-6.1 (WORDS DEFINED), OF ARTICLE VI
(DEFINITIONS), SO AS TO ADD CULTIVATION OF
PLANTS AND HORTICULTURE.
(DRAFT 12/21/2025)**

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 an amendment 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, by adding the cultivation of plants and horticulture to the definition of Light Manufacturing and Production Uses.

Section 2 – Paragraph B (Light), of the definition of Manufacturing and Production Uses, of §360-6.1 (Words defined), of Article VI (Definitions), of Chapter 360 (Zoning), of the Code of the Village of Nyack, is amended to read as follows:

B. LIGHT

Facilities for the cultivation of plants and horticulture, and/or for the transformation of predominantly previously prepared materials into new products, including assembly of component parts and the creation of products, for sale to the wholesale or retail markets or directly to consumers. Such uses are wholly confined within an enclosed building, do not include processing of hazardous gases and chemicals, and do not emit noxious noise, odor, vibration or fumes. Examples may include, but are not limited to: cultivating, processing, packaging and distributing; production or repair of small machines or electronic parts and equipment; woodworking and cabinet building; publishing and lithography; computer design and development; research, development, testing facilities and laboratories; apparel production; sign making; and manufacturing of jewelry, clothing, trimming decorations and any similar item.

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.