

# Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

April 9, 2026 7:00 pm

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

[www.nyack.link/youtube](http://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. **Presentation** – Kyle Coimbra, FY 26-27 Budget
5. **Public Hearing** – FY 26-27 Budget
6. **Adoption of Minutes** – Minutes 3/12/26
7. **Action Items**

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

**7.1 Resolution No. 2026-57 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 April 9, 2026.

RESOLVED, that General Fund Claims set forth on pages 1 through 16 in the below-listed amounts are approved for payment:

General Fund\$ 243,062.10  
Parking Fund\$ 19,905.21  
Water Fund\$ 20,101.07  
Capital Projects Fund\$ 19,980.75  
Trust and Agency Fund\$ 6,023.28

**7.2 Resolution No. 2026-58 Resolution of the Board of Trustees of the Village of Nyack to Adopt a Park Amenity Sponsorship Program for the Shoreline Path Project**

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

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

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

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

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

1. Adoption of Policy. The Park Bench, Picnic Table, and Tree Sponsorship Policy, substantially in the form presented to the Board, is hereby adopted.
2. Approval of Agreement Form. The standard Park Bench, Picnic Table, and Tree Sponsorship Agreement, substantially in the form presented to the Board and approved by the Village Attorney, is hereby approved for use.
3. Administration. The Village Clerk is hereby authorized to administer the sponsorship program, accept sponsorship applications, and execute sponsorship agreements consistent with the adopted policy.
4. Fees and Contributions. Sponsorship contribution amounts shall be established administratively and may be amended from time to time by resolution of the Board of Trustees. Fees for 2026-2027 are the following:
  - 8' Bench: \$4,000
  - 6' Bench: \$3,750
  - 8' Picnic Table: \$4,180
  - 6' Picnic Table: \$3,580
  - Chess Table: \$3,500
  - Tree: \$750
5. No Property Rights. Participation in the sponsorship program shall not confer any ownership interest, naming right, easement, or exclusive use of Village property.

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

**7.3 Resolution No. 2026-59 Resolution of the Nyack Village Board Approving an Event Permit Application from Louise Newsome for the Nyack Craft Walk Event**

RESOLVED, the Board of Trustees of the Village of Nyack approves the use of Memorial Park Upper Lawn and Hezekiah Easter Veterans Square and adjacent parking lot for a craft vendor event proposed by Louise Newsome, on Saturday, October 3 and Sunday, October 4, 2026, including the closure of the Cedar Street bus layover lane.

**7.4 Resolution No. 2026-60 Resolution of the Nyack Village Board Approving a Service Agreement with Berry Burners for the Maintenance of Village-Owned Heating and Cooling Equipment.**

RESOLVED, the Board of Trustees of the Village of Nyack approves an annual 2026-2027 service agreement with Berry Burners in the amount of \$3,750 for Village Hall and \$1,250 for the Senior Center.

**7.5 Resolution No. 2026-61 Resolution of the Nyack Village Board Approving a Refund Building Permit Fee to Kier Levesque, due to Overpayment on Permit #26-041**

RESOLVED, the Board of Trustees of the Village of Nyack approves a refund of \$125 to Kier Levesque for an overpayment on Building Permit # 26-041.

**7.6 Resolution No. 2026-62 Resolution of the Nyack Village Board Approving Street Closure Event Permit Application from Hope Wade for Dog Fashion Show on Saturday, May 23, 2026, on North Broadway**

RESOLVED, the Board of Trustees of the Village of Nyack approves an application from Hope Wade to host a dog fashion show on North Broadway, between Lydecker St and High Ave, on Saturday, May 23, 2026, from 4:30 PM to 6:00 PM (rain date Sunday, May 24, 2026).

**7.7 Resolution No. 2026-63 Resolution of the Nyack Village Board Approving Street Closure Event Permit Application from Head Start for a Spring Block Party, on Depew Ave, Friday, May 29, 2026**

RESOLVED, the Board of Trustees of the Village of Nyack approves an application from Kira Davenport of Head Start for a Spring Block party street closure on Depew Ave, Friday, May 29, from 8:30 AM to noon, extent of enclosure is frontage of Head Start, leaving driveways for Tallman Towers and Depew Manor accessible.

**7.8 Resolution No. 2026-64 Resolution of the Nyack Village Board Approving an Event Permit Application from Go the Distance for Autism to use Memorial Park as a Rest Stop for Cycling Event, Sunday, May 31, 2026**

RESOLVED, the Board of Trustees of the Village of Nyack approves the use of Memorial Park Upper Lawn benches and bathroom for a rest stop during the Go the Distance for Autism cycling event, Sunday, May 31, 2026, 6:30 AM – 10:30 AM, pending event

approval from Orangetown police.

**7.9 Resolution No. 2026-65 Resolution of the Village Board of the Village of Nyack Authorizing Annual Donation to the Orangetown/Nyack Senior Citizen Club**

WHEREAS, the Village recognizes the importance of programs and services that support the well-being and social engagement of senior residents; and

WHEREAS, the Orangetown/Nyack Senior Citizen Club provides valuable recreational, educational, and community-building activities that benefit Village seniors, and the Village has historically supported these efforts through an annual contribution;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees hereby authorizes an annual donation in the amount of Seven Hundred Fifty Dollars (\$750) to the Orangetown/Nyack Senior Citizen Club; and

BE IT FURTHER RESOLVED that the Village Treasurer is authorized and directed to issue payment from Budget Line, Program for the Aging.

**7.10 Resolution No. 2026-66 Resolution of the Nyack Village Board Approving Purchase of a Low-Speed Electric 6-Passenger Vehicle for use as a Shuttle within Village Area**

WHEREAS, the Village has a commitment of funding up to \$50,000 from the County of Rockland for purchase of the vehicle, which is available on a federal purchase contract,

RESOLVED, the Board of Trustees of the Village of Nyack approves the purchase of a low speed vehicle (LSV) Gem 6 passenger vehicle for use as a local free shuttle, for a total price of \$45,600, as described in the referenced cost quote FCC260318-GEM1 from Federal Contracts Company.

**7.11 Resolution No. 2026-67 Resolution of the Nyack Village Board Authorizing a Consulting Agreement with Municipal Solar Partners for Procurement of Rooftop Solar Arrays for Village-Owned Buildings**

WHEREAS, the Village has obtained funding commitment of \$262,000 from NYS to pay for installations of roof top solar arrays on Village buildings,

WHEREAS, Village Hall, DPW and Head Start, have, or shortly will have, new roofs suitable for solar array installation, and in the face of rising energy costs, rooftop solar is expected to save the Village on electricity costs,

WHEREAS, rooftop solar projects will aid the Village in fulfilling the goals of its Climate Action Plan in reducing greenhouse gas emissions that cause climate change exacerbating extreme weather events that harm Village residents and infrastructure,

WHEREAS, the Village requires the services of technical experts to conduct feasibility analysis of each site and assemble contracts for construction to be bid competitively,

WHEREAS, Municipal Solar Partners has the expertise to provide this procurement service and has proposed doing so for a lump sum fee of \$6000 to be paid by the winning construction company,

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the Village Administrator to engage the services of Municipal Solar Partners in a consulting agreement subject to review by the Village Attorney, to develop a competitive bidding package for roof top solar installations.

**7.12 Resolution No. 2026-68 Resolution of the Nyack Village Board Awarding Construction of the Safe Routes to Nyack Middle School Sidewalk Project to Paladino Concrete Creations for a Total of \$3,435,677.50**

WHEREAS, the Village has obtained funding commitment of \$4,304,000 from New York State, with \$1,076,000 in Village matching funds, for improvements to sidewalks on Depew Ave, Upper Depew Ave, (upper) Main Street, and various connecting streets,

WHEREAS, GPI/Greenman-Pedersen, Inc., designed the project, facilitated community meetings about the project, and bid the project for the Village, and the bid opening occurred on March 24, 2026 at Village Hall,

WHEREAS, GPI has analyzed all three bids received and recommends award of the construction contract to Paladino Concrete Creations, Corp., for base bid and alternates, for a total of \$3,435,677.50, in a letter dated April 3, 2026, pending NYS approval of the bid analysis,

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the Village Administrator to sign a construction contract with Paladino Concrete Creations, Corp., for base bid and alternates, for a total of \$3,435,677.50, in a form acceptable to the Village Attorney.

**7.13 Resolution No. 2026-69 Resolution of the Nyack Village Board Requesting A Feasibility Study for West Shore Passenger Rail Service**

WHEREAS, the west side of the Hudson River in Orange, Ulster, and Rockland Counties lacks sufficient public transportation infrastructure, limiting mobility and economic opportunity for residents; and

WHEREAS, the CSX River Subdivision (West Shore Line) presents a unique opportunity for a new passenger rail corridor connecting Newburgh, Cornwall, and other west-of-Hudson communities to New York City and the greater metropolitan area; and

WHEREAS, All Aboard Hudson Valley envisions implementing passenger rail service along the West Shore Line to support regional goals related to smart growth, access to transportation, economic development, and reduction of carbon emissions; and

WHEREAS, recent developments such as the proposed implementation of New York City's congestion pricing plan and the cancellation of the Newburgh-Beacon Ferry have underscored the urgent need for viable commuter alternatives on the west side of the Hudson River; and

WHEREAS, a restored and upgraded West Shore rail corridor would not only increase access to jobs and housing but would also support critical hubs such as Stewart International Airport and the potential Newburgh Intermodal Transportation Center, including multimodal connections with ferry, bus, rideshare, and future housing development; and

WHEREAS, such service could also provide future connections for tourism to the Catskills, improved access to West Point for events and ceremonies, and long-term opportunities for transit-oriented development in Towns like Orangetown; and

WHEREAS, a feasibility study is the critical first step to assess operational, engineering, ridership, and economic viability of such service;

NOW, THEREFORE, BE IT RESOLVED, that the Nyack Village Board of Trustees hereby formally requests that New York State, in coordination with relevant regional planning agencies and transportation authorities, and at no cost to the Village, fund and initiate a feasibility study to evaluate the restoration of passenger rail service on the CSX River Subdivision (West Shore Line) with a stops in Orangetown and Clarkstown; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to Governor Kathy Hochul, Congressman Michael Lawler, State Senator William Weber, Assemblyman Patrick Carroll, the New York State Department of Transportation, and other relevant agencies and officials to express our full support and urge immediate action.

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

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

## **9 Old Business**

- 9.1 Draft local law amending chapter 360 (zoning) of the code of the village of Nyack, so as to add provisions regarding adaptive reuse and/or tear-down of eligible religious and/or educational buildings and uses, for the purpose of constructing multi-family dwellings.
- 9.2 Nyack Porchfest
- 9.3 Restaurant bump out policy
- 9.4 July 2-5, 2026 events planning

## **10 New Business**

- 10.1 Western Pest, Inc., rat control service contract
- 10.2 Appointment of Kamdyn Moore to the Planning Board
- 10.3 NexAmp partnership to promote community solar access in the Village.

10.4 Runcible Spoon bicycle parking

## **11 Communications**

11.1 Arbor Day Foundation Recognition

11.2 Chef Tony Scotto re: benefits of the Village's outdoor dining policy allowing conversion of some parking spaces to outdoor dining.

11.3 Koblin's Pharmacy – Ms. Pratt

11.4 MVP Health Care – park permit application for free fitness class for new parents and caregivers “Strength and Strollers”

11.5 Kamdyn Moore, park permit application, roller skating event.

## **12 Public Comment**

## **13 Executive Session**

## **14 Adjournment**

# **POLICY - VILLAGE OF NYACK**

## **PARK BENCH, PICNIC TABLE & TREE SPONSORSHIP POLICY**

### **1. Purpose**

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

### **2. Nature of Sponsorship**

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

### **3. Eligible Items**

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

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

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

### **4. Recognition**

- Recognition shall be limited to a small, standardized plaques either affixed to furniture or placed at the base of a tree.
- Plaques may include a name or brief dedication only
- All wording, size, materials, and placement must be approved by the Village
- Eligible subjects for recognition are deceased individuals with a meaningful relationship to the Village of Nyack, such as residency, business ownership, civic involvement or family connections. Local businesses, nonprofits or civic organizations.

### **6. Fees and Use of Funds**

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

## **6. Maintenance, Removal, and Replacement**

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

## **7. Administration**

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

## **8. Effective Date**

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

# **SPONSORSHIP AGREEMENT - VILLAGE OF NYACK**

## **PARK BENCH, PICNIC TABLE & TREE SPONSORSHIP AGREEMENT**

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

## **1. Purpose**

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

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

## **2. Sponsored Item**

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

**Item Location:** \_\_\_\_\_ (use code from attached map Exhibit B)

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

### **3. Sponsorship Contribution**

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

\$ \_\_\_\_\_

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

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

### **4. Recognition / Plaque**

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

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

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

### **5. Installation, Maintenance & Replacement**

- All installation, planting, and maintenance shall be performed by or under the direction of the Village
- The Village retains sole discretion regarding repair, relocation, or removal due to safety, park redesign, damage, disease (for trees), or operational needs

- The Sponsor shall have no right to replacement or refund if the item is damaged, removed, or relocated

## **6. No Property Rights**

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

## **7. Indemnification**

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

## **8. Compliance with Law**

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

## **9. Termination**

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

## **10. Entire Agreement**

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

## **11. Governing Law**

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

**IN WITNESS WHEREOF:**

**VILLAGE OF NYACK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SPONSOR**

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Address: \_\_\_\_\_

Email: \_\_\_\_\_

Cell phone: \_\_\_\_\_

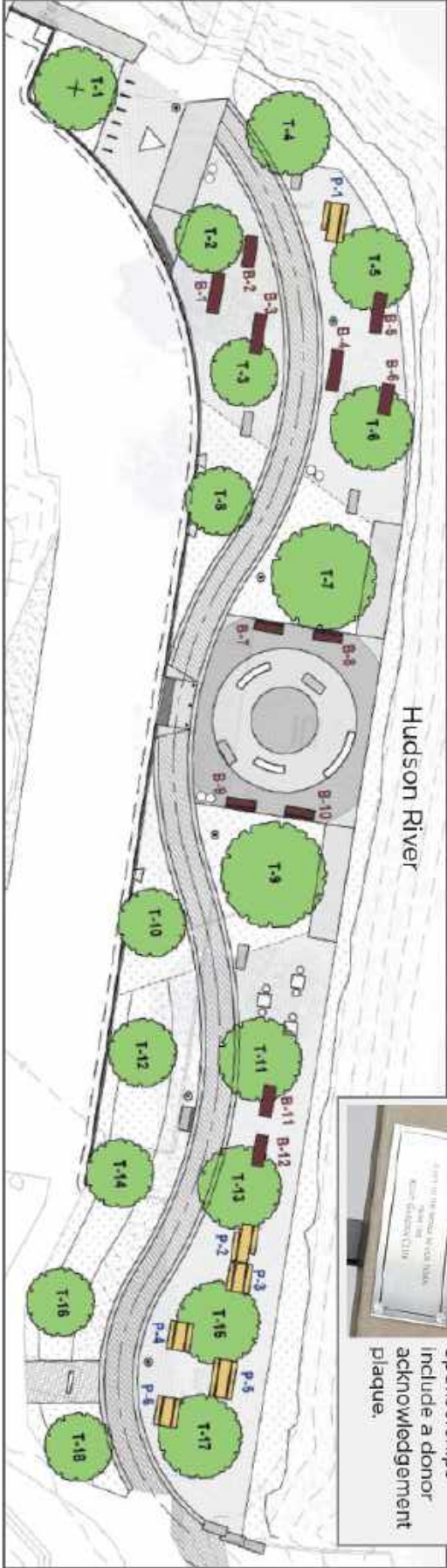
Date: \_\_\_\_\_

**EXHIBIT A: ITEM LIST WITH PRICES AND MAP LOCATIONS**

<b>Item</b>	<b>Item Price</b>	<b>Map Location</b>
Tree - Black Gum	\$750	T1
Tree - River Birch	\$750	T2
Tree - River Birch	\$750	T3
Tree - Black Gum	\$750	T4
Tree - Black Gum	\$750	T5
Tree - Black Gum	\$750	T6
Tree- Swamp White Oak	\$750	T7
Tree - River Birch	\$750	T8
Tree- Swamp White Oak	\$750	T9
Tree - River Birch	\$750	T10
Tree - Black Gum	\$750	T11
Tree - River Birch	\$750	T12
Tree - Black Gum	\$750	T13
Tree - River Birch	\$750	T14
Tree - Black Gum	\$750	T15
Tree - River Birch	\$750	T16
Tree - Black Gum	\$750	T17
Tree - River Birch	\$750	T18

Benches - 8 foot with back	\$4,000	B1
Benches - 6 foot with back	\$3,750	B2
Benches - 6 foot with NO BACK	\$3,750	B6
Benches - 6 foot with back	\$3,750	B7
Benches - 6 foot with back	\$3,750	B8
Benches - 6 foot with back	\$3,750	B9
Benches - 6 foot with back	\$3,750	B10
Benches - 6 foot with back	\$4,000	B11
Benches - 6 foot with back	\$4,000	B12
Benches - 8 foot with back	\$4,000	B5
Benches - 8 foot with back	\$4,000	B3
Benches - 8 foot with back	\$4,000	B4
Chess Table	\$4,100	C1
Chess Table	\$4,100	C2
Chess Table	\$4,100	C3
Picnic tables - 8 foot	\$4,180	P1
Picnic tables - 8 foot	\$4,180	P2
Picnic tables - 8 foot	\$4,180	P6
Picnic tables - 6 foot	\$3,580	P3
Picnic tables - 6 foot	\$3,580	P4
Picnic tables - 6 foot	\$3,580	P5

EXHIBIT B: MAP





# BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

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HEATING & AIR CONDITIONING  
COMMERCIAL, INDUSTRIAL & RESIDENTIAL

March 11, 2026

Village of Nyack  
9 North Broadway  
Nyack, N.Y. 10960

**Re: 2026 A.C. / Heat-Service Contract:**

Dear Sirs:

Enclosed you will find our new service contracts for the period from **4/1/2026 through 3/31/2027** for the both the Village of Nyack and Senior Citizens Center.

The Service contract for your heating boiler and air conditioning equipment will include four visits during the year to service and inspect your equipment for preventative maintenance. We will also be on call 24 hours per day seven days per week for emergency service at our prevailing rates if needed.

Village Hall:	<u>\$3750.00</u>
Senior Citizens Center:	<u>\$1250.00</u>

We at Berry Burners are happy to service Village of Nyack and hope to continue to service your equipment for many years to come.

*Note: Please sign and return upon your acceptance.*

Very truly yours,

Edward Berry



# invoice

## Berry Burners of Nyack, Inc.

Commercial & Industrial Gas/Oil Burner Service

P.O. Box 70

NYACK, NEW YORK 10960

(845) 358-6661

FAX (845) 358-6663

BILL TO:

Village of Nyack

9 North Broadway

Nyack, NY 10960

Attn: Accounts Payable

DATE

INVOICE #

3/11/2026

37825

P.O. NUMBER	TERMS	PROJECT
	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	2026: Service Contract:	3,750.00	3,750.00
	Village Hall: Heating and Air Conditioning Equipment		
	Sales tax	8.375%	0.00
<b>2026 Heating/AC Equipment Service Contract</b>		<b>TOTAL</b>	<b>\$3,750.00</b>



# BERRY BURNERS OF NYACK, INC.

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HEATING & AIR CONDITIONING  
COMMERCIAL, INDUSTRIAL & RESIDENTIAL

## Air Conditioning & Heating Service Contract:

NAME: Village of Nyack  
STREET: 9 North Broadway  
CITY: Nyack STATE: N.Y. ZIP: 10960

DATE: 4-1-2026 to 3-31-2027  
JOB NAME: Village Hall  
STREET: 9 North Broadway  
CITY: Nyack, STATE: N.Y. ZIP: 10960

### Includes:

#### Seasonal start up and service on all Air Conditioning & Heating Equipment:

- (1) Cast iron steam heating boiler.
- (1) RTU-2-1 rooftop heating/air conditioning unit.
- (1) RTU-2-2 rooftop heating/air conditioning unit.
- (1) ACC-1 rooftop heating/air conditioning unit.
- (1) AHU-1 rooftop heating/air conditioning unit.

### **I. Annual Service:**

#### **A. Heating Equipment Annual Service:**

- 1). Heating boiler will be completely opened, brushed out and vacuum cleaned annually. All flue passages will be scraped and inspected. Combustion area will be vacuumed. Chimney stack and base will be cleaned as needed. All boiler cleanout doors will be resealed and closed.
- 2). Gas burners will be removed and cleaned. All internal burner components will be cleaned and serviced as necessary. Pilot assembly will be removed, cleaned and adjusted and tested for proper operation
- 3). Entire boiler package will be fired and tested for proper operation and efficiency.
- 4). All boiler controls will be checked for proper operation.
- 5). Blow down low-water cut-offs and all boiler returns.
- 6). All existing radiation and air handlers will be bled and tested.
- 7). Three way by-pass valves will be checked and adjusted as necessary.
- 8). All blower motors and bearings will be greased and checked. Belts checked and tightened.



# BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

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## HEATING & AIR CONDITIONING COMMERCIAL, INDUSTRIAL & RESIDENTIAL

### **B. Air Conditioning Annual Service:**

- 1). Oil levels in compressor will be checked.
- 2). Refrigerant pressures will be checked.
- 3). Air temperature will be checked in and out of condenser units.
- 4). Air filters will be checked and replaced as necessary in all air handlers.
- 5). All pumps and motors pertaining to the air conditioning system will be greased or oiled as necessary.
- 6). Inspect and clean evaporator coils as necessary.
- 7). Belts, motors, and pulleys will be realigned and adjusted as necessary.
- 8). Drain lines will be checked and flushed as needed.

### **II. Quarterly Service:**

Once in January, April, July and October a visit will be made to the premises to service and check heating or air conditioning equipment as necessary. A checklist will be provided for this service.

#### **During the heating season:**

- 1). Blow down low water cut off.
- 2). Blow down return lines and drains.
- 3). Inspect and test boiler operation and controls.
- 4). Air filters will be checked and replaced as necessary.
- 5). Three way valves will be checked.
- 6). Check and inspect chimney and base.
- 7). Visual inspection of the fire.
- 8). Check all air handlers and blowers.

#### **During the air conditioning season:**

- 1). Pumps will be oiled and checked as necessary.
- 2). Air filters will be checked and replaced as necessary.
- 3). Evaporator coils will be checked and cleaned as necessary.
- 4). Cooling water chiller will be inspected
- 5). Temperatures in and out of condensers and chiller will be checked
- 6). Check all unit air handlers and blowers



# BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

HEATING & AIR CONDITIONING  
COMMERCIAL, INDUSTRIAL & RESIDENTIAL

**For the Total Sum Of \$3750.00**

Berry Burners Authorized Signature: \_\_\_\_\_

Note: Any additional parts and labor required during season to be billed at our prevailing rates!

\$175.00	per hour normal working day.
\$262.50	per hour time and half.
\$350.00	per hour double time.

## Acceptance of Contract:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PLEASE RETURN ONE SIGNED COPY UPON YOUR ACCEPTANCE !

# invoice

## Berry Burners of Nyack, Inc.

Commercial & Industrial Gas/Oil Burner Service  
P.O. Box 70  
NYACK, NEW YORK 10960

(845) 358-6661  
FAX (845) 358-6663

DATE INVOICE #

3/11/2026 37825A

BILL TO:

Village of Nyack  
9 North Broadway  
Nyack, NY 10960  
Attn: Accounts Payable

P.O. NUMBER	TERMS	PROJECT
	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	2026: Service Contract: Senior Citizens Center: Heating and Air Conditioning Equipment	1,250.00	1,250.00
	Sales tax	8.375%	0.00
2026 Heating/AC Equipment Service Contract		<b>TOTAL</b>	<b>\$1,250.00</b>



# BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

HEATING & AIR CONDITIONING  
COMMERCIAL, INDUSTRIAL & RESIDENTIAL

## Air Conditioning & Heating Service Contract:

NAME: Village of Nyack  
STREET: 9 North Broadway  
CITY: Nyack STATE N.Y. ZIP 10960

DATE: 4-1-2026 to 3-31-2027  
JOB NAME: Senior Citizens Center  
STREET: 90 Depew  
CITY: Nyack, STATE N.Y. ZIP 10960

### Includes:

#### Seasonal start up and service on all Air Conditioning & Heating Equipment:

- (1) Cast iron hot water heating boiler.
- (2) Samsung Split System Heat Pump/A-C Systems for meeting room.
- (1) Rooftop heating/air conditioning unit located in attic for offices.

### **I. Annual Service:**

#### **A. Heating Equipment Annual Service:**

- 1). Heating boiler will be completely opened, brushed out and vacuum cleaned annually. All flue passages will be scraped and inspected. Combustion area will be vacuumed. Chimney stack and base will be cleaned as needed. All boiler cleanout doors will be resealed and closed.
- 2). Gas burners will be removed and cleaned. All internal burner components will be cleaned and serviced as necessary. Pilot assembly will be removed, cleaned and adjusted and tested for proper operation
- 3). Entire boiler package will be fired and tested for proper operation and efficiency.
- 4). All boiler controls will be checked for proper operation.
- 5). Blow down low-water cut-offs and all boiler returns.
- 6). All existing radiation and air handlers will be bled and tested.
- 7). Three way by-pass valves will be checked and adjusted as necessary.
- 8). All blower motors and bearings will be greased and checked. Belts checked and tightened.



# BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

---

## HEATING & AIR CONDITIONING COMMERCIAL, INDUSTRIAL & RESIDENTIAL

### **B. Air Conditioning Annual Service:**

- 1). Oil levels in compressor will be checked.
- 2). Refrigerant pressures will be checked.
- 3). Air temperature will be checked in and out of condenser units.
- 4). Air filters will be checked and replaced as necessary in all air handlers.
- 5). All pumps and motors pertaining to the air conditioning system will be greased or oiled as necessary.
- 6). Inspect and clean evaporator coils as necessary.
- 7). Belts, motors, and pulleys will be realigned and adjusted as necessary.
- 8). Drain lines will be checked and flushed as needed.

### **II. Semi-Annual Service:**

Once in April, and again in October a visit will be made to the premises to service and check heating or air conditioning equipment as necessary. A checklist will be provided for this service. Tags will be checked off on the various pieces of equipment per visit.

#### **During the heating season:**

- 1). Blow down low water cut off.
- 2). Blow down return lines and drains.
- 3). Inspect and test boiler operation and controls.
- 4). Air filters will be checked and replaced as necessary.
- 5). Three way valves will be checked.
- 6). Check and inspect chimney and base.
- 7). Visual inspection of the fire.
- 8). Check all air handlers and blowers.

#### **During the air conditioning season:**

- 1). Pumps will be oiled and checked as necessary.
- 2). Air filters will be checked and replaced as necessary.
- 3). Evaporator coils will be checked and cleaned as necessary.
- 4). Cooling water chiller will be inspected
- 5). Temperatures in and out of condensers and chiller will be checked
- 6). Check all unit air handlers and blowers



# BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

HEATING & AIR CONDITIONING  
COMMERCIAL, INDUSTRIAL & RESIDENTIAL

**For the Total Sum Of \$1250.00**

Berry Burners Authorized Signature: \_\_\_\_\_

Note: Any additional parts and labor required during season to be billed at our prevailing rates!

\$175.00	per hour normal working day.
\$262.50	per hour time and half.
\$350.00	per hour double time.

## Acceptance of Contract:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PLEASE RETURN ONE SIGNED COPY UPON YOUR ACCEPTANCE !



# Village Of Nyack

Incorporated February 27, 1883



Asst Building Inspector  
Paul Rozsypal  
Fire Inspector  
David Smith  
Code Enforcement Officers  
Richard J. Siddi

BUILDING DEPARTMENT  
9 North Broadway  
Nyack, New York 1096-2697  
(845) 358 - 4249 / FAX: (845) 358 - 0672  
[www.nyack.gov](http://www.nyack.gov)    [buildingdepartment@nyack.gov](mailto:buildingdepartment@nyack.gov)

**MANNY A. CARMONA**  
Chief Building Inspector

March 18, 2026

NYACK VILLAGE BOARD  
9 N. Broadway, Nyack

RE: Building Permit Fee Refund

Board Members,

Request that a refund be made for over payment building permit fee as follows:

**Address:** 1 – 3 S. Broadway

**Applicant:** Kier B. Levesque  
49 Third Ave  
Nyack, NY 10960

**Permits #:** 26-041  
**issued:** 3/18/2026

**Fees Collected: \$200.00 (application fee was not credited to final permit fee)**

**Minus \$75 to be deducted for Interior Demolition permit #BP2024-0148 renewal**

**Amount to be refunded to the applicant is: \$125.00**

Please contact me with any questions or concerns in this matter. Thank you.

  
MANNY A. CARMONA  
Chief Building Inspector

Attached: Payment receipts

Nyack Building Department

9 N. Broadway  
Nyack, NY 10960  
845-358-4249

01576

Printed in USA by wvw printless.com 1-800-370-5591

RECEIVED FROM Elliot Beckowitz

DATE 8/16/24

THE SUM OF Five Hundred DOLLARS \$ 500.00

FOR Bill Devo - 1-35 Broadway

*Thank You!*

AMOUNT OF ACCOUNT... \$

AMOUNT PAID... \$ 500

BALANCE DUE... \$

CASH  CHECK  M.O.  CREDIT CARD BY MB

Nyack Building Department

9 N. Broadway  
Nyack, NY 10960  
845-358-4249

01751

Printed in USA by wvw printless.com 1-800-370-5591

RECEIVED FROM Kris Lemagne

DATE 12/2/24

THE SUM OF Five Hundred DOLLARS \$ 500

FOR Cap Lee - 1-35 Broadway

*Thank You!*

AMOUNT OF ACCOUNT... \$

AMOUNT PAID... \$

BALANCE DUE... \$

CASH  CHECK  M.O.  CREDIT CARD BY MB

PI 11091

5/23  
RAIN DATE  
5/24

# 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](mailto:administrator@nyack.ny.gov)

### For Internal Use Only -- Application checklist

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

TOTAL DUE: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

### Applicant Information:

Date of Application: 3/18/2026 Name of Applicant: HOPE WADE DESIGNS

Address: 23 N Broadway Nyack NY 10970

Business Owner/Proprietor Name: HOPE WADE

Email Address: hopewadedesigns@gmail.com Phone: 845 729 0448

Name of On-Site Event/Project Manager: HOPE WADE Phone: 845 729 0448

RAIN DATE  
3/24/26

Existing Approval to serve Alcoholic Beverages: Yes \_\_\_\_\_ No X 4:30 - 6:00pm

**Event Information:**

Date of Proposed Event: May 22nd 2026 Name of Event: DOGS & FASHION ON BROADWAY

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

Shut N Broadway between High Street  
and Lydenker  
We'll provide chairs + tables

**Operational Requirements:**

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

**Physical Requirements:**

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

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 those 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.

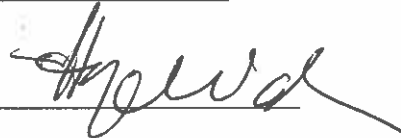
All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

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: HOPE WADE DESIGNS

Name: HOPE WADE Signature: 

Date: 3/18/2024

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-nv.gov](mailto:administrator@nyack-nv.gov)

### For Internal Use Only -- Application checklist

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

TOTAL DUE: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

### Applicant Information:

Date of Application: 3/16/16 Name of Applicant: Kira Davenport

Address: 85 Depew Ave

Business Owner/Proprietor Name: Nyack Head Start

Email Address: \_\_\_\_\_ Phone: 845-358-2234

Name of On-Site Event/Project Manager: Kira Davenport Phone: 845-358-2234  
X402

Existing Approval to serve Alcoholic Beverages: Yes \_\_\_\_\_ No X

**Event Information:**

Date of Proposed Event: 5/29/26 Name of Event: Nyack Head Start Spring Block Party

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

Nyack Head Start driveway to Liberty Street  
Liberty Street (just half)

8:30am to 12pm.

**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 those 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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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: Head Start of Rockland

Name: Kua Davuport Signature: K Davuport

Date: 3/16/20

Please sign, date and return to:

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



# VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

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

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

## APPLICANT/LICENSEE

NAME Go the Distance for Autism

ADDRESS 25 Potash Road, Oakland, NJ 07436

CITY Oakland STATE NJ ZIP CODE 07436

DAYTIME PHONE # 845-549-7872 EMAIL: meghan@wheelhouseevent.com

DATE(S) REQUESTED: Sunday, May 31, 2026 TIME: From 6:30am AM/PM to 10:30am AM/PM  
(Rain date: \_\_\_/\_\_\_/\_\_\_)

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

Description of the nature of the activity/purpose: Rest Stop for cycling event, Go the Distance for Autism 2026

Number of Attendees/Participants: 30

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

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

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

**\*THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION\***

**\*THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE\***

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

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

<b>Village Board Approved:</b> Yes ___ No ___	<b>Date:</b> ___ / ___ / ___
<b>Signature:</b> _____	

**MEMORIAL PARK RULES AND REGULATIONS**

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

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

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

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

Signature: 

Date: 3/2/26

## **Insurance Requirements for Use of Village Owned Property**

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

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

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

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

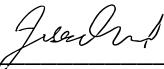
The cost of furnishing the above insurance shall be borne by the Licensee.

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

***Village of Nyack***  
*9 North Broadway*  
*Nyack NY 10960*

## Indemnification and Hold Harmless Agreement

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

Print Name: Jessica Frank on behalf of Go the Distance for Autism      Signature: 

Company Name (if applicable): Wheelhouse Event Solutions

Date: 3/2/26

Please sign, date and return to:

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

**To: Nyack Business Council**  
**From: Joe Rand, Mayor, Village of Nyack**  
**Re: Proposal: The Nyack “Hoppy” Electric Shuttle Bus Service**

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I am writing this memo to explain a proposal to bring an electric shuttle bus service to Nyack called the “Hoppy.”

## **Introduction**

The Shuttle would be a five-rider (plus the driver) electric vehicle that would make regular runs on both an “Upper Loop” and an “Lower Loop” during weekday afternoons and weekend afternoons and evenings.

**Upper Loop.** The Upper Loop would run from the Marina Parking Lot up Main Street all the way to the Nyack Hotel and then up Route 59 to the Waldron Terrace community housing. The shuttle would run every hour during its hours of operation, with designated pickups and drop-offs along the way. The goal of the Upper Loop would be to connect downtown Nyack (Main and Broadway shopping districts, the Marina, Memorial Park) with “uptown” Nyack, which is the area west of Route 9W that includes two tourist hotels, some retail areas (including a supermarket), and a major community housing project on Waldron terrace.

**Lower Loop.** The Lower Loop would run from the Marina up the hill to Main and Broadway, and then up to Franklin Avenue before turning around and going back. This would be a much shorter route that could run multiples times per hour, designed more for visitors and tourists to get from the waterfront area to the downtown shopping and dining district and back. This would be particularly vital with the construction of a waterfront restaurant as part the New York Forward grant, and will be particularly helpful in reducing the strain on downtown parking by opening up the large Marina parking lot to shoppers and diners.

Maps for both Loops are in Appendix A.

The cost to acquire a Gem shuttle would be approximately \$50,000. The operating costs per year would be about \$50,000/year for a 40-hour/week service, and could be paid by the Village out of Hotel and Cannabis taxes without touching the main budget.

## **A. The Purposes**

The purposes of the Shuttle will be to:

### **1. Reduce stress on downtown parking**

The Hopper will help address the parking problem in downtown Nyack by encouraging people to park in the capacious Marina parking lot. People don't like parking there now because they then have to walk up the big hill to the center of the downtown. It also seems a little scary because so few people park down there that it seems isolating.

### **2. Integrate "uptown" and "downtown"**

The Hopper will open up the downtown area for people living "Uptown" – the people who live at the new developments on upper Main, all the way up to the community housing at Waldron Terrace. We want to better integrate Nyack, and eliminate the hill going up Main and 59 as an impediment to people visiting downtown.

### **3. Integrate the hotels into the downtown area and waterfront.**

The Hopper would really help the West Gate Inn and Hotel Nyack. They would now have shuttle runs every hour down to the downtown and waterfront for their guests on high-occupancy days. It would also help the hotels by making their restaurants available as non-driving options for people who live below Midland (i.e., down the hill).

### **4. Provide special event transportation**

Once we had a shuttle for the Village, the Hopper could also be utilized for special event situations:

- Specially-designed runs for events in Upper Nyack, like at Marydell or Nyack Beach State Park.
- Back-and-forth north-south runs within the rivertowns for special events. For example, we could do special runs from Piermont to Nyack and back for Nyack street fairs, or the other way for Bastille Day in Piermont.
- We could look at doing a couple of daily runs on weekends from the Marina lot to Nyack Beach Park, the Upper Nyack Sheep Farm, or the terminus of the Shared Use Path of the Mario Cuomo Tappan Zee Bridge.
- Shuttle service for the Historical Society's historical house tour route.
- Shuttle service for the Thursday Farmer's Market to take shoppers from the Marina parking and back.

- Special paid tours, like for-charge Nyack tours (i.e., \$20 for 5 people to take an hours-long tour of Nyack).

## **B. How It Would Work**

Here's how the Hopper would work.

### **1. The Upper Loop.**

For every service day, the Hopper would do an hourly run back and forth from the Marina Parking Lot to the two Hotels (Nyack Hotel and West Gate), then up to the Waldron Terrace, and then back. I timed it, and it takes about 25-30 minutes even with stops. We would set up stops at several locations between the Marina and Waldron Terrace

- Nyack Library (for people going to SoBro area).
- Hezekiah Easter Square at Cedar and Artopee (for people going to lower Main Street)
- Midland/Main by Karenderya (for people going to Upper Main)
- The Nyack Hotel
- The West Gate Inn
- Waldron Terrace

It's also possible that as a practical matter people would just hop on and off at safe intersections along the route as the shuttle made its run.

### **2. Lower Loops**

When the Shuttle is not doing the full Upper Loop running Uptown, it would do the "Lower Loops" – going up from the Marina, down Piermont to Cedar Hill, up to South Broadway, north on Broadway, west on Main to Franklin, and then back. We'd be able to do this many times per hour, any time that we weren't doing the full run to the hotels and Waldron. The idea would be to encourage people to park at the Marina and get the shuttle up the hill to get dinner or drinks (or shop), reducing the stress on the downtown parking and integrating the waterfront more into the downtown.

### **3. Hours**

We will figure out the hours for the shuttle, but here is one possible initial schedule:

- Sunday-Thursday: 12PM-6PM
- Friday-Saturday: 4PM-10PM

The schedule as written above is about 42 hours per week, which is a manageable schedule.

### **4. Customer Experience**

To help avoid people feeling in the dark about how long a wait they would have, we would equip the Shuttle with some sort of beacon that would make public its GPS location at all times, possibly with an indication of when it will start the next run. Those beacons are relatively cheap.

We could then create a website or app that would help people track the location, which will also have a relatively minimal cost.

## C. The Process

Here's how we could make this happen:

### 1. Acquire a Shuttle

When I was researching this issue, I found that the best candidate for running this for the Village would be [Circuit](#), which is a growing company provides shuttle services, including to the City of New Rochelle. Unfortunately, we are too small for the service, and it would be too expensive for us, because they would need to run shuttles for 70 hours a week, which we don't really need. They also priced out at \$200,000/year.

But my discussions with Circuit led me to consider doing this internally, by using the same shuttle they use – a 6-seater (5 passengers plus the driver) electric shuttle bus from Polaris GEM. [GEM](#) stands for Global Electric Motorcars, and is a company with a long history of making electric cars before it was acquired by Polaris. The company has a good reputation, and has been making electric vehicles for years.

GemCar has a variety of shuttles, but the one we'd want would be the E6 shuttle – the six-seater. The base version is only about \$33,000, but we'd need a lot of the optional equipment to make it usable for our purposes, including the \$12,000 upgrade to the most powerful battery. With that battery, we could run the shuttle for a full day without having to charge during the day. The other major option we'd need would be the full doors, because the base model doesn't come with doors. I think we'd need doors to keep it safe. That's about \$6,000-\$7,000.

On top of that, we would probably want some of these other useful options:

- Panoramic Sky Roof – so it feels more open in the back. (\$1,170)
- Windshield Washer with Defrost – since we're in a cold climate (\$1,040)
- Premium LED Headlights (\$130)
- Tilt Steering (about \$200)
- Floor Mats (\$180)
- Stereo (\$760)
- Heating and Fan system (\$660)

- Sun Visor (\$130)

All in, the model I priced out would be about \$50,000 all-in without tax.

Note that this is a real car – it’s not a glorified golf cart or anything like that. It can drive on all roads that we would need it to drive on, without compromise.

**I’ve put pictures of the shuttle options in other locations in the Appendix.**

## **2. Do an RFP for a Shuttle Management Service (Or Hire a Village Driver)**

I don’t think that the Village would need or be able to manage drivers of the shuttles. But we could put an RFP for someone to manage the service with our vehicle, so their cost would basically be drivers, insurance, and whatever else is non-vehicle related. We could figure out the RFP and then see what comes back.

Just to get an estimate on cost, though, let’s project that we would eventually need drivers for 40 hours per week, which at 52 weeks per year makes it about 2,000 hours per year. According to Zippia, which computes salaries for different occupations, a shuttle bus driver makes about \$17-20/hour. If we take the higher end of that range, that’s around 2,000 hours times \$20/hour equals about \$40,000 per year. We should also figure that we would need to cover some other employment costs, including benefits, unemployment, etc if this were a Village employee, and profit arrangements for an outside company.

