

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

April 23, 2026 7:00 pm

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

www.nyack.link/youtube

1. **Pledge of Allegiance**
2. **Mayor Rand’s Remarks and Comments from the Village Board of Trustees**
3. **Public Comment on Any Topic (1-3 minutes depending on the quantity of speakers)**
4. **Adoption of Minutes – Minutes 4/9/26**
5. **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.

5.1 Resolution No. 2026-72 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 23, 2026.

RESOLVED, that General Fund Claims set forth on pages 1 through 10 in the below-listed amounts are approved for payment:

General Fund	\$ 204,756.82
Parking Fund	\$ 14,539.22
Water Fund	\$ 1,537.46

5.2 Resolution No. 2025-73 of the Nyack Village Board approving the 2026-2027 General Fund Budget

RESOLVED, that the Nyack Village Board hereby approves the 2026-2027 General Fund Budget for the fiscal year June 1, 2026 through May 31, 2027, and the salaries and wages set forth therein are hereby fixed at the amounts shown therein effective June 1, 2026, and be it further

RESOLVED, that the tax levy is hereby set at \$4,520,940

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Homestead - Town of Orangetown	\$	10.0849	per 1000 Units
Homestead - Town of Clarkstown	\$	15.0455	per 1000 Units
Non-Homestead - Town of Orangetown	\$	15.1257	per 1000 Units
Non-Homestead - Town of Clarkstown	\$	22.5429	per 1000 Units

5.3 Resolution No. 2026-74 Resolution of the Board of Trustees of the Village of Nyack to Authorize a The Local, 4. S Franklin St, to Place a Food Truck on S. Franklin St Parking Space for Cinco de Mayo Event

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the Village Administrator to coordinate placement of a food truck for the Tuesday, May 5, Cinco de Mayo event, 4 PM – 9 PM, pending fire inspector review and approval of vehicle safety permits prior to the event.

5.4 Resolution No. 2026-75 Resolution of the Board of Trustees of the Village of Nyack to Authorize a Four Year Permit to Operate an Ice Cream Truck in the Village

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the issuance of a food truck permit to Muhmad “Mike” Melhees, for the 2026, 2027, 2028, 2029 summer seasons, at an increased fee of \$250/season, and with the stipulation that he will provide free ice cream at four events for Nyack youth per season.

5.5 Resolution No. 2026-76 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from MVP for an Event in Memorial Park

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the issuance of a park use permit to Juliette McKernon of MVP Health Care to conduct a free fitness class for children and caregivers, “Strength and Strollers” Thursdays, from 10-11 AM, April 16- May 21, 2026

5.6 Resolution No. 2026-77 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from Richard Quinn for an Event in Memorial Park

RESOLVED, the Board of Trustees of the Village of Nyack approves the use of Memorial Park lower lawn and gazebo by Richard Quinn for the “Porchfest” event, Saturday, August 22, 2026, to include access to power supply.

5.7 Resolution No. 2026-78 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from William Bird for an Event in Memorial Park

RESOLVED, the Board of Trustees of the Village of Nyack approves the use of Memorial Park lower lawn and gazebo by William Bird for the “Porchfest” event, Saturday, September 26, 2026, to include access to power supply.

5.8 Resolution No. 2026-79 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from Nicole Hines for an Event in Hezekiah Easter Square

RESOLVED, the Board of Trustees of the Village of Nyack approves the use of Hezekiah Easter Square by Nicole Hines for a “Project Clothesline” event sponsored by the Center for Safety and Change in recognition of Sexual Assault Awareness Month, Wednesday, April 29, 2026, 11 AM to 5 PM.

5.9 Resolution No. 2026-80 Resolution of the Board of Trustees of the Village of Nyack to Approve Funding For Youth Programming And Authorizing Agreement With The Nyack Center

WHEREAS, the Board of Trustees is authorized pursuant to New York Village Law § 4-412 to expend Village funds for recreational and youth programming that serves a valid public purpose; and

WHEREAS, the Village of Nyack has, since 2008, supported the provision of youth programming through a partnership with the Nyack Center, a nonprofit organization with experience providing such services to Village residents; and

WHEREAS, the Board of Trustees has determined that the continuation of youth programming serves an important public purpose by providing structured, supervised, and accessible programming for Village youth; and

WHEREAS, the services, to be provided by the Nyack Center, are in the nature of professional services that require specialized expertise, technical or special skills or training, the exercise of professional judgment and/or a high degree of creativity in the performance of the services; and are specifically designed to provide educational programs promoting the

health, safety and welfare of children who reside in the Village, which programs the Village is currently unable to provide with the Village's own in-house staffing.

WHEREAS, on April 23, 2026, the Board of Trustees approved funding for such programming for Fiscal Year 2026–2027 at a level consistent with the prior fiscal year; and

WHEREAS, the Nyack Center is responsible for the design, staffing, and operation of the youth programming and supplements Village funding with private fundraising and other resources; and

WHEREAS, the Village's role is to provide financial support for a community-based program, and not to directly operate or control such programming; and

WHEREAS, the Village has previously issued Requests for Proposals for youth programming, and only the Nyack Center has responded, demonstrating a lack of alternative qualified providers capable of delivering comparable services within the Village; and

WHEREAS, the Board of Trustees has determined that, based on the history of prior solicitations, the demonstrated capacity of the Nyack Center, and the need for continuity of programming, it is appropriate to proceed without issuing a new Request for Proposals for Fiscal Year 2026–2027; and

WHEREAS, this determination is made in accordance with the Village's procurement policy adopted pursuant to New York General Municipal Law § 104-b, which permits the use of alternative procurement methods, including sole-source or single-response procurement, when justified by the circumstances;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby approves funding for youth programming to be provided by the Nyack Center for Fiscal Year 2026–2027; and

BE IT FURTHER RESOLVED, that the Village Administrator is hereby authorized to execute an agreement with the Nyack Center, in a form approved by the Village Attorney, setting forth the terms of such funding, including appropriate reporting and accountability provisions to ensure that the expenditure serves a valid public purpose; and

BE IT FURTHER RESOLVED, that the Board of Trustees reserves the right to solicit proposals for youth programming in future years should additional qualified providers emerge or circumstances change.