If we did the RFP, we could see what people come back with. If we could get this in the \$50,000-\$60,000 yearly operations range, we could manage it out of our tourism and cannabis funds without impacting our core budget.

As for maintenance, electric shuttles are noted for their low maintenance costs. We already have charging infrastructure in place, and the shuttles have minimal “moving parts” that need replacement. A shuttle should last at least 10 years without major repairs, after which point the battery would probably have degraded enough to require replacement.

If the costs for operations are higher than I’m projecting, which is entirely possible, we could just scale back the hours accordingly. Alternatively, if this became popular enough, we could find the budget money to expand the service as much as feasible.

## **3. Get Advertising**

Circuit helps pay for the shuttle service by selling advertising on the shuttle through a banner on top and wraps along the panels. We could do the same thing. I don’t have a good sense of proper pricing, but I think we’d find local businesses that would want to promote themselves on a visible shuttle going through the village all weekend. We could either manage the advertising or make that part of the RFP, allowing the operator to sell advertising themselves.



Illustration: Example of Gem Shuttle advertising.

## **Conclusion**

A free shuttle bus service within the Village of Nyack would be enormously beneficial to both the residents and businesses of the Village. Locals would get the benefit of connecting downtown to uptown, particularly giving the lower-income residents of the community housing at Waldron Terrace the ability to come into the downtown area, including shopping at the lower cost Fresh Market. And businesses would benefit from the tourist-related uses of the shuttle to open up the Marina for parking, easing the parking burden on the downtown streets and bringing park visitors (and boaters) into the downtown commercial district.

If you want to see it in action, here are some examples of municipalities that have implemented Gem electric shuttles

### **Municipal Circuit Clients**

New Rochelle, New York

<https://www.newrochelleny.com/circuitnr>

Yonkers, New York

<https://patch.com/new-york/whiteplains/circuit-yonkers-housing-authority-launch-electric-shuttle>

San Diego, California

<https://www.ridecircuit.com/blog/connecting-san-diego>

West Palm Beach

<https://www.ridecircuit.com/blog/community-mobility-west-palm-beach>

### **Municipally-Run Services**

Point Pleasant Beach, New Jersey

<https://www.point2pointshuttle.com>

Delray Beach, NJ

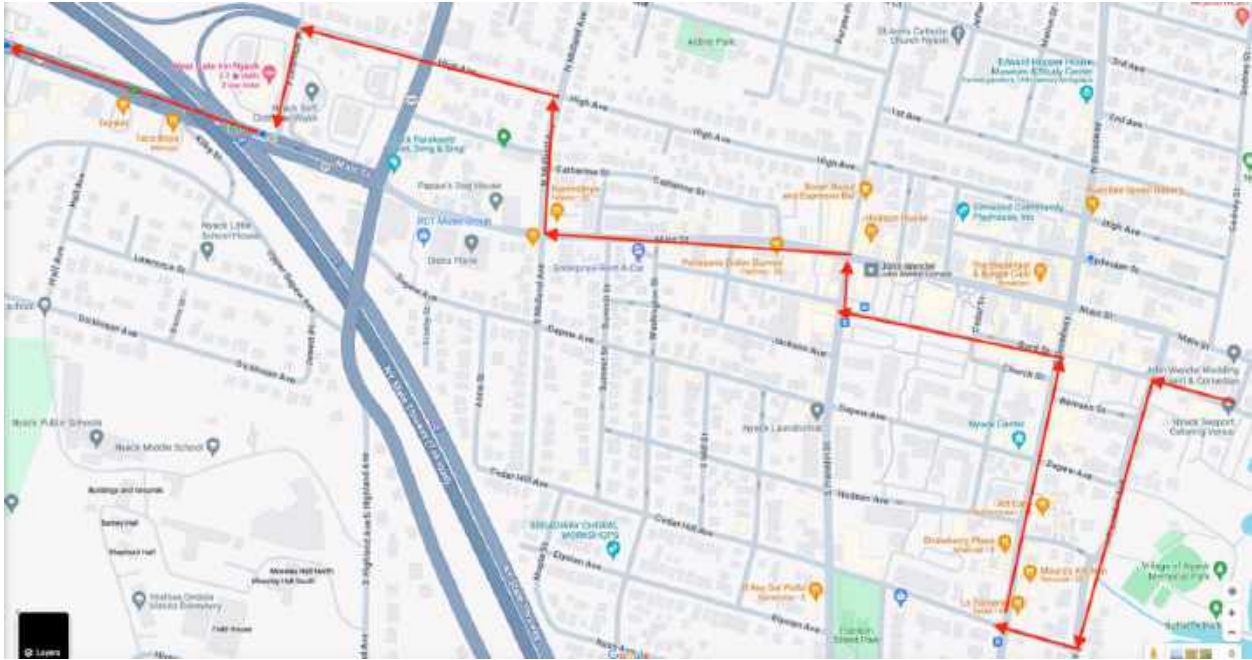
<https://www.delraybeachfl.gov/government/city-departments/public-works/transportation-traffic/downtown-shuttle-service>

Thank you for any assistance you can provide in this matter.

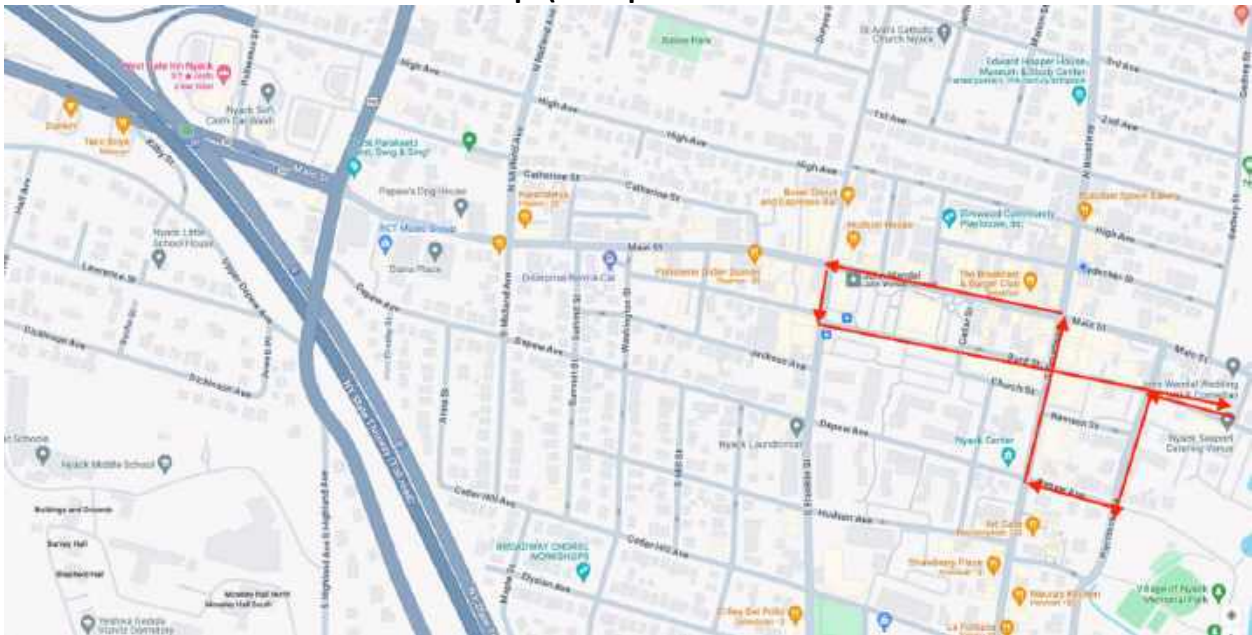
JR

# APPENDIX A: THE ROUTES

## Upper Loop (Once Per Hour)



## Lower Loop (Multiple Times Per Hour)



## APPENDIX B: SHUTTLE PHOTOS

Here's a typical buildout on a Gemcar.com.



Here's what the Circuit shuttles look like, with the branding



Here's the New Rochelle service with Circuit:



Here's the Point Pleasant Beach service that is done by the municipality





12918 N. Nebraska Ave.  
 Tampa, FL 33612  
 UEI: TK67EL9NPM9  
 Cage Code: 3VCK4  
 FEIT: 42-1613127  
 DUNS: 094261935

POC: Andy Stewart  
 TO: Village of Nyack  
 63 Catherine Street  
 Nyack, NY 10960

Sales Quote FCC260318-GEM1  
 Date: 3/18/2026

Phone: 845-358-3581  
 E-Mail Administrator@nyack.gov

Certs: HUBZone SB

Qty.	Manufacturer	Item No.	Description	Unit Price	Total Price
1	GEM (Waev)	L26G6AEALA	GEM e6 6 Passenger On-Road Low Speed Electric Vehicle with HVAC	\$39,650.00	\$39,650.00
1	GEM (Waev)	0755204-599	6 Passenger White Body Panels		
1	GEM (Waev)	0755208-599	6 Passenger White Doors		
1	GEM (Waev)	0755197	Front and Rear Window Defrost w/ Washer		
1	GEM (Waev)	0755211-599	6 Passenger White Roof		
1	GEM (Waev)	0756368	A/C Roof Accessory		
1	GEM (Waev)	0753297	Standard LED Headlights		
1	GEM (Waev)	0753259	GEM No Bumper Option		
1	GEM (Waev)	0756035	Street DOT Tires (155/80 R13) with Steel 13" Wheels		
1	GEM (Waev)	0753241	GEM S-Bed with Sides	\$1,950.00	\$1,950.00
1	GEM (Waev)	0756024	6.5 kW Motor		
1	GEM (Waev)	0756067	Standard 1 kW Charger		
1	GEM (Waev)	0756029	Max Li-Ion 16 kW Battery	\$4,000.00	\$4,000.00
1	GEM (Waev)	0756037	Standard Fixed Steering		
1	GEM (Waev)	0756009-695	6 Passenger Black Performance Seats		
1	GEM (Waev)	0755224	GEM No Sun Visors or Floor Mats		
1	GEM (Waev)	0756046	Heater/Fan		
1	GEM (Waev)	0755221	No Lower Cab Accent Lighting		
1	GEM (Waev)	FREIGHT	Delivery to Nyack, New York - Included		

FOB: Destination  
 Delivery Time: 120 Days ARO

(1) New GEM e6 6 Passenger On-Road Low Speed Electric Vehicle with HVAC

Notes:

- Delivery to Nyack, New York is Included
- Specification Sheet is Attached
- GEM Warranty is Attached - 4 Year Vehicle and 7 Year Battery
- GEM Letter of Supply is Attached
- Located in Anaheim, CA, Waev is an electric mobility provider dedicated to solving the mobility market's challenges with nimble innovation and comprehensive solutions. Waev proudly manufactures, distributes, markets, and supports the GEM, Taylor-Dunn, and Tiger brands. Rooted in campus, community, and government installations, GEM has been the low-speed vehicle (LSV) market leader and innovator since 1998.

Jason Paules,  
 O. (813)631-0000  
 F. (813)631-0008  
 jason@federalcontractscorp.com



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Date: 3/18/2026

Phone: 845-358-3581  
E-Mail Administrator@nyack.gov

Certs: HUBZone SB

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<b>Subtotal:</b>	<b>\$45,600.00</b>
Total Sales Tax:	\$0.00
<b>Total:</b>	<b>\$45,600.00</b>

Terms and Conditions:

- Quote valid for 30 days
- Terms: Net 30
- Unless otherwise specified, full dock or off-loading capabilities required to avoid additional charges.
- If using a purchase card, a credit card surcharge may apply.
- Certificate of Origin/MSO will not be released until payment in full has been received.



**Municipal  
Solar  
Partners**

Solar Development Scope for the Village of Nyack  
Municipal Solar Partners

Mike Rauch

April 2, 2026



**Municipal  
Solar  
Partners**

Mr. Andy Stewart  
Village Administrator  
9 N. Broadway  
Nyack, NY 10960

Dear Mr. Stewart,

April 2, 2026

Municipal Solar Partners (MSP) is submitting this proposal to support the Village's efforts to develop municipally owned solar projects.

As a non-profit solar development firm dedicated to partnering with municipalities to build municipally owned solar projects that reach commercial operation quickly and maximize financial and social benefits to the local community, we are uniquely positioned to assist the Village with achieving a successful project outcome.

The team dedicated to this project includes Mike Rauch, a renewable energy project development professional with well over a decade of experience and track record of supporting the development, origination and financing of over 500MW of renewable energy projects; Jason Angell, who has first-hand knowledge of the operations and interests of municipalities as a former Town of Philipstown, NY Councilperson developing municipally owned solar; and Mike Tarzian, the founder of PhRGD who has managed and overseen the design, engineering, and construction of solar projects totaling over 200MWs of power.

MSP is currently working with a cohort of local municipalities in New York State and have overseen the site evaluation, design, engineering, and utility interconnection application process for the Town of Kent, NY, Town of Northeast, NY, and Town of Warwick, NY which include 2.29MW of proposed ground mount and 483kW of proposed roof top projects. We have the qualifications and experience to successfully complete the Scope of Work under discussion and further identified and developed here.

Sincerely,

Mike Rauch  
Municipal Solar Partners

## Qualifications and Experience

[Municipal Solar Partners](#) (MSP) is a non-profit solar development firm dedicated to partnering with municipalities to build municipally owned solar projects that reach commercial operation quickly and maximize financial and social benefits to the local community. We provide municipalities with the same comprehensive development services – from site identification to project financing – that private developers provide. As a non-profit firm, MSP limits development fees to simply covering its costs, ensuring its municipal partners retain 100% ownership of the projects and all the financial benefits stay in local communities.

Our project development team has over a decade of experience supporting the successful development and financing of over 500MW of renewable energy projects and working in partnership with local municipalities. Our development team dedicated to this project consists of:

- **Mike Rauch** is a renewable energy project development professional with well over a decade of experience in renewable energy and public policy. His experience includes development of utility-scale wind energy projects, financing commercial solar energy projects, and developing community energy savings initiatives. He's supported the development, origination and financing of over 500MW of renewable energy projects while working for Apex Clean Energy, BQ Energy and Clean Capital where he developed multiple solar projects on municipal landfills in New York State. He earned a Masters of Public Administration from the School of International and Public Affairs at Columbia University and a Bachelors of Science from the School of Natural Resources at the University of Vermont. Office location: Garrison, NY
- **Jason Angell** has worked to create an equitable renewable energy transition as a nonprofit leader and local elected official. He spearheaded the creation of a CCA in 2019 that has moved 40,000 people in the Hudson Valley to cheaper, 100% New York State renewable energy. His initiative working with the Ecological Citizen's Project to develop a community-owned solar project in Peekskill that maximizes community benefits received the U.S. DoE Community Power Accelerator prize and project funding from the New York Power Authority and NYSEERDA. Jason has first-hand knowledge of the operations and interests of municipalities as a former Town of Philipstown, NY Councilperson who helped develop municipally owned solar. He earned a Masters in Public Administration from the Maxwell School of Citizenship and Public Affairs at Syracuse University and a Bachelor of Arts degree from Vassar College. Office location: Garrison, NY
- **Mike Tarzian** is the founder of PhRGD where he leads a team of engineers in the design and fabrication of projects ranging from 50 kW to 50 MW in size. Mike has managed and overseen the construction of solar projects totaling over 200MWs of power. PhRGD is NABCEP, OSHA, and IREC certified. Office location: New York, NY.

In addition, MSP has established partnerships and collaborations with key national organizations in the field that can help strengthen our work with municipal partners. We have a partnership agreement with [Lawyers for Good Government](#), which is providing us and

our municipal partners with pro-bono legal counsel around federal Investment Tax Credit (ITC) filing and solar project regulatory changes, [Center for Public Enterprise](#), which supports MSP's financial modeling, and [Community Infrastructure Center](#) which helps explore pathways to project financing.

MSP is currently developing nine solar projects across four municipalities in New York and a tribal nation in Maine. Through our cohort approach to project development MSP aggregates projects and aims to synchronize development timelines to realize project costs savings and increase community benefits for all municipal partners by bulk purchasing equipment, accessing lower cost capital, and attracting larger scale EPCs to project RFPs.

Our current municipal partners include the Town of Kent, NY, Town of Northeast, NY, Town of Rhinebeck, NY, Town of Warwick, NY, and Village of Woodbury, NY and the Mi'kmaq Nation, ME. They have received MSP's Phase 1 services which aim to leave project sites Engineering, Procurement, and Construction (EPC) RFP-ready. These services include conducting site feasibility analysis, preliminary electrical engineering; developing site design, technical specifications, and a permitting pathway; completing utility interconnection applications, and producing a preliminary project financial and costs/benefit model.

### **Scope of Work**

Based on conversations to-date with Mr. Steve Cea, we understand that the Village seeks assistance with developing and issuing a Request for Proposals for qualified solar installers to construct solar projects on three or four municipal buildings, and developing an economic model to evaluate the costs and benefits of such projects. Further, we understand that the Village has earned a grant from NYSERDA to support procurement and installation of solar. With that understanding, we propose to complete the four main scopes outlined below:

1. MSP would create a draft RFP using RFPs published by other NY municipalities for similar projects and NYSERDA's solar procurement toolkit for municipalities.
2. Nyack would request review of MSP's draft RFP from their attorney for compliance with procurement regulations and the NYSERDA grant. MSP would incorporate attorney's and Nyack's additions to the RFP.
3. Nyack would post the RFP to its website for publication and would receive all proposals from respondents.
4. MSP would review the proposals with Nyack and would make a recommendation for the best proposal.

Our proposed fee for the completion of the outlined scope is \$6,000. This fee would be paid upon successful selection of a respondent to the RFP.

We are open to additional modifications to this scope and proposed fee.

## References

Jesse Dwyer  
Supervisor  
Town of Warwick, NY  
Supervisor@townofwarwickNY.gov  
Phone: (845) 986-1120 x 4

Christopher Kennan  
Supervisor  
Town of North East, NY  
supervisor@townofnortheastny.gov  
Phone: 518-789-3300 x 608

Anne Campbell  
Town Board Member  
Town of Kent, NY  
acampbell@townofkentny.gov  
Phone:(845) 225-3943

**Mayor**  
*Joseph W. Rand*

**Trustees**  
*Pascale D. Jean-Gilles*  
*Donna Lightfoot-Cooper*  
*Joseph Carlin*  
*Nathalie Riobe-Taylor*

# Village Of Nyack

9 N. Broadway  
Nyack, New York 10960  
845-358-0548  
www.nyack.gov

**Village Administrator**  
*Andrew Y. Stewart*

**Village Treasurer**  
*Kyle Coimbra*

**Village Clerk**  
*Linda Donnelly*

**Village Attorney**  
*Dennis D. Michaels*

## RECOMMENDATION OF AWARD

Computation Verified by: GPI/Greenman-Pedersen, Inc.

Date: April 3, 2025

**Contract No.** LD040185/PIN 8762.47

**Bid Opening Date** March 24, 2023

### Contract Description:

**PIN 8762.47 – Safe Routes to Nyack Middle School** - This is a Sidewalk reconstruction project. Work includes installing new sidewalks, concrete curbs, retaining walls, fences and landscaping. The projects limits extend from: Upper Depew from Hall Avenue to State Route 9W, Depew Avenue from State Route 9W to South Franklin Street, Main Street from 247 Main Street to South Midland Avenue, South Midland Avenue from Depew Avenue to Main Street, and Summit Street from Cedar Hill Avenue to Main Street.

### BIDDERS IN RANK ORDER:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>BASE + ADD ALT 1 BIDS</u>	<u>BASE + ADD ALT 1-2 BIDS</u>	<u>BASE + ADD ALT 1-3 BIDS</u>
Engineer's Estimate	\$3,204,271.00	\$3,403,259.00	\$3,693,970.00	\$3,754,480.00
Paladino Concrete Creations Corp.	\$2,729,332.50	\$2,911,066.50	\$3,223,152.50	\$3,435,677.50
Scape-Tech Landscaping Inc.	\$3,492,477.50	\$3,664,518.50	\$4,001,063.50	\$4,204,355.50
A-Tech Concrete Co.	\$3,496,241.50	\$3,691,220.50	\$4,046,309.50	\$4,293,184.50

The Lowest Responsible Bidder: **Paladino Concrete Creations Corp.** with a Low Bid of **\$3,435,677.50**

( X ) I recommend the award of the above contract to the lowest responsible bidder.

( ) I recommend rejection of all bids.

Dated \_\_\_\_\_

Signature \_\_\_\_\_

Andy Stewart  
Village Administrator  
Village of Nyack, New York

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

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

**Section 1 - Legislative Authority, Purpose and Intent:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S

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

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

S

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

S

**Section 7 – Severability.**

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

**Section 8 – Effective Date.**

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

**From:** William Bird <nyackporchfest@gmail.com>  
**Sent:** Tuesday, March 31, 2026 9:28 AM  
**To:** Andy Stewart <Administrator@nyack.gov>  
**Subject:** Follow-Up Materials for Nyack Neighborhood Music & Arts Festival

**This email originated from outside of the organization.**

Hi Andy,

Thank you again for your time and for your continued interest in the Nyack Neighborhood Music & Arts Festival.

As requested, I am gathering the materials needed to help demonstrate the festival's readiness, organizational capacity, and growing community support.

With respect to proof of incorporation and charitable status, Nyack Neighborhood Music & Arts Festival, Inc. was incorporated on March 12, 2026. Please see the attached Certificate of Incorporation. We also filed for federal 501(c)(3) status on March 28, 2026, and can provide confirmation of that filing as part of our submission.

Our current officers are William Bird, Ron Wohl, and Tatiana Soderquist.

I am serving as one of the organization's officers and have been the driving force behind the development of the festival concept, community outreach, partnerships, and overall organization of the event. My background includes event organizing, hospitality, and I have been deeply involved in building the festival from the ground up.

Ron Wohl is one of our current officers and a longtime Nyack resident who continues to live in the community. He brings strong local credibility, community spirit, and a genuine belief in the value of creating an arts and music event that reflects Nyack's character. His support helps strengthen the organization's local foundation and community connections.

Tatiana Soderquist is also serving as an officer and is likewise a Nyack resident who lives in the community. She brings dedication, reliability, and a strong connection to local life in Nyack. She has been supportive in helping move the project forward and is part of the core team working to build the festival into a well-organized and welcoming community event.

Also attached is our preliminary draft budget.

A full list of musicians can be found on our website at [nyackneighborhoodmusicandartsfestival.org](http://nyackneighborhoodmusicandartsfestival.org).

Our preliminary list of porch addresses and participating property owners currently includes:

- 192 S Broadway
- 84 Clinton Ave

- 13 Mansfield Ave
- 104 N Franklin St
- 38 Front St
- 23 Summit St

We have also included an example porch host agreement outlining expectations and participation terms.

As we have only just begun our fundraising efforts, we have not yet assembled a full list of partners and supporting organizations. That said, we have already been in contact with the Nyack Chamber of Commerce and local businesses and organizations including X House, the Nyack Pride Center, the Elmwood Playhouse, Olive's, Maureen's Jazz Cellar, and other local businesses in the community.

Our next organizational meeting is Tuesday, April 7, at the Nyack Library, and we should have a better sense after that meeting of additional participating musicians, porch hosts, volunteers, and supporting organizations.

In addition, we are assembling the following materials:

- Proof of capacity to fund the project as it develops, including our fundraising plan

We are actively compiling these materials and will provide them as they are finalized. Our goal is to present a clear and organized picture of both the festival's operational readiness and the broad community support behind it.

Please let me know if there is anything further you would like us to prioritize or include as part of this submission.

Best,

William Bird  
President

Nyack Neighborhood Music & Arts Festival

[www.nyackneighborhoodmusicandartsfestival.org](http://www.nyackneighborhoodmusicandartsfestival.org)

917 334-7707

[nyackporchfest@gmail.com](mailto:nyackporchfest@gmail.com)

# Nyack Neighborhood Music & Arts Festival

## Preliminary Board-Ready Budget

### Budget Overview

The following preliminary budget has been prepared for planning and fundraising purposes for the **Nyack Neighborhood Music & Arts Festival**. It reflects a conservative, community-focused approach to producing a first-year event while prioritizing core operational needs such as insurance, sound, sanitation, promotion, volunteer support, and cleanup.

This draft is intended to serve as a working budget and may be revised as event logistics, sponsorship commitments, grant funding, and community partnerships become more clearly defined.

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## Projected Expenses

Category	Estimated Cost
General liability insurance	\$1,200
Sound equipment / PA / backline / rentals	\$2,500
Portable toilets / sanitation	\$800
Printing (posters, flyers, basic signage)	\$700
Website / domain / digital tools / registration forms	\$250
Social media promotion / boosted posts	\$300
Artist hospitality / water / snacks	\$250
Volunteer hospitality / refreshments	\$300
Signage / banners / wayfinding	\$500
Trash / cleanup / waste removal	\$300

**Total Estimated Expenses: \$7,100**

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## Projected Revenue

Revenue Source	Estimated Income
Presenting sponsor	\$2,000
Additional sponsors	\$5,000
Small business sponsorships	\$2,000
Grants / community funding	\$3,000
Merchandise sales	\$2,000
Community donations / crowdfunding	\$2,000
Day-of donations	\$500

**Total Projected Revenue: \$16,500**

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## Projected Operating Result

Item	Amount
Total Projected Revenue	\$16,500
Total Projected Expenses	\$7,100
Projected Surplus	<b>\$9,400</b>

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## Budget Narrative

This preliminary budget is designed to reflect a practical and attainable framework for launching the festival in a financially responsible manner. On the expense side, the largest anticipated cost is sound equipment and related production support, followed by liability insurance and sanitation services. Additional funds are allocated toward printed outreach materials, digital tools, signage, volunteer and artist hospitality, and post-event cleanup.

On the revenue side, the budget assumes a mix of contributed and earned income. Sponsorships are expected to serve as the primary source of support, supplemented by grants, vendor participation fees, merchandise sales, crowdfunding, and day-of donations. This

diversified revenue approach is intended to reduce dependence on any single funding source and strengthen the event's long-term sustainability.

If fundraising meets or exceeds projections, any surplus would go to two Nyack art charities, help offset startup costs, strengthen reserves for future festivals, support reimbursement of approved event-related expenses, and provide working capital for subsequent programming and organizational development.

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## Planning Notes

This draft budget does not yet include certain optional or variable items that may arise depending on final event scope, including expanded staging, security, medical staffing, municipal fees, or larger-scale production infrastructure. Those items may be added later if required by venue, permitting, or public safety needs.

At this stage, the budget is best understood as a **baseline operating budget** for a lean but professionally organized community festival.

# Be a Porch Host!

## Nyack Neighborhood Music & Arts Festival

Thank you for opening your space to be part of the Nyack Neighborhood Music & Arts Festival. Porch hosts are what make this event feel special - neighbors sharing music, art, and a sense of community right where they live.

By signing below, you're saying you'd like to host a performance at your home or outdoor space during the Festival.

## What to Expect

As a Porch Host, I understand that:

- I'm offering an outdoor space - like a porch, yard, driveway, or similar spot - for a Festival performance.
- I have permission to use this space for that purpose.
- I'll do my best to make sure the area is safe and easy to access.
- Festival organizers will coordinate scheduling and let me know the details as plans come together.
- I agree to share access to household electricity, at no cost, if needed for the performance.
- I understand that I do not have to provide anything beyond the outdoor space and electricity unless I want to.  
(For example: seating, restroom access, or parking are optional.)
- I understand that hosting a performance may bring some neighbors and visitors by, along with the kind of daytime music and activity that comes with a community festival.
- I'll let organizers know about anything important they should be aware of, like pets, stairs, access issues, or other special considerations.
- If I rent or share the property, it's my responsibility to make sure I'm allowed to host.
- The Festival may take photos or short videos during the event to help share and promote future community programming.
- Because this is an outdoor community event, things may occasionally need to shift because of weather, safety, or scheduling.

Most of all, I understand that this is meant to be a fun, welcoming, community-minded event - and I'm happy to be part of it.

## Host Information

Host Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**I am the:**

- Owner
- Tenant
- Authorized Representative

**Type of space:**

- Porch
- Yard
- Driveway
- Other: \_\_\_\_\_

**Electricity available for performers:**

- Yes

**Restroom for musicians available if needed:**

- Yes
- No

**Anything we should know about your space?** (pets, stairs, parking, access notes, etc.)

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## Signature

I'd be happy to serve as a Porch Host for the Nyack Neighborhood Music & Arts Festival.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF NEW YORK  
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for NYACK NEIGHBORHOOD MUSIC & ARTS FESTIVAL INC., File Number 260312001710 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the  
Department of State, at the City of Albany,  
on March 12, 2026.

WALTER T. MOSLEY  
Secretary of State



BRENDAN C. HUGHES  
Executive Deputy Secretary of State





## CERTIFICATE OF INCORPORATION OF

Nyack Neighborhood Music & Arts Festival Inc.

*(Corporation Name)*

Under Section 402 of the Not-for-Profit Corporation Law

**FIRST:** The name of the corporation is:

Nyack Neighborhood Music & Arts Festival Inc.

**SECOND:** The corporation is a corporation as defined in subparagraph (5) of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

**THIRD:** *(Select all that apply)*

The purpose(s) for which the corporation is formed is:

- any purpose for which corporations may be organized under the Not-for-Profit Corporation Law as a charitable corporation.
- any purpose for which corporations may be organized under the Not-for-Profit Corporation Law as a non-charitable corporation.
- any purpose for which corporations may be organized under the Not-for-Profit Corporation Law as a charitable corporation or as a non-charitable corporation. *(Note: Checking this box results in the corporation being categorized as a charitable corporation in paragraph FIFTH.)*
- the following specific purpose(s):

**FOURTH:** *(Check the appropriate statement)*

The corporation is not formed to engage in any activity or for any purpose requiring consent or approval of any state official, department, board, agency or other body. No consent or approval is required.

The corporation is formed to engage in an activity or for a purpose requiring consent or approval of a state official, department, board, agency or other body. Such consent or approval is attached.

**FIFTH:** The corporation is a:  charitable corporation  non-charitable corporation under Section 201 of the Not-for-Profit Corporation Law.

**SIXTH:** The office of the corporation is to be located in the County of Westchester, State of New York.

**SEVENTH:** The names and addresses of the initial directors of the corporation are:  
*(A minimum of three is required)*

Name: William Bird

Address: 28 S. Washington St., Tarrytown, NY 10591

Name: Ronald Wohl

Address: 107 South Highland Avenue, Nyack New York 10960

Name: Tatiana Soderquist

Address: 435 Andre Ave., Northvale, NJ 07647

**EIGHTH:** The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served.

The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery is:

28 S. Washington St., Tarrytown, NY 10591

(Optional) The email address to which the Secretary of State shall email a notice of the fact that process against the corporation has been served electronically upon the Secretary of State is:

**NINTH:** *(Optional – Corporations seeking tax exempt status may include language required by the Internal Revenue Service in this paragraph. See Not-for-Profit Incorporation Instructions.)*

The following language relates to the corporation's tax exempt status and is not a statement of purposes and powers. Consequently, this language does not expand or alter the corporation's purposes or powers set forth in paragraph THIRD.

**1) PURPOSE**

The purpose for which the corporation is formed is to promote and support community-based music, arts, and cultural programming for the benefit of the public, including through festivals, performances, and related community events in the Village of Nyack and surrounding communities.

**2) LIMITATIONS**

This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future federal tax law). No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable and educational purposes.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of this Certificate of Incorporation, the corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (or corresponding provision of any future federal tax law), or by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code (or corresponding provision of any future federal tax law).

**3) DISSOLUTION**

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (or corresponding provision of any future federal tax law), or shall be distributed to the federal government, or to a state or local government, for a public purpose.

NAME, SIGNATURE & ADDRESS OF INCORPORATOR:

William Bird

(Print or Type Name of Incorporator)

X

(Signature of Incorporator)

28 S. Washington St.,

(Address of Incorporator)

Tarrytown, NY 10591

(City, State, Zip Code)

CERTIFICATE OF INCORPORATION OF

Nyack Neighborhood Music & Arts Festival Inc.

(Corporation Name)

Under Section 402 of the Not-for-Profit Corporation Law

Filer's Name and Mailing Address:

William Bird

Name:

Nyack Neighborhood Music & Arts Festival Inc.

Company, if Applicable:

28 S. Washington St.

Mailing Address:

Tarrytown, NY 10591

City, State and Zip Code:

RECEIVED  
DIVISION OF  
CORPORATIONS  
DEPARTMENT OF STATE  
2026 MAR 11 PM 12:50

NOTES:

1. §301 of the Not-for-Profit Corporation Law requires that the name contain "Incorporated" or "Inc." or one of the other words or abbreviations indicative of corporate character unless the corporation qualifies for one of the exceptions in §301.
2. This sample form is provided by the New York State Department of State for filing a certificate of incorporation.
3. This form is designed to satisfy the minimum filing requirements pursuant to the Not-for-Profit Corporation Law. The Department of State will accept any other form which complies with the applicable statutory provisions.
4. The Department of State recommends that this legal document be prepared under the guidance of an attorney.
5. The Department of State does not provide legal, accounting or tax advice.
6. This certificate must be submitted with a \$75 filing fee made payable to the Department of State.

For DOS use only



**NYACK NEIGHBORHOOD MUSIC & ARTS FESTIVAL SPONSORSHIP LEVELS**

Shared sponsorship levels are available to multiple businesses and provide broad festival visibility through print, web, posters, and banners. Exclusive sponsorship opportunities are limited to one sponsor per item and offer premium branding on festival materials distributed or displayed directly to the public.

<p><b>General Sponsorship Levels</b></p> <ul style="list-style-type: none"> <li>• Supporter — \$250</li> <li>• Community — \$500</li> <li>• Neighborhood — \$1,000</li> <li>• Main Street — \$1,500</li> <li>• Festival Sponsor — \$2,500</li> </ul>	<p><b>Exclusive Sponsorship Opportunities</b></p> <ul style="list-style-type: none"> <li>• Water Bottle Sponsor — 1 available</li> <li>• Drawstring Bag Sponsor — 1 available</li> <li>• Tote Bag Sponsor — 1 available</li> <li>• Street Flag Sponsor — 1 available</li> </ul>
<p><b>Supporter Sponsor — \$250</b></p> <p>For small local businesses.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Business name on website</li> <li>• One social media thank-you</li> <li>• 1/8-page ad in mini newspaper</li> </ul>	<p><b>Exclusive Water Bottle Sponsor — \$2,500</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Exclusive logo on water bottles</li> <li>• Premium website placement</li> <li>• Social media recognition</li> <li>• Full-page ad in mini newspaper</li> <li>• Logo on posters and banners</li> </ul>

<p><b>Community Sponsor — \$500</b></p> <p>For small-to-mid-sized businesses.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Logo on website</li> <li>• Social media thank-you</li> <li>• 1/4-page ad in mini newspaper</li> <li>• Logo on posters</li> </ul>	<p><b>Exclusive Drawstring Bag Sponsor — \$1,200</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Exclusive logo on drawstring bags</li> <li>• Website listing</li> <li>• Social media recognition</li> <li>• 1/2-page ad in mini newspaper</li> <li>• Logo on posters</li> </ul>
<p><b>Neighborhood Sponsor — \$1,000</b></p> <p>For businesses wanting stronger visibility.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Featured logo on website</li> <li>• Two social media thank-yous</li> <li>• 1/4-page ad in mini newspaper</li> <li>• Logo on posters</li> <li>• Logo on banners</li> </ul>	<p><b>Exclusive Tote Bag Sponsor — \$3,000</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Exclusive logo on tote bags</li> <li>• Premium website placement</li> <li>• Social media recognition</li> <li>• Full-page ad in mini newspaper</li> <li>• Logo on posters and banners</li> </ul>
<p><b>Main Street Sponsor — \$1,500</b></p> <p>For businesses wanting a bigger presence.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Featured logo on website</li> <li>• Two social media thank-yous</li> <li>• 1/2-page ad in mini newspaper</li> <li>• Logo on posters</li> <li>• Logo on banners</li> </ul>	<p><b>Exclusive Street Flag Sponsor — \$2,000</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Exclusive logo on day-of-event street flag</li> <li>• Website listing</li> <li>• Social media recognition</li> <li>• 1/2-page ad in mini newspaper</li> <li>• Logo on posters and banners</li> </ul>

## **Festival Sponsor — \$2,500**

For major local sponsors.

Includes:

- Premium logo placement on website
- Three social media thank-yous
- Full-page ad in mini newspaper
- Logo on posters
- Logo on banners
- Verbal or featured recognition as a major sponsor



NYACK

PORCH

FEST

2 / 0 / 2 / 6



## Event Summary

### Nyack Porchfest

Nyack Porchfest is a new annual destination community event, showcasing myriad talent on porches, in businesses, and other key locations in the village, creating a vast and inclusive experience for visitors and residents alike, creating opportunities & stimulating commerce.

Since the first Porchfest, held in Ithaca, NY in 2007, Porchfests have become an internationally expansive sensation & an inclusive & diverse community event model for showcasing & drawing talent, & fostering commerce within a community.

Since its inception, the concept has rapidly expanded to over 220 communities across North America & Australia, each adapting the format to their own community.

Porchfests are destination events which often draw very many attendees, & showcase numerous performers. Montclair, NJ Porchfest featured over 60 participating porches and 150 musical acts, and welcomed over 26,500 attendees. The 2025 Somerville, MA Porchfest showcased nearly 500 performers across 443 porches and welcomed over 30,000 attendees.

Attendees will explore the village and experience performances on numerous porches & other locations, & are invited to visit the central hub in Memorial Park for Nyack based food vendors & artisans, family activities, & other community activities & features.

Porchfest represents a substantial growth opportunity for any community hosting one, & Nyack is especially poised to benefit as the premier arts & community hub of the Hudson Valley & TriState Area.



## Event Overview

### Event Sequence

- Opening Ceremony
- Open Events
- Mid-Day Feature in the Park
- Open Events
- Art Auction
- Closing Ceremony
- Invitation to town post-festival
- Breakdown & Cleanup

### Live Music

Numerous musical acts will be performing all over the Village in front yards & on porches. As many bands as can be scheduled will be, based on the number of porches participating. Set lengths will be determined by the number of performers scheduled for a given stage throughout the day.

### Live Art Installations

Artists will be invited to create a single work in front of an audience over the course of the day, all of which will be auctioned off for charity right before the closing ceremony.

### Trolley

A Trolley rental is planned for the day to drive a loop through all key locations for people trying to escape the sun, with accessibility needs, or as an alternative to drinking & driving. The Trolley will feature a custom "Radio Station" audio loop with event information, sponsors' promotion, and music from performers playing the event. This will also help event staff get around quickly.

### Flow & Crowd Control

The Performer schedule will be such that big draws are spread out so people experience more of the event instead of congregating & remaining in one area. Area Supervisors will disperse crowds & halt foot or vehicle traffic if necessary. There will be no road closures, traffic will flow normally. Area supervisors can halt vehicle or foot traffic if necessary, however "No Parking" conditions may be advisable on some narrow streets if there is a participating porch on that street drawing a large crowd. After the event people will be encouraged to patronize village nightlife establishments & stay in a local hotel, & will be dispersed from the park.

## Event Map



## Key Event Locations

- A. Command Center - The Angel (Tentative)
- B. Community Village - Memorial Park
- T Town Square - Gazebo
- I. Information Booth
- F. Franklin Substation - St. Anne's
- S. South Stage & Substation - Canopy
- N. North Stage & Substation - Canopy

Each Key Event Location will have a command substation, with two event staff members equipped with radios to communicate. One staff member will maintain a presence at that location's substation, & one patrolling the area to supervise the event, checking on guests, picking up trash, serving notice to unaffiliated porches, & ensuring each porch in that area stays on time. Each Key Event Location will have water available for people & dogs, trash bags, an emergency kit, maps, & a copy of the schedules for that area.



## Location Functions

### A. Command Center - The Angel

The Command Center is where Executive Leadership will be operating during the event. All operations will be run out of the Command Center. Volunteers will check in at the Command Center upon arriving to sign-in and out, be debriefed, & obtain anything. The Command Center will have hospitality amenities for volunteers such as water & coffee, resources such as maps, posters, and batteries, & is where Volunteers will pick up their uniform & sign out any equipment they will need for their shift or detail. Artists and Performers will sign in here as well. A "gear hospital" will be available for Performers to acquire things like guitar strings & drumsticks, or to use tools if a repair is needed. All schedules will be monitored from the Command Center, & all materials such as maps, flashlights, water bottles, trash bags, etc, will be distributed from this location. Additionally, there will be performers outside, & possibly entertainment in the sanctuary as

### B. Community Village - Memorial Park

Memorial Park will feature the main stage of the event. There will be an opening ceremony at 10AM, kicked off by live music, after which the stage will feature one act plays, magicians, & other performers. Nyack based food trucks and vendors will be invited to appear, & performers will be encouraged to sell their merchandise in the park. An information center will be set up in the gazebo, & visitors will be able to pick up a map & information booklet, purchase official Nyack Porchfest merchandise, or learn about our cause & the charity we are supporting. The park will be geared towards families & there will be fun activities for children & people of all ages. Young performers will be featured on this stage during the day. At the end of the event, there will be a closing ceremony where the art which was live-painted during the event is auctioned for charity, and a featured performer will appear.

### T. Town Square - Easter Gazebo

The Gazebo will feature small group jazz, poetry, & chamber style music during the day, & comedy later in the day. A food truck & a toilet should be set up in the lot next to the gazebo.

### I. Information Booth

Maps, water bottles, & event brochures will be available at the information booth & staff resources will be available there to event staff, & event staff will maintain a presence from here.



## F. Franklin Street - St. Anne's

This will be for additional presence in town, & could possibly be inside of the Church to have another indoor station available in case of inclement weather.

## M. Broadway Substation

Memorial Park will feature the main stage of the event. There will be an opening ceremony at 10AM, kicked off by live music, after which the stage will feature one act plays, magicians, & other performers. Nyack based food trucks and vendors will be invited to appear, & performers will be encouraged to sell their merchandise in the park.

## N.S. North / South Stages

Both a North and a South porch will be established as North Stage & South Stage. Larger drawing acts will be scheduled at these stages to encourage visitors to keep moving & explore the village.

## W. West Substation - Old High School

This location will only be employed if there are porches in this area to ensure event staff is in proximity.



## Organization Summary

### Nyack Porchfest Incorporated

Nyack Porchfest Incorporated is a 501(c)3 Non-Profit Corporation formed for the purpose of producing Porchfest events in the Village of Nyack to fulfill the mission of drawing visitors to the Village of Nyack to benefit the community in the following ways:

1. Raising funds for local charities that support unhoused individuals
2. Building a large audience to support local talent & businesses
3. Fostering the Nyack creative community with an influx of visitors
4. Facilitating commerce by drawing attendees to local businesses

## Charitable Purpose

Nyack Porchfest Incorporated exists to produce Porchfest events to raise money for a Nyack Needs-Based Charity. For 2026 Nyack Porchfest Incorporated has chosen Nyack's Soup Angels as its benefactor. During the event, cash & electronic donations will be collected at participating porches, art works will be auctioned off to raise money, signage throughout the event will invite guests to donate, outreach specialists will be present at the event to offer opportunities to donate, donations will be solicited in person & online before & during the event by Nyack Porchfest Team Members & Performers,, & any sponsorship revenue leftover after production costs will all go to the Charity of Choice,



## Executive Board

President / Executive Director  
Richard Quinn  
129 Nyack Plaza  
Nyack, NY

Vice President / Director of Operations  
David Livingston  
PO Box 63  
Valley Cottage, NY

Secretary / Director of Outreach  
Christina Henry (aka Liliane Brown)  
Spring Valley, NY



## Executive Summary

### Richard Quinn - Executive Director

Richard Quinn is an expert multimedia artist, a very established producer, & the creator of Modern Metro Studios, Rockland World Radio, Nyack Village Theatre, and the annual Nyack Film Festival. Richard's experience producing quality audio visual services for clients in NYC and the lower Hudson Valley is extensive.

Richard was an early pioneer of internet radio, running Rockland World Radio from '03-'09, a cutting edge Internet Broadcast station.

Before that Richard worked extensively with acclaimed photographer Mick Rock on projects such as David Bowie, Lou Reed, Queen, Iggy Pop, Talking Heads, Genesis, Peter Gabriel, The Rolling Stones, Phil Spector, Aerosmith, Tori Amos, & many more.

Quinn also produced the "Live at Tower Records" music showcase, successfully produced the first theatrical production of Vincent Pastore's Wild Children in 2013. He also produces Dialogues with Dan, a weekly program discussing disabilities & disability issues with TBI survivor and author Daniel Windheim.

Richard is a graduate of the prestigious Leadership Rockland, Class of '08, & was awarded the JCC-Y Recognition Award for producing Jake Talks, a community broadcast program for the Mitzvah Maker teens. Quinn has also produced and facilitated an annual 24-hour broadcast for Hungerthon to benefit World Hunger Year, & "Rock Yo Mama Fest", a concert at the Fire Training Center with the Committee to Promote Volunteerism and the Rockland Family Shelter.

Richard brings with him over 25 years of experience coordinating large-scale events, & live music & theatre performances, in addition to producing independent film, comedy, theatrical plays, poetry readings, art exhibits, & hosting seminars, workshops, & other original events.

Richard founded & operated Nyack Village Theatre from '07-'20, overseeing all aspects of the business from executive to creative, including producing, directing, & art direction, as well as all logistical matters such as booking, promotion, the recruitment & management of interns & event staff, & liaising with artists, entertainers, production staff, security, and other personnel and stakeholders.



## Executive Summary

### Liliane Brown - Director of Outreach

Liliane received her B.A. in Mathematics & Computer Science from SUNY Purchase in '04, an A.A. in Performing Arts - Theatre from SUNY Rockland in '16, an A.A. in Mass Communication from SUNY Rockland in '17, & completed ThriveDx Cybersecurity Bootcamp in '25.

In 2015 Liliane was Finance & Operations Associate at the Roosevelt Institute in NYC, where she processed donations, reconciled deposits, supported accounts payable operations, coordinated event logistics & maintained vendor/staff communication.

Before that, from '10-'15 Liliane filled various roles for the Working Families Party in Brooklyn, including National Field Administrator, Project Director & Field Manager, where she oversaw financial reporting for six states; ensured compliance with deposit, reimbursement, & vendor payment processes. trained & supervised canvassing staff. & managed field data, reporting, & campaign logistics. Liliane mobilized 1,700+ individuals for advocacy efforts; raised \$30,000+ in campaign donations.

Liliane was also a Union Organizer in Port Chester, NY for Local 1103 CWA in '12, where she coordinated union campaigns across multiple sites, & built & maintained relationships with workers to achieve support goals. She was also Finance Director for McLaughlin for Assembly in Albany. & she raised \$18,000+ in campaign contributions; planned fundraising events & maintained donor records.

From '06-'09 Liliane was a Manager at Uno Chicago Bar & Grill in the Bronx, in which role she supervised & trained a team of 20 front & heart-of-house staff, fostering collaboration & efficiency in a high-volume environment, oversaw daily operations including inventory management, scheduling, & vendor relations to ensure smooth service delivery, implemented process improvements that reduced waste & improved customer satisfaction scores, managed budgets, cash flow, & reporting, gaining experience with financial oversight & accountability, & handled customer concerns with professionalism, strengthening community relationships & customer loyalty.



## Executive Summary

### David Livingston - Director of Operations

David has been a professional drummer & sound engineer for 28 years, has performed everywhere from CBGB to Carnegie Hall, has mixed live sound for artists ranging from Melba Moore to Coheed & Cambria, has appeared on national television as a drummer, toured the country in numerous musical projects, & continues to play to this day.

From '99-'06 David coordinated the Backdoor at Nyack Center, a free concert series for teens as an alternative to substance use, leading a team of ~30 teens, directing weekly meetings & the planning & execution of weekly concerts, guiding the volunteers in booking & contracting thousands of bands for nearly 500 concerts from load-in to lock-up, & was also instrumental in securing operating funding from program grants. He also served as a member of Rivertown Film Society as a projectionist, volunteered as a technician for the After School Program, & was a part time Administrative Assistant to the Director.

Since '98 David has produced & managed numerous recording artists & performers, & has been a Recording Engineer at many recording studios. From '05-'09 David was the Chief Operating Officer & Audio Department Supervisor of Moving Box Studios in Ithaca, NY, where he lead a team of videographers, animators, web developers, & sound engineers & served on the Executive Board. David also served as Chief Operating Officer & Chairman of the LOVE Art Space in East Williamsburg, & is now Chief Executive Manager of Electric Love Circle, a talent management agency & entertainment consulting firm. He currently serves at the Antrim Playhouse as a Sound Engineer.

In '12 David obtained his New York State Security Guard License, CPR certification, & Level 1 Alarm Technician with Fire Alarm, Advanced Intrusion, & Troubleshooting Certifications from the Electronic Security Agency, obtained a New York State Alarm Installer License, & is now Chief Executive Manager of National Defense Systems, a security hardware integrator, & is Certified by Fire Marshall Support Services & recognized by the National Association of State Fire Marshalls as a Crowd Control Manager.

David was a Service Specialist for Apple from '13-'17 where he set service performance records, & lead his team to victory in an internal contest by securing the most business introductions (leads) out of anyone in the regional market.

David loves serving the community & those in need. He was mentored by Bert Hughes in music, non-profit coordination, fundraising, & grant management, & with him he served various charity projects, such as Midnight Run & the Heiffer Project, & has been a member of the Bert Hughes Memorial Brass Band for 26 years, raising money for the Senior Citizen Christmas Breakfast, for which he has also served as cook.

From '12-'14 David served as a Police Officer with Clarkstown Auxiliary Police & received training in patrolling, traffic management, crowd control, & life safety, for which David has Earned a Certificate of Merit from both the New York State Assembly & The Town of Clarkstown, after over 200 hours served. David also served as a Certified Election Inspector in '12. David is also Certified by the Bergen County Law & Public Safety Institute and awarded a Certificate of Merit as a member of the Bergen County Community Emergency Response Team & The President's Citizen Corps.



## Volunteer Leads

Art Director  
Eleanor Kaufmann  
Nyack, NY

Technical Director  
Sheldon Garnett  
Garnerville, NY

Logistics Director  
Mark Mangan  
Nyack, NY

Music Director  
Albert Ahlf  
Nyack, NY

Web Director  
Foster Bass  
Nyack, NY

Social Media Director  
Sara Woodhouse Diaz  
Nyack, NY



## Personnel Roles

- Event Coordinator**  
Oversees all aspects of the event & directs personnel.
- Assistant Event Coordinator**  
Executes directives on behalf of the Event Coordinator
- Station Coordinator**  
Coordinates with Stage Manager to Manage Set Times & Changeovers
- Area Supervisor**
  - Patrols Areas & keeps eyes & ears on the community
  - Disperse unruly crowds
  - Report dangerous activity
  - Give Liability Notice to unaffiliated hosts
  - Clean up any litter
  - Interfaced with the community & provide info
- Traffic Coordinator**  
Direct vehicle & foot traffic where needed to prevent jams & accidents.
- Talent Coordinator**
  - Coordinate all performers & artists
  - Create & oversee performer schedule
  - Coordinate performers & hosts
  - See to the accommodation of talent
- Stage Manager**
  - Monitors full performer schedule from Command Center
  - Coordinates with Area Supervisors to stay appraised of set times
  - Ensure that Area Supervisors initiate changeovers & stay on time
- Technician**  
Provides Technical Support as needed
- Hospitality Director**
  - Liaise with Food Vendors
  - Ensure all Key Locations have water available for attendees
  - Ensure Command Center always has coffee & snacks for event staff
- Parking Coordinator**  
Coordinate Valet Service with our livery partner to keep track of parked vehicles.
- Community Liaison**  
Interfaces directly with the Village on any matters necessary.
- Safety Director**  
Monitors all activity & guest behavior for safety & coordinates emergency services.



## Funding the Project

A very positive aspect of Porchfest events is the low overhead, since performers & hosts donate their time, venues, & equipment, & the event staff are volunteers. The stage for the park and several PA systems have already been promised from sponsors. Several more generous sponsors are interested in participating & are awaiting date information before working out the details of a deal. Merchandise sales & donors will also generate some operating capital.

### Donation Strategies

Traditional canvassing of businesses & residences in the neighborhood, & philanthropists will be provided with an invitation to support the event. Donations can also be made online via electronic payment or via crowdfunding platforms. Opportunities to donate will be presented via email & social media once a date is confirmed. Trolley riders will have opportunity to make a donation when they ride if they choose. Additionally, each stage will be given a donation jar & performers will be encouraged to invite donations for charity from the stage. Trolley & stage donations will go entirely to charity.

### Grants

Nyack Porchfest was awarded a generous Nyack Tourism grant for non-local advertising. Grant research is underway, & applications are in the work. Grants are also being sought specifically from organizations against drunk driving & accessibility advocate groups to help fund the Trolley.

### Charity

The ultimate purpose of Nyack Porchfest is to raise money for charity. In addition to Trolley & onstage donations, there will be signage & literature throughout the event inviting digital donations, & there will be an auction of art produced in the live art spaces during the event, all of the proceeds from which go to charity.



## Sponsorship Opportunities

### Poster Sponsor

Any sponsor who covers the cost of printing materials or makes a contribution to advertising will be included as a mentioned sponsor in the advertising they funded.

### Map & Brochure Sponsor

Businesses can sponsor the event map to be highlighted thereon as a destination, or be featured in event brochures, with options such as a logo placement, a writeup, to full or double-page ads, &c,

### Water Sponsor

One or more sponsors can have their logo & information on complimentary Nyack Porchfest water bottles to be given out at Key Event Locations. There could be one water sponsor for the whole event, or each Key Event Location could have its own Water Sponsor.

### Stage Sponsors

Sponsors of affiliated porches can name the stage & feature their branding onsite.

### Wifi Sponsor

A wifi sponsor could provide funding for a wireless network to be used by Event Staff, & the network SSID can feature their name, & if there is complimentary Wifi for Visitors, their advertising can be displayed in the captive portal to be seen by anyone who connects to the network before surfing.

### Snack Sponsor

A sponsor can donate, buy, or provide funding for snacks to keep the event staff energized.

### Gear Hospital Sponsor

Musical equipment businesses can sponsor the Gear Hospital in the Command Center with money or product & appear in official materials on & offline & displayed via signage at Key Event Locations,

### Trolley Sponsorship

Sponsors & performers can buy ad spots on the "radio" audio loop that will be playing on the Nyack Trolley as it brings people between Key Event Locations.

### Canopy Sponsors

Sponsors can sponsor location markers & substation canopies at key event location to choose the station name & include the branding or art of their choice.

### Equipment Sponsors

Sponsors can provide use of equipment or fund rental to have their branding on the stage they have provided equipment for.



## Marketing Framework

Nyack Porchfest is for individuals and families of all ages, & all are welcome to attend, however, marketing & advertising efforts will be focused on 18-40 year old music listeners with disposable income within 25 miles, with the intention of attracting visitors who will return & participate in our music & arts community, patronize our art spaces, event venues, & businesses.

### Phase 1: Get Involved

- Social media content showcasing Nyack, Porchfests, & featured performers.
- Partnering with Local Influencers to generate interest
- Online advertisements inviting people to volunteer & perform.
- Sending press kits to local media & radio stations to generate buzz.

#### Local Print Campaign

- "Get Involved" posters & cards in hotspots.

#### Street Team

- Handing out small invitation cards at social events.

#### Video

- Produce a narrated video explaining the event in detail.
- Obtain shoutout clips from performers

#### Merch & Swag

- Make available T-Shirts & stickers for purchase & distribution.

### Phase 2: Visit Nyack

- Showcase Nyack Village, Community & Talent in Media
- Collaborate with Community Partners and Sponsors on Content
- Distribute Press & Media Kits to Interested Parties
- Distribute Posters, Flyers, & information cards with full lineup & details



## Current Partners & Sponsors

### A.V.A.

Providing a stage for Memorial Park & Several PA Systems

### Electric Love Circle

Providing social media & web support.

### Eleanor Kaufman

Donated a full branding package.

### Rockland Pride Center

Proud partner of Nyack Porchfest.

### Olive's

Sponsorship & other material support.

### Long Island Drum Center

A sponsor of the Gear Hospital

### Treehouse Cannabis

Affirmed interest in collaborating with a sponsorship, awaiting date info.

### Maureen's Jazz Cellar

Talent & material support.

### National Defense Systems

Security consulting & equipment support.



## Initial Performer Roster

All artists have confirmed an interest in performing, though no date has been confirmed yet, & lineups are subject to change.

Albert Ahlf  
Frankie Dee  
Eleanor Kaufman  
Elektrik Dave  
Kingkween  
DJ Cutman  
Et Tu  
Achievers  
Andrew Ace Greenspan  
Groove & Swagger  
Hamwagon  
Dead Meat  
Timberwarp  
The Heartbreak Beat  
Rob McMahon  
Sons of Ghidorah  
One Night Only  
Danny Giovanna  
Bill Cunningham  
McMule  
Del-Marie Forbes

[www.nyackporchfest.org](http://www.nyackporchfest.org)



## Equipment List

### Command Center

- Operations HQ
- Comms Radios
- Social Media Management
- Uniform Shirts
- Main Inventory of Maps & Brochures
- Hospitality & Staff Services
- Safety HQ
- Emergency Kit
- Gear Hospital

### Substations

- Lavatory
- Comms Radios
- Canopy & Marker Flag
- Table & Chairs
- Location Marker & Signage
- Maps & Brochures
- Water Bottles
- Dog Water Bowl
- Whistles
- High-Vis Vest
- Trash Bags
- Trash Can
- First Aid Kit

### Stages

- PA Equipment
- Event Signage
- Safety Markers
- Public Notice
- Location Flags



## Agreement

between

Nyack Porchfest Incorporated

(hereafter referred to as Producer)

&

---

(hereafter referred to as Performer)

Performer agrees to perform their normal live performance at 2026 Nyack Porchfest Event. Performer agrees to be polite & to refrain from any scandalous actions & to not perform any material nor present any art, signage, media, or other things which may be considered offensive, polarizing, crude, or otherwise not family-friendly. Host understands their participation is voluntarily & assumes any & all risk associated therewith. Performer schedules, set times & stages shall be coordinated by Producer. Hosts & Performers can share preferences with Producer about preferences, which Producer will take into consideration, but final schedules will be determined by Producer for crowd management & public safety purposes. Performer shall promote the Event on Social Media & other methods they use, & will use official art sent to them by Producer. Performer will provide a media kit, photos & logo image files, stage plot, & input list as soon as possible after being confirmed. Performer agrees to hold harmless Producer, the Village or Nyack, their Partners, Employees, Contractors, Associates, Assignees, & all Porchfest Performers, Sponsors, Donors, & Volunteers. Performer grants perpetual and non-revocable license to any photography, video, or audio recording, or other media captured on or of their premises to Producer for any use in their purpose. This agreement is legally binding & shall be governed by the laws of the State of New York.

Performer Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Agreement

between

Nyack Porchfest Incorporated

(hereafter referred to as Producer)

&

\_\_\_\_\_ (hereafter referred to as Host)

Host agrees to host performances and welcome visitors from the general public onto their premises during the course of the 2026 Nyack Porchfest Event. Host agrees to be polite and reasonably hospitable to all performers and guests, to refrain from any scandalous actions & to not present any art, signage, media, or other things which may be considered offensive, polarizing, crude, or otherwise not family-friendly. Host understands they are advised not to allow anyone they don't know inside their home. Host reserves the right to deny anyone access to any part of their property, but agrees not to deny access because of discrimination based on age, sex, ability, or affiliation. Host understands their participation is voluntarily & assumes any & all risk associated therewith. Performer schedules shall be coordinated by Producer. Host can share preferences with Producer about music styles or particular performers, which Producer will take into consideration, but final schedules will be determined by Producer for crowd management & public safety purposes. Host agrees to hold harmless Producer, the Village or Nyack, their Partners, Employees, Contractors, Associates, Assignees, & all Porchfest Performers, Sponsors, Donors, & Volunteers. Host grants perpetual and non-revocable license to any photography, video, or audio recording, taken on or of their premises to Producer for any use in their purpose. This agreement shall be governed by the laws of the State of New York.

Host Name \_\_\_\_\_

Host Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Notice

to

Unaffiliated Porch Host

at

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by

Nyack Porchfest Incorporated

Thank you for participating in our event. We formally request you to be polite and reasonably hospitable to all performers and guests, to refrain from any scandalous actions & to not present any art, signage, media, or other things which may be considered offensive, polarizing, crude, or otherwise not family-friendly. Understands that you are advised not to allow anyone you don't know inside your home. You may reserves the right to deny anyone acces to any part of your property, but you are urged not to deny access because of discrimination based on age, sex, ability, or affiliation.

Be advised & understand that your participation is voluntarily, that you are in no way afilliated with Nyack Porchfest Incorporated, & you assume any & all risk associated with hosting guests. Also be advised that Nyack Porchfest Incorporated, the Village or Nyack, their Partners, Employees, Contractors, Associates, Assigness, & all Porchfest Performers, Sponsors, Donors, & Volunteers assume no liability, & you are hosting performers at your own risk. Understand that Nyack Porchfest Incorporated or its assignees may engage in photography, video, or audio recording from areas accessible by the general public of the event which will be used in pursuit of their stated mission.

[www.nyackporchfest.org](http://www.nyackporchfest.org)

ADDENDUM A



Consider it Done.

March 6, 2026  
Village of Nyack  
c/o Andy Stewart  
9 North Broadway  
Nyack, New York 10960

Thank you for this opportunity to serve the **Village of Nyack, New York**. The following is our recommended pest control program along with our scope of service:

**WESTERN SERVICES**

- *Western* places great emphasis on inspections and being proactive in identifying and addressing pest vulnerable zones to prevent potential infestations and unnecessary treatments.
- *Western* will practice standard safety procedures to ensure the safety of all employees, people and pets present, when servicing the property.
- *Western* technicians will check in and out with a designated site contact upon arrival to address any pest issues or concerns
- Upon request, *Western* will provide a logbook with documentation, physical service tickets indicating areas serviced, SDS materials used, COI & Licensing.
- **Service reports with products applied will always be emailed to a designated person/email inbox: [administrator@nyack.gov](mailto:administrator@nyack.gov)**
- *Western* will provide access to its online portal system where individuals can review all service reports, recommendations, invoices, and much more.
- The following comprise the **Scope of Service:**
  - *Business District Rat Remediation, Zones I-III* – 4x Month service (Annualized: **\$13,825**)
  - *Village Hall, 9 North Broadway, Nyack, NY 10960* – 1x Month service (Annualized: **\$855**)
  - *DPW "Garages," 63 Catherine Street, Nyack, NY 10960-2422* – 1x Month service Exterior & Interior (Annualized: **\$1,025**)
  - *Water Treatment Facility, 230 Route 59, West Nyack, NY 10994-2031* – 1x Month service - Interior only (Annualized: **\$915**)
  - *Nyack Boat Marina & Memorial Park, bottom of Burd St. & Depew Ave.* – 1x Month service - Exterior only (Annualized: **\$1,830**)
  - *Nyack Senior Center, 90 Depew Ave, Nyack, NY 10960* -- 1x Month service - Interior Only (Annualized: **\$975**)
- *Western Pest Services* will hold all monthly pricing for a period of 24 months.
- If *Western* has to add additional equipment, a proposal will be submitted to Andy Stewart for approval.
- Under these agreements, *Western Pest Services* will target cockroaches, mice & rats at your properties, unless otherwise red-lined on the site-specific agreement.

One-time Intensive Fees of will include new exterior and/or interior rodent control devices to be strategically placed along boundaries, deployment & tagging of rodent baiting equipment, plus initial service visits at each site.

**David Rizzi**

Western Pest Services | [www.westernpest.com](http://www.westernpest.com)

Account Executive

Orange & Rockland, New York

C: (551) 775-3508

David.Rizzi@WesternPest.com

Yr 1 19,425 - 5% pd  
2 16,885 - 977.25  
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\$ 2,540 \$ 18,453.75



# Pest Elimination Agreement

Visit us at our website: [www.westernpest.com](http://www.westernpest.com)

I. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION			SERVICE INFORMATION		
DATE March 24, 2026	NAME Village of Nyack - Village Hall		PREMISE ADDRESS Business District - ZONES I - III		
WESTERN REP David Rizzi	STREET 9 N Broadway		CITY Nyack	STATE NY	ZIP 10960
FOR SERVICE CALL 201-612-8081x 1	CITY Nyack	STATE NY	ZIP 10960	SERVICE AREA DESCRIPTION ZONE I: Main St. from Franklin to Broadway; ZONE II: Broadway from Main Street to Cedar Ave; ZONE III Depew Ave, from Broadway to Franklin	
CUSTOMER'S E-MAIL ADDRESS administrator@nyack.gov	BILLING CONTACT Andy Stewart, Village Administrator	PHONE 845-358-3581	SERVICE CONTACT Andy Stewart, Village Administrator PHONE (o) 845-358-3581		

2. Covered Pests under this Agreement: **Cockroaches, Mice and Rats.**

Additional Pests Covered: \_\_\_\_\_

**Service Exclusions.** Customer understands that this Agreement does not cover other pests including Termites, Carpenter/Fire/Pharaoh/Raspberry Crazy Ants, Bed Bugs, Mosquitoes, Brown Recluse Spiders, Birds and Wildlife. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum cannot be waived by the Customer or any employee or agent of Western.

3. Intensive Treatment:

Western's goal is to control all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEE \$2125 + SERVICE FEE \$975 = 3100 plus tax if applicable  
(Total 1st month bill)

4. Service:

Western's program provides for inspection and treatment scheduled 4x per MONTH for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

SERVICE FEES \$975 plus tax if applicable  Per Month  Per Service

5. Release and Limitation of Liability:

Customer expressly releases Western from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Western. Customer agrees that under no circumstances shall Western be liable for any amount greater than the amount paid by the Customer to Western for the services provided at the affected location(s). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

6. **Optional Clause:** PROGRAM INCLUDES TREATING BURROWS DISCOVERED DURING ROUTINE INSPECTIONS OF COVERED ZONES (see "Service Area Description")

7. Customer Preparation:

Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival. An additional charge of NA will be incurred should this occur.

8. Term/Price Increase After 1<sup>st</sup> Year:

This Agreement is binding on both parties for a period of one (1) year. After the first year, this Agreement will self-renew for subsequent one (1) year periods unless cancelled by either party with thirty (30) days advance written notice. Western has the right to increase the annual service fee after the first year by an amount not to exceed the Consumer Price Index or by an amount not to exceed seven percent (7%), whichever is greater.

9. Year in Advance Discount:

A discount of 5% will be granted if payment is made in full for the year in advance. Check here  if payment for the year is to be made in full.

**Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the accompanying GENERAL TERMS & CONDITIONS and that no other terms apply.**

ACCEPTED BY:

CUSTOMER: \_\_\_\_\_ DATE: March 24, 2026 TITLE: \_\_\_\_\_

WESTERN PEST: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_



# Pest Elimination Agreement

Visit us at our website: [www.westernpest.com](http://www.westernpest.com)

1. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION		SERVICE INFORMATION	
DATE March 24, 2026	NAME Village of Nyack - Village Hall	PREMISE ADDRESS Village Hall Building	CITY STATE ZIP West Nyack NY 10994-2031
WESTERN REP David Rizzi	STREET 9 N Broadway	SERVICE AREA DESCRIPTION Interior rodent and general pest control for 2 floors incl'ng offices,	
FOR SERVICE CALL 201-612-8081x 1	CITY STATE ZIP Nyack NY 10960	lunch room, storage closets, restrooms, lobby	
CUSTOMER'S E-MAIL ADDRESS administrator@nyack.gov	BILLING CONTACT Andy Stewart, Village Administrator	PHONE 845-358-3581	SERVICE CONTACT Andy Stewart
			PHONE (o) 845-358-3734

2. Covered Pests under this Agreement: **Cockroaches, Mice and Rats.**

**Additional Pests Covered:** Non-wood boring Ants (i.e., Sugar Ants, Pavement Ants)

**Service Exclusions.** Customer understands that this Agreement does not cover other pests including Termites, Carpenter/Fire/Pharaoh/Raspberry Crazy Ants, Bed Bugs, Mosquitoes, Brown Recluse Spiders, Birds and Wildlife. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum cannot be waived by the Customer or any employee or agent of Western.

3. **Intensive Treatment:**

Western's goal is to control all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEE 75 + SERVICE FEE 65 = 140 plus tax if applicable  
(Total 1st month bill)

4. **Service:**

Western's program provides for inspection and treatment scheduled 1x per MONTH for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

SERVICE FEES \$65 plus tax if applicable  Per Month  Per Service

5. **Release and Limitation of Liability:**

Customer expressly releases Western from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Western. Customer agrees that under no circumstances shall Western be liable for any amount greater than the amount paid by the Customer to Western for the services provided at the affected location(s). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

6. **Optional Clause:** NO PRICE INCREASES FOR 24 MONTHS - Please see and initial Addendum A for complete program details.

7. **Customer Preparation:**

Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival. An additional charge of NA will be incurred should this occur.

8. **Term/Price Increase After 1<sup>st</sup> Year:**

This Agreement is binding on both parties for a period of one (1) year. After the first year, this Agreement will self-renew for subsequent one (1) year periods unless cancelled by either party with thirty (30) days advance written notice. Western has the right to increase the annual service fee after the first year by an amount not to exceed the Consumer Price Index or by an amount not to exceed seven percent (7%), whichever is greater.

9. **Year in Advance Discount:**

A discount of 5% will be granted if payment is made in full for the year in advance. Check here  if payment for the year is to be made in full.

**Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the accompanying GENERAL TERMS & CONDITIONS and that no other terms apply.**

ACCEPTED BY:

CUSTOMER: \_\_\_\_\_ DATE: March 24, 2026 TITLE: \_\_\_\_\_

WESTERN PEST: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_



# Pest Elimination Agreement

Visit us at our website: www.westernpest.com

1. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION			SERVICE INFORMATION		
DATE March 24, 2026	NAME Village of Nyack - Village Hall		PREMISE ADDRESS Nyack DPW	63 Catherine Street	
WESTERN REP David Rizzi	STREET 9 N Broadway		CITY Nyack	STATE NY	ZIP 10960-2422
FOR SERVICE CALL 201-612-8081x 1	CITY Nyack	STATE NY	ZIP 10960	SERVICE AREA DESCRIPTION Exterior & Interior general pest control including break room, main garage & exterior bait stations.	
CUSTOMER'S E-MAIL ADDRESS administrator@nyack.gov	BILLING CONTACT Andy Stewart, Village Administrator	PHONE 845-358-3581	SERVICE CONTACT Andy Stewart	PHONE (o) 845-358-3734	

## 2. Covered Pests under this Agreement: Cockroaches, Mice and Rats.

**Additional Pests Covered:** Non-wood boring Ants (i.e., Sugar Ants, Pavement Ants)

**Service Exclusions.** Customer understands that this Agreement does not cover other pests including Termites, Carpenter/Fire/Pharaoh/Raspberry Crazy Ants, Bed Bugs, Mosquitoes, Brown Recluse Spiders, Birds and Wildlife. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum cannot be waived by the Customer or any employee or agent of Western.

## 3. Intensive Treatment:

Western's goal is to control all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEE 100 + SERVICE FEE 75 = 175 plus tax if applicable  
(Total 1st month bill)

## 4. Service:

Western's program provides for inspection and treatment scheduled 1x per MONTH for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

SERVICE FEES \$75 plus tax if applicable  Per Month  Per Service

## 5. Release and Limitation of Liability:

Customer expressly releases Western from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Western. Customer agrees that under no circumstances shall Western be liable for any amount greater than the amount paid by the Customer to Western for the services provided at the affected location(s). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

6. **Optional Clause:** NO PRICE INCREASES FOR 24 MONTHS - Please see and initial Addendum A for complete program details.

## 7. Customer Preparation:

Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival. An additional charge of NA will be incurred should this occur.

## 8. Term/Price Increase After 1<sup>st</sup> Year:

This Agreement is binding on both parties for a period of one (1) year. After the first year, this Agreement will self-renew for subsequent one (1) year periods unless cancelled by either party with thirty (30) days advance written notice. Western has the right to increase the annual service fee after the first year by an amount not to exceed the Consumer Price Index or by an amount not to exceed seven percent (7%), whichever is greater.

## 9. Year in Advance Discount:

A discount of 5% will be granted if payment is made in full for the year in advance. Check here  if payment for the year is to be made in full.

**Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the accompanying GENERAL TERMS & CONDITIONS and that no other terms apply.**

## ACCEPTED BY:

CUSTOMER: \_\_\_\_\_ DATE: March 24, 2026 TITLE: \_\_\_\_\_

WESTERN PEST: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_



# Pest Elimination Agreement

Visit us at our website: [www.westernpest.com](http://www.westernpest.com)

1. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION			SERVICE INFORMATION		
DATE March 24, 2026	NAME Village of Nyack - Village Hall	PREMISE ADDRESS Nyack Water Department	230 Route 59		
WESTERN REP David Rizzi	STREET 9 N Broadway	CITY West Nyack	STATE NY	ZIP 10994-2031	
FOR SERVICE CALL 201-612-8081x 1	CITY Nyack	STATE NY	ZIP 10960	SERVICE AREA DESCRIPTION Interior rodent and general pest control for 2 floors and basement, including lunch room, loading dock, office & brass room.	
CUSTOMER'S E-MAIL ADDRESS administrator@nyack.gov	BILLING CONTACT Andy Stewart, Village Administrator	PHONE 845-358-3581	SERVICE CONTACT Brian	PHONE (o) 845-358-3734	

## 2. Covered Pests under this Agreement: Cockroaches, Mice and Rats.

**Additional Pests Covered:** Non-wood boring Ants (i.e., Sugar Ants, Pavement Ants)

**Service Exclusions.** Customer understands that this Agreement does not cover other pests including Termites, Carpenter/Fire/Pharaoh/Raspberry Crazy Ants, Bed Bugs, Mosquitoes, Brown Recluse Spiders, Birds and Wildlife. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum cannot be waived by the Customer or any employee or agent of Western.

## 3. Intensive Treatment:

Western's goal is to control all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEE 75 + SERVICE FEE 70 = 145 plus tax if applicable  
(Total 1st month bill)

## 4. Service:

Western's program provides for inspection and treatment scheduled 1x per MONTH for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

SERVICE FEES \$65 plus tax if applicable  Per Month  Per Service

## 5. Release and Limitation of Liability:

Customer expressly releases Western from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Western. Customer agrees that under no circumstances shall Western be liable for any amount greater than the amount paid by the Customer to Western for the services provided at the affected location(s). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

## 6. ~~Optional Clause:~~ NO PRICE INCREASES FOR 24 MONTHS - Please see and initial Addendum A for complete program details.

## 7. Customer Preparation:

Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival. An additional charge of NA will be incurred should this occur.

## 8. Term/Price Increase After 1st Year:

This Agreement is binding on both parties for a period of one (1) year. After the first year, this Agreement will self-renew for subsequent one (1) year periods unless cancelled by either party with thirty (30) days advance written notice. Western has the right to increase the annual service fee after the first year by an amount not to exceed the Consumer Price Index or by an amount not to exceed seven percent (7%), whichever is greater.

## 9. Year in Advance Discount:

A discount of 5% will be granted if payment is made in full for the year in advance. Check here  if payment for the year is to be made in full.

**Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the accompanying GENERAL TERMS & CONDITIONS and that no other terms apply.**

## ACCEPTED BY:

CUSTOMER: \_\_\_\_\_ DATE: March 24, 2026 TITLE: \_\_\_\_\_

WESTERN PEST: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_



# Pest Elimination Agreement

Visit us at our website: [www.westernpest.com](http://www.westernpest.com)

1. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION			SERVICE INFORMATION		
DATE March 24, 2026	NAME Village of Nyack - Village Hall		PREMISE ADDRESS Nyack Boat Marina & Memorial Park		
WESTERN REP David Rizzi	STREET 9 N Broadway		CITY Nyack	STATE NY	ZIP 10960
FOR SERVICE CALL 201-612-8081x 1	CITY Nyack	STATE NY	ZIP 10960	SERVICE AREA DESCRIPTION Marina: bottom of Burd Street - Grounds & parking lot, N. side of "Inlet Bridge"	
CUSTOMER'S E-MAIL ADDRESS administrator@nyack.gov	BILLING CONTACT Andy Stewart, Village Administrator		PHONE 845-358-3581	SERVICE CONTACT Andy Stewart, Village Administrator	
				PHONE (o) 845-358-3581	

## 2. Covered Pests under this Agreement: Cockroaches, Mice and Rats.

Additional Pests Covered: \_\_\_\_\_

**Service Exclusions.** Customer understands that this Agreement does not cover other pests including Termites, Carpenter/Fire/Pharaoh/Raspberry Crazy Ants, Bed Bugs, Mosquitoes, Brown Recluse Spiders, Birds and Wildlife. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum cannot be waived by the Customer or any employee or agent of Western.

## 3. Intensive Treatment:

Western's goal is to control all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEE 90 + SERVICE FEE 145 = 235 plus tax if applicable  
(Total 1st month bill)

## 4. Service:

Western's program provides for inspection and treatment scheduled 1x per MONTH for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

SERVICE FEES \$145 plus tax if applicable  Per Month  Per Service

## 5. Release and Limitation of Liability:

Customer expressly releases Western from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Western. Customer agrees that under no circumstances shall Western be liable for any amount greater than the amount paid by the Customer to Western for the services provided at the affected location(s). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

## 6. Optional Clause: NO PRICE INCREASES FOR 24 MONTHS - Please see and initial Addendum A for complete program details.

## 7. Customer Preparation:

Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival. An additional charge of NA will be incurred should this occur.

## 8. Term/Price Increase After 1<sup>st</sup> Year:

This Agreement is binding on both parties for a period of one (1) year. After the first year, this Agreement will self-renew for subsequent one (1) year periods unless cancelled by either party with thirty (30) days advance written notice. Western has the right to increase the annual service fee after the first year by an amount not to exceed the Consumer Price Index or by an amount not to exceed seven percent (7%), whichever is greater.

## 9. Year in Advance Discount:

A discount of 5% will be granted if payment is made in full for the year in advance. Check here  if payment for the year is to be made in full.

**Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the accompanying GENERAL TERMS & CONDITIONS and that no other terms apply.**

## ACCEPTED BY:

CUSTOMER: \_\_\_\_\_ DATE: March 24, 2026 TITLE: \_\_\_\_\_

WESTERN PEST: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_



# Pest Elimination Agreement

Visit us at our website: [www.westernpest.com](http://www.westernpest.com)

1. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION		SERVICE INFORMATION	
DATE March 24, 2026	NAME Village of Nyack - Village Hall	PREMISE ADDRESS Nyack Senior Center	90 Depew Ave
WESTERN REP David Rizzi	STREET 9 N Broadway	CITY Nyack	STATE ZIP NY 10960
FOR SERVICE CALL 201-612-8081x 1	CITY STATE ZIP Nyack NY 10960	SERVICE AREA DESCRIPTION Interior rodent and general pest control for activity room,	
CUSTOMER'S E-MAIL ADDRESS administrator@nyack.gov	BILLING CONTACT Andy Stewart, Village Administrator	PHONE 845-358-3581	SERVICE CONTACT JEAN
			PHONE (845) 353-1311

**2. Covered Pests under this Agreement: Cockroaches, Mice and Rats.**

**Additional Pests Covered:** Non-wood boring Ants (i.e., "Sugar Ants," Pavement Ants)

**Service Exclusions.** Customer understands that this Agreement does not cover other pests including Termites, Carpenter/Fire/Pharaoh/Rasberry Crazy Ants, Bed Bugs, Mosquitoes, Brown Recluse Spiders, Birds and Wildlife. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum cannot be waived by the Customer or any employee or agent of Western.

**3. Intensive Treatment:**

Western's goal is to control all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEE 75 + SERVICE FEE 75 = 150 plus tax if applicable  
(Total 1st month bill)

**4. Service:**

Western's program provides for inspection and treatment scheduled 1x per MONTH for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

SERVICE FEES \$75 plus tax if applicable  Per Month  Per Service

**5. Release and Limitation of Liability:**

Customer expressly releases Western from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Western. Customer agrees that under no circumstances shall Western be liable for any amount greater than the amount paid by the Customer to Western for the services provided at the affected location(s). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

**6. Optional Clause:** NO PRICE INCREASES FOR 24 MONTHS - Please see and initial Addendum A for complete program details.

**7. Customer Preparation:**

Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival. An additional charge of NA will be incurred should this occur.

**8. Term/Price Increase After 1<sup>st</sup> Year:**

This Agreement is binding on both parties for a period of one (1) year. After the first year, this Agreement will self-renew for subsequent one (1) year periods unless cancelled by either party with thirty (30) days advance written notice. Western has the right to increase the annual service fee after the first year by an amount not to exceed the Consumer Price Index or by an amount not to exceed seven percent (7%), whichever is greater.

**9. Year in Advance Discount:**

A discount of 5% will be granted if payment is made in full for the year in advance. Check here  if payment for the year is to be made in full.

**Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the accompanying GENERAL TERMS & CONDITIONS and that no other terms apply.**

**ACCEPTED BY:**

CUSTOMER: \_\_\_\_\_ DATE: March 24, 2026 TITLE: \_\_\_\_\_

WESTERN PEST: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

# village of Nyack

2125  
75  
100  
75  
90  
75  

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16,885

Andy Stewart, PhD, Village Administrator

*Prepared by David Rizzi*

March 11, 2026





**Norway rats** present a particularly serious challenge for a riverfront community like the Village of Nyack, where dense commercial corridors, historic buildings, and active waterfront infrastructure create ideal conditions for rodents to thrive.

Their constant gnawing can compromise older foundations, utility lines, and storage areas, leading to costly repairs for local businesses and potential service disruptions along Main Street, Broadway, and the surrounding commercial districts.

For residents, Norway rats introduce health risks by spreading pathogens, contaminating food sources, and damaging homes—issues that can quickly erode the sense of safety and cleanliness that Nyack’s neighborhoods depend on.

Left unchecked, their rapid reproduction allows isolated infestations to spread through alleys, sewers, and waterfront access points, straining municipal resources and diminishing the welcoming environment that supports tourism, dining, and small-business vitality.

**A coordinated, professional pest-management strategy is essential to protect Nyack’s infrastructure, safeguard public health, and preserve the village’s reputation as a vibrant place to live, work, and visit.**

## Village Hot Spots

- **ZONE 1: Main Street – Franklin to Broadway, +Bridge and Cedar Streets**
- **ZONE 2: Broadway – Main to Cedar Hill Ave**
- **ZONE 3: Depew Ave – Broadway to Main St.**



**Zone 1: Main Street from Franklin to Broadway, including Bridge Street and Cedar Street.**



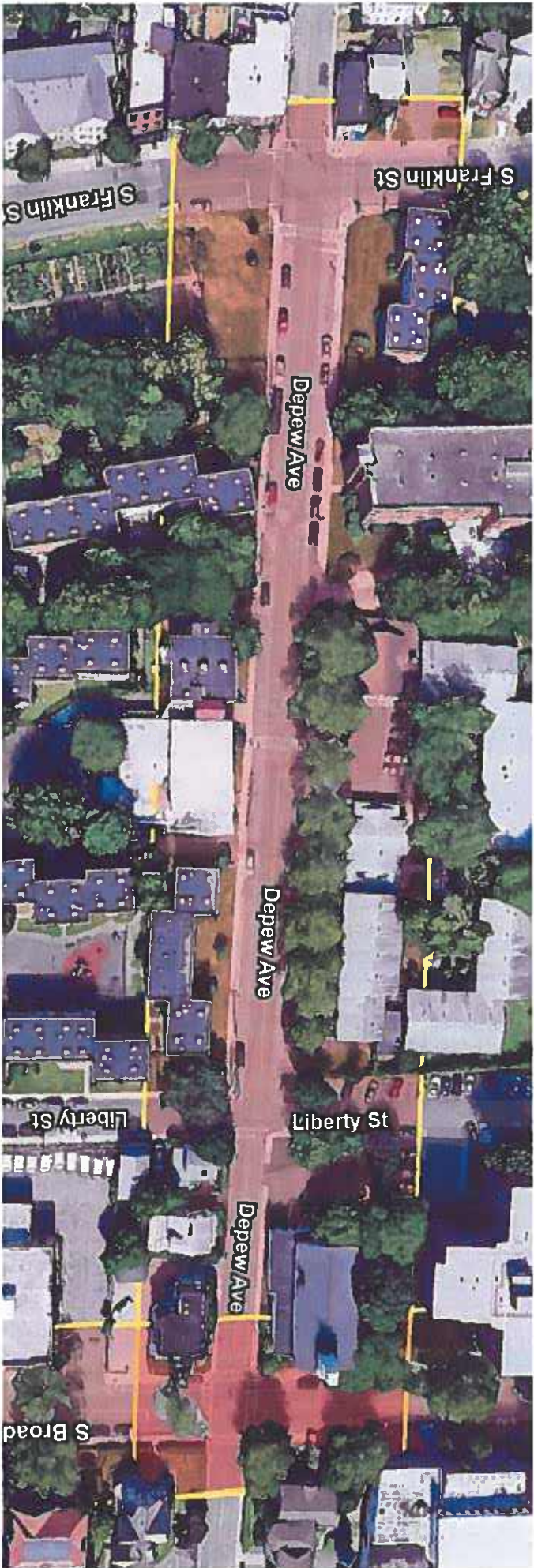


**Zone 2: Broadway from Main Street to Cedar Hill Avenue**





**Zone 3: Depew Ave, from Broadway to Franklin**





### Weighted Landscape iQ

Each Weighted Landscape® iQ® tray comes with a fully integrated battery, proprietary sensor and antenna, that is water and weather-proof. The sensors collect timestamps of rodent activity and communicate via Bluetooth® technology to the Bell Sensing App when technicians are on site doing their service. The data gathered will empower PMPs to improve their service, knowing when to add additional rodent stations or rodenticide, or where to move stations to win the fight against rodents.



**LANDSCAPE<sup>®</sup> iQ**  
**WEIGHTED**

**WESTERN**  
**PEST SERVICES**  
Consider it Done.®

# Proposed:

- **Install Bell Labs' "Landscape style" exterior rodent bait stations with Bluetooth technology along hot spots within the existing tree corrals**
- **Where tree corrals are *not* present, to provide continuous, systemic baiting, we will use suspended sewer baiting so that there are no gaps in treatment prevalence.**
- **Provide service and inspection of these bait stations, along with the wider hot zones in general, 4 x per month.**
- **Upon discovery of a rat burrow during a technician's site visit, that burrow will be flagged and a CO2 treatment and burrow collapse will be triggered and scheduled. The costs of this are included within the program fees, permitting quick turnaround on any burrow destruction.**
- **Given the trend reporting available with the Bell Labs' exterior bait stations, our technicians will be able to redeploy or add bait stations off the intel gathered from the individual stations themselves.**
- **Trend reporting provided after each zone is serviced and inspected, emailed to a designated e-mailbox of your choice.**

*Please see attached Commercial Pest Elimination Agreement for program pricing and details.*



# How We'll Execute Proposed Plan:

## INTENSIVE PORTION (4 WEEKS):

Includes all proposed equipment, diligent setting-up and staking of Landscape Bait stations. ~~Includes sewer baiting deployment~~ We'll be digitally mapping zones, precise location of Bell bait stations, and setting - up weekly reporting. We'll conduct intent inspections to identify and flag existing burrows.

## 4 TIMES A MONTH/MAINTENANCE PORTION:

Methodical inspections of hot zones organized by week, maintenance of bait stations including cleaning and rebaiting, aggregation of activity data and trending, and destruction of burrows. Reporting will be provided A.) based on activity gathered by the bait stations, and B.) via the real-time service reports and recommendations generated by our technician's visit.

*Thank You!*

# KAMDYN MOORE

[www.linkedin.com/in/kamdynmoore](https://www.linkedin.com/in/kamdynmoore) \ [kamdyn.moore@gmail.com](mailto:kamdyn.moore@gmail.com) \ New York, Hybrid, Remote - EST, PST

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I am a strategic organizational leader with over fifteen years of experience building and scaling high-performing, multidisciplinary teams—spanning disciplines from urban planning and industrial design to the digital products used by millions. I specialize in transforming complex, high-velocity organizations: operationalizing design functions, elevating program management into strategic partnerships, and creating the conditions that allow exceptional teams to do their best work.

My approach is rooted in values-driven leadership—building operating models that foster trust, prioritize clarity, and embed Design as a recognized driver of business outcomes. **I build for impact, not visibility—because the best infrastructure is the kind that simply works.**

Outside of work, I've been known to bake award-winning pies and throw clay pots.

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## EXPERIENCE \

### **Block (Cash App, Square, Tidal, Afterpay)**

**Director, Design Program Management** | July 2024 - Mar. 2026

I led the Design Program Management function across Cash App, serving as the strategic and operational backbone for design delivery at one of Block's most complex and high-velocity product organizations. I built and directed a team of DPMs embedded across the business's highest-priority initiatives, establishing the vision, operating model, and standards that elevated the DPM function from execution support to a recognized strategic partner across Design, Product, and Engineering. Highlights include:

- Authored and drove the operational strategy that repositioned the DPM function as the connective tissue across Cash App's product design organization—aligning team deployment, operating standards, and success metrics to Block's company-wide roadmap priorities.
- Led the launch strategy and product development delivery rhythms for Cash App's Bundled Release process, introducing scoped milestones, clear deadlines, and tighter cross-functional coordination across competing workstreams, and between Marketing and Product Development teams.
- Stabilized a design org navigating rapid change by formalizing operating rhythms including Scrum, Focus Days, Unblock sessions, and Demo Days—rebuilding trust, predictability, and cross-functional cohesion across Cash Product Design.
- Championed a “minimum viable process” approach to operational tooling—leading the standardization of Linear across Cash Product Design to improve data quality, portfolio visibility, and leadership's ability to make informed, real-time decisions; laying the groundwork for AI-assisted operations scalable beyond Cash PD.
- Redesigned leadership communication infrastructure—clarifying channel ownership, streamlining communications cascades, and improving cohesion across the design and product development organization.

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## Spotify

**Senior Manager, Global R&D and Tech Enablement Lead** | Mar. 2023 - Mar. 2024

**Senior Manager, Global Design Operations** | Dec. 2020 - Mar. 2023

**Principal Program Manager, Design Systems** | Sept. 2019 - Dec. 2020

I was promoted through the organization from a Senior IC role into Senior Management, where I led a global remote team of more than 20 program managers and ops specialists. Together, we drove the operational strategy across Spotify's Design, Product, Engineering and Research functions. I was accountable for a portfolio of programs encompassing Accessibility, UI Systems, Content Merchandising, Productivity Workflow, and Talent Enablement. Highlights include:

- Coached, mentored, and retained a best-in-class multidisciplinary team—serving as Manager of Managers and operational bridge to Executive Design, Product, and Engineering leadership, driving alignment across organizational design, change management, risk mitigation, and delivery strategy across multiple domains simultaneously.
- Co-led the strategy, development, and launch of [Encore](#), Spotify's comprehensive family of design systems and productivity tooling—aligning design foundations, roadmap priorities, and seamless integration into org-wide product development lifecycles.
- Launched six new learning and development curricula within 10 months, achieving a 98% satisfaction rate among participants; led Spotify's first-ever Internal Conference Week, driving 87% engagement across the entire organization.
- Oversaw a \$6M+ OpEx budget and front-end product development tech stack—securing a 25% cost savings on Figma's Enterprise renewal and eliminating redundant tooling to achieve a 36% cost reduction, equivalent to \$850K in savings.

## Automattic

**Interim Director, Design Operations** | July 2019 - Sept 2019

**Principal Program Manager, Design Systems** | Nov. 2018 - July 2019

I provided operational guidance to the CEO and Design leadership to overhaul the organizational structure of the 55+ person Product Design team following the departure of the Head of Design—leading change management practices and ensuring transparent, consistent communications throughout the transition. As Principal Program Manager, I partnered with design and engineering to establish Wordpress.com's design system from the ground up, driving roadmap prioritization, senior stakeholder management, cross-team adoption, and end-to-end workstream delivery.

## Condé Nast

**Director, Product Development Operations** | Jan. 2018 - Nov. 2018

**Operations Lead, Design & UX** | Aug. 2016 - Dec. 2017

I was elevated to lead a small team of project managers driving workflow efficiency and collaboration across the 300+ person product development organization—orchestrating the org-wide adoption of OKRs and establishing health metrics for data-driven decision-making across product, design, and engineering. In a role akin to Chief of Staff to the VP of Design & UX, I doubled the size of the 30+ person design team, implementing planning

# KAMDYN MOORE

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rhythms, utilization forecasting, and streamlined processes that empowered creatives to deliver across the entire Condé Nast digital portfolio.

## Smart Design

**Senior Program Manager** | May 2014 - July 2016

**Project Manager** | Oct. 2013 - May 2014

I successfully managed a diverse portfolio of client programs including service design, industrial design and hardware/software interactive programs with budgets ranging from \$20K to \$1M+. I led the successful and on-time delivery of multiple simultaneous programs while effectively optimizing resource and staffing allocations to maximize impact. I played a key role in enhancing business development efforts by nurturing long-term client relationships and offering strategic insights to future scopes of work, budgets and expectations.

**Notable Clients:** Schneider Electric, Kimberly Clark, Cardinal Health, Regeneron, Sanofi, Upstream USA, OXO, Estée Lauder Companies, Ford, Google.

## Two Twelve

**Business Development & Marketing Manager** | Oct 2011 - Oct 2013

I generated over \$6M in new business during my tenure by producing and coordinating business proposals across a variety of wayfinding and public information projects, from cities and stadiums to hospital and university campuses. I cultivated and sustained cross-disciplinary relationships with clients, prospects, and industry leaders to drive growth, foster valuable partnerships, and capitalize on new business opportunities.

**Notable Clients:** Community of Newport, The City of Provo Utah, Shelby Farms, NYU Langone Medical Center, Weill Cornell Medical College, Macy's Herald Square, Dubai Mall, Emaar Square.

## NYC Mayors Office of Long Term Planning & Sustainability

**Climate Policy Intern** | 2008/9

As a Masters Candidate, I worked with leading Climate Scientists and New York City Business Leaders to design, develop, and produce the Climate Risk Information Report released by Mayor Michael Bloomberg in February 2009. The Report was designed to inform public policy and increase current and future resiliency of city-wide systems to the impacts of climate change.

## Consolidated Design Studios

**Project Designer** | Mar. 2007 - June 2008

I designed, developed and managed large, high-end residential and retail design projects, from furniture and fixture selection to construction drawings, documentation and on-site construction supervision.

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## EDUCATION \

**Pratt Institute** | MSc, Sustainable Environmental Systems, Urban Planning & Public Policy | 2010

**The New School, Parsons School of Design** | BFA, Interior Architecture & Design | 2006

**The New School, Eugene Lang College for Liberal Arts** | BA, Art in Context, Cultural Anthropology | 2006

## SPEAKING, WRITING & TEACHING \

Present \ [adplist.org](https://adplist.org), Mentor

2025 \ [AIICo AllDay](#) | Internal Conference, Speaker

2024 \ [Design Conductors, Your Essential Guide to Design Operations](#), Contributor

2024 \ **Design Leadership Summit** | Scaling Design Teams, Speaker

2022 \ [Growing, Scaling & Tuning: Meet Spotify's Head of Design Operations](#), Co-Author

2021 \ [Measuring, Defining, and Improving Productivity: The Design Productivity Blueprint](#), Co-Author

2019 \ **Design Ops Summit** | Deep Dive into Values and Outcomes, Speaker

2007-2011 \ **Parsons School of Design** | Architectural Drafting by Hand, Part-time Faculty

## TOOLS & TECHNOLOGY \

**Design & AI Tooling** | Figma, Miro, Cursor, V0, Figma MCP, Claude, Claude Code, ChatGPT, Gemini, etc.

**Project Management** | Linear, Sheets, JIRA, Github, Airtable, Notion, Salesforce, etc; Certified Scrum Master

# nexamp

**The Power of Community Solar:  
Savings for Residents,  
Revenue for Your Organization**



# Nexamp: Driving Clean, Simple, Accessible Energy for All

## Who Is Nexamp?

We're a mission-based solar energy and storage company headquartered in Boston and Chicago. Since 2007, we've been working with communities, businesses, and municipalities to make clean energy simple and accessible. Our subscribers receive credits on their electricity bills, and everyone benefits from a brighter world.

## By the Numbers



**70,000+**

direct energy  
customers



**\$275**

average annual  
savings per community  
solar customer



**500,000**

metric tons of CO2  
averted



**1.5 GW**

operational and  
construction projects



**720 GWH**

annually being  
produced on all  
Nexamp farms



**250+**

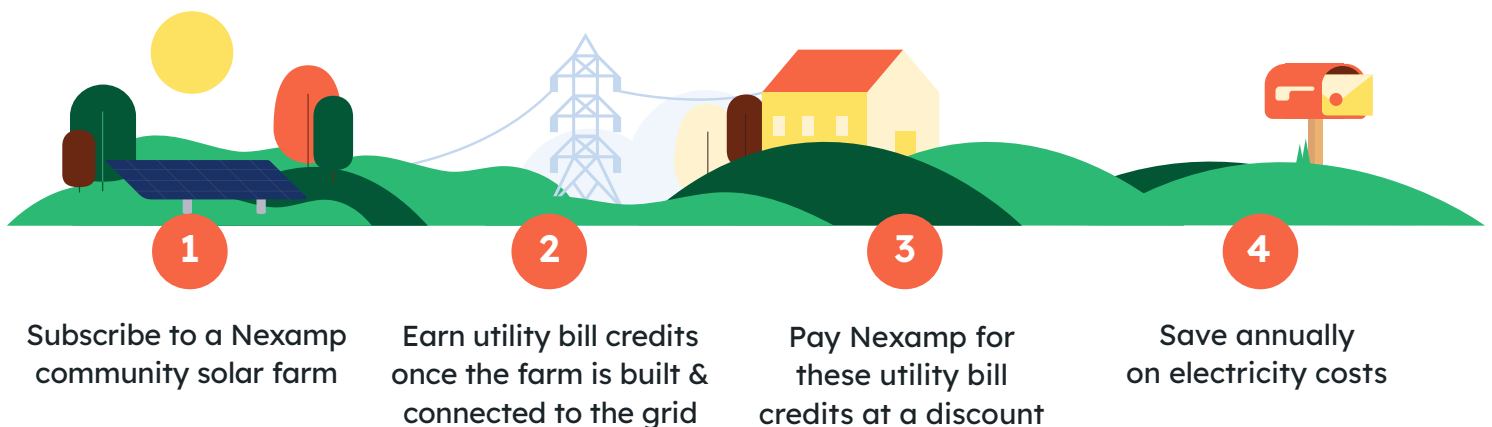
completed projects

# Nexamp Community Solar: A Simple Path to Electricity Savings

## What Is Community Solar?

Community solar is an easy way for homeowners, renters, and businesses to save on electricity costs. Subscribers receive utility bill credits in exchange for supporting clean energy. There are no sign-up fees, no installations, and no need to switch utilities. It's a win for your wallet and the world.

## How Does It Work?



# Unlock Savings & a Brighter Future for Your Residents

Offer your community 15% electricity savings through Nexamp Community Solar and pave the way toward a brighter future.

## How Do Residents Subscribe?

- The enrollment process starts at a Nexamp event or at Nexamp.com.
- Households submit information through our online form.
- They receive a Community Solar Subscription Agreement to sign, which reserves their share of the farm.

## How Do Residents Benefit?

**Electricity Savings:** Subscribers save 15% on annual electricity costs, lowering the energy burden for lower-income houses.

**Stronger Local Grid:** Clean energy is fed into the local grid, enhancing reliability and resilience.

**Better Air Quality:** Air quality is improved as the community transitions away from fossil fuels.

**Cleaner Future:** Carbon emissions are reduced which supports a stronger, cleaner future.



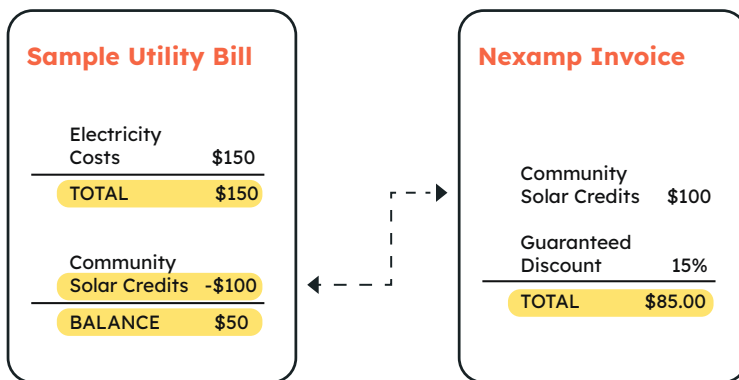
# Shedding Light on Your Community's Solar Savings

Subscribing to Nexamp Community Solar is an easy way to save 15% on annual electricity costs without switching providers.

## Billing Breakdown

Subscribers receive two bills, one from Nexamp and one from their utility, minus the credits they earned from the farm.

Community solar credits are applied to their utility bill. Nexamp invoices them for these credits at a 15% discount.



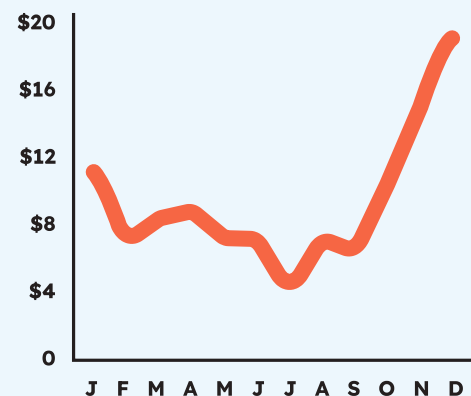
### In this example:

- The customer used \$150 worth of electricity.
- Their share of the farm generated \$100 worth of community solar credits.
- They pay the \$50 difference to their utility company.
- They pay Nexamp for the community solar credits they received, but at a 15% discount.

## How Much Do Subscribers Save?

At Nexamp, we're committed to providing you with significant savings through clean energy, though it's important to note that these savings will fluctuate seasonally.

Over the course of a year, a subscriber's savings will align with their discount rate, supporting their wallet and the world!



# Empowering Communities With Unrestricted Revenue

Unlike restricted grants that must be spent on predetermined projects, Nexamp provides unrestricted revenue, empowering you to support your community in the ways you know best.

**Lunch Programs:** Offer nutritious meals to those in need, ensuring no one goes hungry.

**Utility Bills:** Help cover essential services, keeping the lights on and water running for community facilities.

**Staff Salaries:** Reward the hardworking individuals who drive your community's initiatives, providing them with the financial appreciation they deserve.

**New Community Programs:** Whether it's starting a literacy project, a green space initiative, or a youth empowerment workshop, launch programs that resonate with your community's unique needs and dreams.

“Our agency became an Illinois Solar for All grassroots educator to bring real energy savings to our LIHEAP customers. Through our partnership with Nexamp, we're making a positive impact in their lives with clean, affordable solar energy.”

Kathy Walk, CEFS

“In 2010, as my son was turning 18 and becoming eligible for selective service, I attended my first workshop about bringing solar to our lower-income families...At that moment, I realized it was imperative that we find better solutions for our energy.”

Mindy Browning, ERBA

# Partner with Nexamp: Unlock Unrestricted Revenue and Community Benefits

We work with community organizations, community action agencies, affordable housing providers, and municipalities to welcome lower-income subscribers into our Community Solar program.

## Community Engagement Process

- Together, we create co-branded outreach materials. Postage and printing are on us.
- You distribute the materials to your community without sharing personal information with us.
- Nexamp follows up with interested households to nurture relationships and guide enrollment.



## Benefits

- 15% discount on energy costs for your community
- Local renewable power that reduces pollution, builds grid resilience, and creates local jobs.
- Compensation for enrolled customers, providing you with an unrestricted revenue stream.
- No exclusive contracts.
- Reimbursement for all direct expenses, such as postage and printing.

## Partners



# Beyond Energy: Nexamp's Impact in Host Communities

Nexamp is dedicated to not just powering communities with renewable energy but also enriching lives and environments in meaningful ways.



**Shoe Drives:** In partnership with Asbury UMC in Frederick, MD to collect shoes for those in need.

**Annual Community Block Party:** Celebrating community spirit with our CAP partners in Frederick, MD



**Coat Drives:** Organizing events to gather fall and winter coats.



**Community Gardens:** Supporting residents of Frederick, MD with communal green spaces.

## Meet the Team



**Juan Parra**  
Director of  
Community  
Engagement



**Stephanie McCummings**  
Senior  
Community  
Engagement  
Manager



**Jermaine Armstead**  
Community  
Engagement  
Manager

**Help your residents reduce their energy costs**

For more information, please email us at  
[CommunityEngagement@nexamp.com](mailto:CommunityEngagement@nexamp.com)



211 N. 12th St.  
Lincoln, NE 68508  
arborday.org

Mayor Joe Rand  
9 N Broadway  
Nyack Village Hall  
Nyack, NY 10960

Dear Mayor Joe Rand,

On behalf of the Arbor Day Foundation as we celebrate the 50th Anniversary of the Tree City USA program, I'm happy to extend my warmest congratulations to Nyack on receiving a 2025 Tree City USA recognition. This well-deserved recognition is a testament to your community's unwavering commitment to the planting, care, and celebration of trees.

In an era where cities and towns are facing increasing challenges related to air quality, public health, and climate resilience, nurturing urban forests has never been more important. By prioritizing tree stewardship, you've not only helped enhance Nyack's livability, but you've also invested in a healthier, more sustainable future for your residents.

The Arbor Day Foundation's Tree City USA program has a long legacy of supporting a nationwide network of passionate organizers and tireless tree planters. Since 1976, we've recognized thousands of communities of all sizes that have created and maintained green spaces. While we all work in different corners of the country, we are working in unison to create positive change through trees.

To be named a Tree City USA is to be part of something bigger.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. To that end, we've included a press release for you to distribute at your convenience. A digital copy of the press release and other materials can be found in the Tree City USA Resource Center online at [arborday.org/TreeCitytoolkit](http://arborday.org/TreeCitytoolkit).

Once again, congratulations on this outstanding achievement and thank you for your dedication to Nyack's tree canopy. We believe cities that take care of their trees, take care of their people.

Best Regards,

A handwritten signature in black ink, appearing to read "Dan Lambe".

Dan Lambe  
Chief Executive of the Arbor Day Foundation



**FOR IMMEDIATE RELEASE**

**Nyack Contact:**

{Name}

{Phone}

{Email}

**Arbor Day Foundation Contact:**

Jasmine Putney

Arbor Day Foundation

402-216-9307

[jputney@arborday.org](mailto:jputney@arborday.org)

## **NYACK EARNS 2025 TREE CITY USA RECOGNITION FROM ARBOR DAY FOUNDATION**

**NYACK, New York (2/13/2026)** – The Arbor Day Foundation named Nyack a 2025 Tree City USA in honor of its commitment to plant, grow, and maintain trees to benefit its community.

The Arbor Day Foundation is a global nonprofit with a mission to inspire people to plant, nurture and celebrate trees. Its network of more than a million supporters and partners has helped the organization plant more than 500 million trees in forests and communities across more than 60 countries since 1972. The Tree City USA program has recognized cities and towns that leverage urban forestry to enhance the livability and sustainability of their local area for over 40 years.

"We all have a role to play in shaping our future and tree champions like Nyack are leading the way," said Michelle Saulnier, Vice President of Programs at the Arbor Day Foundation. "Trees are critical infrastructure, building resiliency and fostering good health in our nation's cities. We're proud Nyack is among the Arbor Day Foundation's growing network of communities dedicated to creating positive impact through trees."

In cities and neighborhoods, trees are proven to help mitigate the urban heat island effect, reduce stormwater runoff, improve air quality, and boost mental and physical health. When the right trees are planted in the right places, they can also reduce traffic noise, increase property values, and lower energy costs for homeowners.

{OPTIONAL QUOTE FROM CITY OFFICAL/LOCAL TREE CITY REPRESENTATIVE}

To earn Tree City USA recognition, a city must uphold four core standards including maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry, and participating in an Arbor Day celebration.

The Arbor Day Foundation's Tree City USA program is operated in partnership with the National Association of State Foresters and the USDA Forest Service. To learn more about the program or how to apply, visit [arborday.org](http://arborday.org).

### **About the Arbor Day Foundation**

The Arbor Day Foundation is a global nonprofit inspiring people to plant, nurture, and celebrate trees. They foster a growing community of more than 1 million leaders, innovators, planters, and supporters united by their bold belief that a more hopeful future can be shaped through the power of trees. For more than 50 years, they've answered critical need with action, planting more than half a billion trees alongside their partners. And this is only the beginning.

The Arbor Day Foundation is a 501(c)(3) nonprofit pursuing a future where all life flourishes through the power of trees. Learn more at [arborday.org](http://arborday.org).

**From:** Tony Scotto <tony@dpnbpastashop.com>  
**Sent:** Monday, March 16, 2026 11:45 AM  
**To:** Andy Stewart <Administrator@nyack.gov>  
**Cc:** DPNB <info@dpnbpastashop.com>  
**Subject:** Parklets/bumpouts

**This email originated from outside of the organization.**

Andy,

I wanted to take a moment to write to you and the village board about the importance of the parklets for downtown Nyack. I stopped in the other day for our annual application and was told it will be voted on by the village board for the upcoming April Meeting.

The additional seating for our local restaurants are invaluable as we enter our 5th season post pandemic. People ask as soon as the weather breaks “when are you gonna get the tables out!?”.

It is something many restaurant patrons look forward to.

The start to the new year has not been great for the restaurant industry as a whole and specifically the ones in downtown Nyack due to snow storms causing unforeseen closures, increases in fixed costs such as utilities, and increased cost of goods across the board to name a few. Giving our restaurants the opportunity to balance out these costs is paramount as all of them have factored in the increased revenue come April/May. Some owners I have spoken with are down an unimaginable 35%!

An unmeasurable but certainly beneficial part of the parklets is the liveliness and feel the town has when people are outside enjoying our restaurants. It is true many towns have done away with this but this is what will make sure Nyack stands apart from others, especially since we don't have any waterfront dining.

The issue of parking always comes up, the numbers I ran 5 years ago still hold up. We lose less than 0.7% of parking in the downtown. That number has gone down as the village has restricted and or denied spots over the years. For reference I lose one spot in front of DPNB I can seat 12 guests. They all found parking!

As far as emergency vehicles access. We adhere to strict measurement and installation done by our awesome DPW to ensure there is proper access and clearance for fire, EMS and police.

I'd be happy to answer any other questions and or concerns by the board if need be.

**Best,**

**Chef Tony Scotto**

**DPNB Pasta and Provisions**  
**21 North Broadway**  
**Nyack NY "Drop Pasta Not Bombs" @droppastanotbombs**



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

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

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

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

Signed by:  
Signature: Tadaro-Alt, Tracy  
49491629E37143F...

Date: 3/24/2026 | 8:35:48 AM EDT

### **Insurance Requirements for Use of Village Owned Property**

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

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

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

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

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

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

***Village of Nyack***  
*9 North Broadway*  
*Nyack NY 10960*

### Indemnification and Hold Harmless Agreement

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

Print Name: Tadaro-Ott, Tracy Signature: Signed by:  
*Tadaro-Ott, Tracy*  
49491629E37143F...

Company Name (if applicable): MVP Health Care

Date: 3/24/2026 | 8:35:48 AM EDT

Please sign, date and return to:

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

# the Dip



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- 02** THE TEAM
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- 05** THE MARKETING
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01

# The Concept

## ABOUT

The Dip is a roller skating pop-up event in Nyack, New York. We celebrate our vibrant community through lively music, diverse vendor partners, and a welcoming party atmosphere.

The Dip is not just a place to skate.

**It's where you find your people.**

**Where the music hits different.**

Where you learn to move with confidence, fall with grace, and get back up with style.

**LACE UP and skate The Dip.**



## THE EXPERIENCE

Open to all ages, The Dip is designed to activate Nyack's public space in a way that is joyful, inclusive, and deeply rooted in the community – serving as a catalyst for both community connection and economic vitality.

By diversifying the Village's tourism appeal through experiential programming, The Dip drives foot traffic to local businesses and expands Nyack's draw as a destination for day-trippers from NYC, New Jersey, and the greater Hudson Valley.

## THE EXPERIENCE

[All Year Sports Galaxy](#) will provide the roller rink infrastructure, including flooring, barriers, seating, a designated DJ booth, and two on-site staff for skate rental, booth operations, and liability waivers. Event staff manage admissions, sales, and oversight.

Live DJs will spin throughout the day, with dedicated time slots for our littlest skaters and showcase moments where skilled skaters take the floor. The evening closes with a night skate and special DJ showcase.

THE VIBE



## THE VIBE



A black and white photograph of three roller skaters in a city park. The skater in the foreground is in a low, dynamic pose, leaning back on one leg. The skater in the background is standing upright with arms outstretched. The skater on the right is seen from behind, skating away. The background features a city skyline and a modern building structure.

02

# The Team

## THE TEAM

### Core Team



**Kamdyn Moore**  
*Owner/Operator &  
Director of Events*

**Kamdyn** is a strategy and operations executive with 15+ years of experience leading complex projects at large design and technology companies, with expertise in translating ambitious visions into executable realities.

With a graduate degree in urban planning focused on open space and community design, she brings a rare combination of operational rigor and a deep understanding of how physical spaces shape community wellbeing.

As a biracial member of the LGBTQ+ community, the parent of a teenager, and a Nyack resident for over 10 years, Kamdyn is deeply committed to creating spaces that are as diverse and vibrant as the community itself. The Dip is her proof of concept — not just for an event, but for a new model of in-person, community-centered experiences where people of all generations and backgrounds can find joy, build confidence, and connect in this shared experience.

## THE TEAM

### Advisors & Support Team

#### **Village of Nyack**

*Grant funding provided by the Nyack Tourism Grant.*

#### **Alene Jackson**

*Brand/Marketing Design & Event Advisor*

#### **Sarah Bird**

*Experience Design & Event Advisor*

#### **Melody Partrick**

*Event Advisor*

#### **Jessica Goodman**

*Event Advisor*

#### **Lindsay Siegel**

*Event Advisor*

*Additional support team members, advisors and volunteers will be engaged as needed.*



03

# The Plan



## THE DETAILS

**Date:** Oct. 3rd, 2026. Rain date Oct. 4th

**Hours:** 10:30am–8:30pm

**Location:** Memorial Park, Nyack, NY

**The Rink:** 40' x 80' plastic flooring and barrier fencing located in the parking area along the waterfront; Capacity 80 ppl.

Spectators are welcome to watch from outside the rink, and skates remain on-rink only. The park remains open to the public.

**Food & Drink:** Available via food trucks and local vendors throughout the day.

**Admission:** Pre-purchased or day-of tickets will be available.

**Cost:** \$13 entry; \$7 skate rental. Suggested pricing model, making The Dip accessible to all.

\*pricing subject to change depending on funding



## THE EXTRAS



Balloon canopy



DJ area, speakers, lights



Branded rink banners

## THE EXTRAS



Seating area



Rental skates in all sizes



Branded merch

04

# Proof of Concept

## THE POPULARITY OF POP-UP RINKS

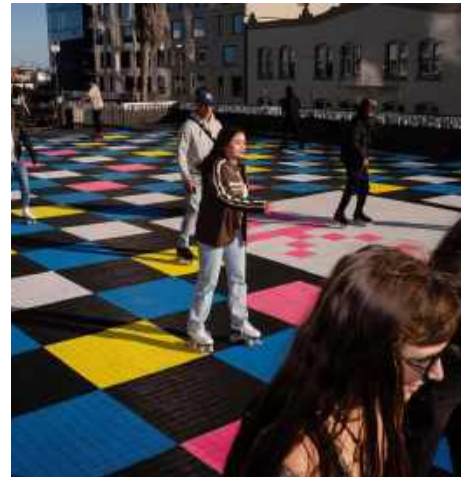
There's something about roller skating that breaks down every barrier — age, background, skill level. It's nostalgic for some, novel for others, and electric for everyone. Communities across the country are rediscovering its pure social energy, proving that people are hungry for exactly this kind of joyful, in-person, shared experience.

**Nyack is ready for its turn.**

## POP-UP ROLLER SKATING EVENTS

### SVN West Rooftop Skate Rink

July–Sept, 2024; San Francisco, CA



Skaters of all skill levels gilded around a pop-up checkered rooftop rink against a backdrop of downtown high rises. The rink was open to all ages from July–mid Sept, with special sessions reserved for 21+. Admission included rental skates and DJ sets, along with concessions for purchase.

## POP-UP ROLLER SKATING EVENTS

### Faena Art's Roller Rink

New York City, Oct 11-12 2025



This site-specific community art collaboration with Amaze, Vogue, Ascend, and Flourish in New York culminated in a bold, 2-day roller rink installation. Free and open to all, the experience included complimentary skate rentals, daily DJ sets, live performances, and culinary pop-ups. Support was provided by Chase Sapphire Reserve.

<https://www.youtube.com/shorts/rqXakKO7HCM?feature=share>

## POP-UP ROLLER SKATING EVENTS

### The Providence Rink Roller Disco Summer POP-UP

Providence, RI

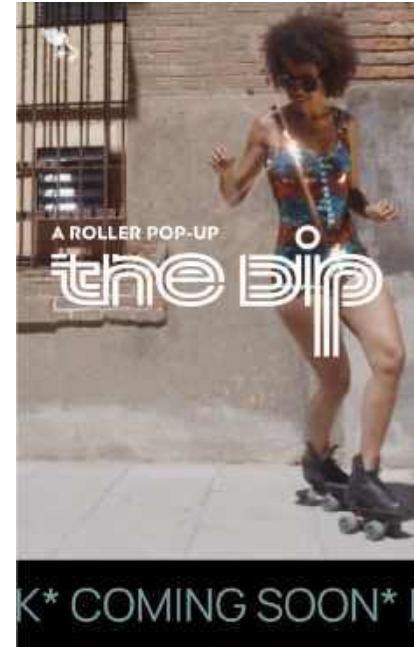


Providence Rink is transformed into a massive outdoor Roller Disco. Participants groove to great music while the pulsing lights and spinning disco ball set the vibe, right in the heart of downtown.



05

# Marketing



Our website is up and running. The public will be directed here for upcoming event details and ticket purchases. Once we make a name for ourselves as a pop-up skating event, we will be able to curate future event listings on our site. [skatethedip.com](https://skatethedip.com)

## MARKETING MATERIALS

Posters, Fliers  
& Handouts



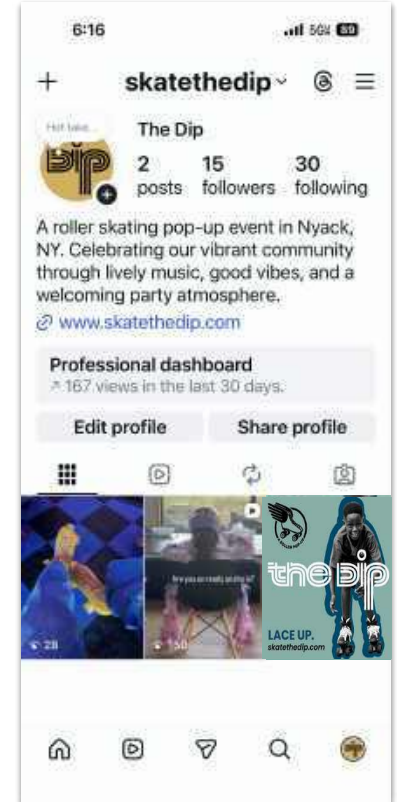
Street banners



Paid  
Campaigns



Social  
Media



06

# The Financials

## THE NUMBERS

### Estimated Cost (year 1)

<b>Rink Rental</b> Flooring, fencing, optional safety equipment, DJ lights & effects, Tables, PA system, tent for skate rental station, changing area with benches, professional operators, full insurance coverage, delivery, setup, removal	<b>\$10,799</b>
<b>Branding</b> Logo concepts, icons, tagline, favicon, color palette, typography, look & feel	<b>\$3,500</b> <i>donated services</i>
<b>Marketing &amp; Asset Creation</b> Image/Video library research & curation, postcards, fliers, environmental signage, rink banner suite, website consultation, social asset concepts & creation	<b>\$9,900</b> <i>donated services</i>
<b>Print Production</b> Production and oversight of all fliers, posters, signage/banners, etc	<b>\$6,500</b> <i>\$500 donated services</i>
<b>Advertising &amp; Paid Media</b>	<b>\$3,500</b> <i>partial grant funding</i>
<b>Experience Design</b> permits, insurance, canopy, DJs, photography, hype skaters, etc.	<b>\$5,000</b>
<b>Event Staffing</b> Rink operators; on-site 4-8 volunteers	<i>volunteer</i>
<b>Estimated Total Cost</b>	<b>\$39,199</b>

## THE NUMBERS

### Estimated Revenue (year 1)

<b>Admissions</b> Assumes 325 skaters. 80% pay \$13; 10% pay \$6.50; 10% pay \$3.25	\$3,699
<b>Skate rental</b> Assumes 80% of skaters require rental; 80% pay \$7; 10% pay \$3.50; 10% pay \$1.75	\$1,593
<b>Merchandise</b> Assumes 40% of 500 attendees purchase; 200 purchases at avg. \$25; Includes shirts, hoodies, socks, stickers, hats	\$5,000
<b>Food &amp; Drink Sales</b> Assumes all revenue goes directly to the vendor	-
<b>Estimated Total Revenue</b>	\$10,292

*Estimated event revenue of is variable by design given the pay-what-you-can model.*

## THE NUMBERS

### Funding Sources

Cost should never be a barrier to community. That is why the Dip aims to operate on a pay-what-you-can model with a suggested pricing model. This means revenue is variable by design – and sponsor support is essential to covering operational expenses and making the model sustainable. The majority of event staffing is volunteer-based, keeping overhead lean and every dollar focused on the experience.

				<b>Seeking funding</b>
Personal investment infusion:	Funded Nyack Tourism grant:	Donated Services:		Total amount we are seeking from 1-6 Sponsors:
—	—	—		—
<b>\$15,000</b>	<b>\$1,250</b>	<b>\$13,900</b>	<b>+</b>	<b>\$15,000</b>

*All sponsors receive logo placement across event materials with additional benefits tailored on an individual basis.*

## THE NUMBERS

### Snapshot

<b>Personal Investment Infusion</b> Founder contribution secured	\$15,000
<b>Nyack's Tourism Grant</b> Secured	\$1,250
<b>Donated Services</b> Branding, marketing & asset creation, print production oversight	\$13,900
<b>Sponsorship Funding Sought</b> 1–6 corporate sponsors; sponsorship benefits tailored individually	<b>\$15,000</b>
<b>Total Funding</b>	<b>\$45,150</b>
<b>Cost Overhead</b>	<b>-\$39,199</b>
<b>Contingency Buffer</b> This contingency provides a healthy first-year buffer to absorb unexpected expenses, weather-related contingencies, and operational variables. For a first-year event, this cushion is intentional and responsible — any surplus will be reinvested directly into future editions of The Dip.	<b>+\$5,951</b>

## Village Partnership Request

We are proud to bring The Dip to Nyack and look forward to partnering with the Village to make it a safe and successful event for the entire community. We respectfully request support in the following areas:

- Outdoor lighting for extended evening hours
- Day-of Orangetown Police presence and visibility; local EMT presence
- Park readiness including restrooms, trash removal, and related park services
- Additional funding and support services, if available

We would welcome additional Village support through active promotion of the event – including features on the Village website and newsletter, posts across official Facebook and Instagram channels, and mention at Village meetings – helping us reach the broadest possible audience across Nyack and the surrounding river towns.

With live DJ programming running throughout the day, we will incorporate scheduled musical breaks to mitigate noise impact on neighboring residents.





# Thank You.

**Kamdyn Moore**

Owner/Operator & Director of Events

[skate@skatethedip.com](mailto:skate@skatethedip.com)

646.303.5300