5.10 Resolution No. 2026-81 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from Brook Malloy for Closure of Jackson Ave for a Pride Market Event, July 10, 2026.

RESOLVED, the Board of Trustees of the Village of Nyack approves the closure of Jackson Avenue for an Night Market event hosted by the Pride Center on July 10, 2026, 6 – 9 PM, event sponsor to pay costs of DPW labor.

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

7.1 – Orangetown Police Department

7.2 – Village Administrator

7.3 – Village Clerk

8 Old Business

8.1 July 2-5, 2026 events planning

8.2 Memorial Park Shoreline Path amenity sponsorship program

9 New Business

10 Communications

10.1 Andre Smith, permit application for Memorial Park for annual Community Festival and Walk Against Cancer, August 16, 2026, 10 AM – 6 PM.

11 Public Comment

12 Executive Session

13 Adjournment

Village of Nyack
Fiscal Year Ending 5/31/27
Tentative BUDGET (4.15.2026)
Revenues

			<i>Actual 2021-2022</i>	<i>Actual 2022-2023</i>	<i>Actual 2023-2024</i>	<i>Actual 2024-2025</i>	<i>Adopted 2025-2026</i>	<i>Year-To-Date Actual</i>	<i>Proposed 2026-2027</i>	<i>\$ Change</i>	<i>% Change</i>
REAL PROPERTY TAX AND TAX ITEMS											
A.0000.1001	Real Property Tax		3,961,005.28	4,069,810.77	4,168,027.77	4,230,607.57	4,393,250.00	4,393,250.00	4,520,940.00	127,690.00	2.9%
A.0000.1081	Payment in Lieu of Taxes		15,944.70	16,310.85	16,776.40	18,612.85	19,000.00	20,881.27	21,300.00	2,300.00	12.1%
A.0000.1089	Other Property Tax Items		1,210.00	505.00	1,475.00	220.00	500.00	3,215.00	3,000.00	2,500.00	500.0%
A.0000.1090	Interest & Penalties on Real Property Tax		38,133.71	26,858.04	28,916.05	24,947.12	25,000.00	27,391.99	25,000.00	0.00	0.0%
TOTAL			4,016,293.69	4,113,484.66	4,215,195.22	4,274,387.54	4,437,750.00	4,444,738.26	4,570,240.00	132,490.00	3.1%
NON-PROPERTY TAXES											
A.0000.1113	Tax on Hotel Room Occupancy		-	68,034.24	201,940.19	222,084.23	240,000.00	125,202.43	240,000.00	0.00	0.0%
A.0000.1116	Tax on Adult Use Cannabis		-	-	-	330,876.89	400,000.00	274,243.34	450,000.00	50,000.00	12.5%
A.0000.1120	Non-Property Tax Distribution		189,572.00	193,602.00	190,007.00	197,411.00	190,000.00	154,658.00	200,000.00	10,000.00	5.3%
A.0000.1130	Utility Gross Receipt Tax		128,150.72	129,356.03	128,172.58	137,478.76	120,000.00	65,909.13	125,000.00	5,000.00	4.2%
A.0000.1170	Franchise Fees		122,510.86	114,564.73	113,442.45	105,084.40	105,000.00	58,766.90	110,000.00	5,000.00	4.8%
TOTAL			440,233.58	505,557.00	633,562.22	992,935.28	1,055,000.00	678,779.80	1,125,000.00	70,000.00	7.0%
DEPARTMENTAL INCOME											
GENERAL GOVERNMENT											
A.0000.1255	Clerks Fees		10.26	5.25	37.07	374.50	-	-	-	0.00	
A.0000.1289	Other - Building Dept. Legal Ad Fees		2,700.00	2,825.00	3,150.00	1,200.00	2,000.00	-	2,000.00	0.00	0.0%
PUBLIC SAFETY											
A.0000.1540	Fire Inspection Fees		43,401.50	34,780.00	53,757.00	44,061.00	50,000.00	52,969.50	50,000.00	0.00	0.0%
HEALTH											
A.0000.1603	Vital Statistics Fees		56,971.00	54,124.00	53,423.00	63,077.89	50,000.00	49,246.00	55,000.00	5,000.00	10.0%
CULTURE AND RECREATION											
A.0000.2004	Summer Food Program Reimbursables		41,173.00	29,254.00	23,953.00	39,188.00	40,000.00	39,786.00	40,000.00	0.00	0.0%
A.0000.2005	Marina Revenue		55,580.60	52,225.50	42,180.79	47,954.76	42,500.00	11,322.55	44,000.00	1,500.00	3.5%
A.0000.2025	Special Recreation Facility Charges		2,150.00	3,650.00	3,650.00	3,960.00	3,300.00	2,675.00	3,600.00	300.00	9.1%
A.0000.2089	Other Culture & Recreation		36,553.20	36,364.94	41,517.08	42,393.15	40,000.00	42,251.92	40,000.00	0.00	0.0%
HOME AND COMMUNITY SERVICES											
A.0000.2110	Zoning Fees		2,125.00	850.00	1,000.00	5,550.00	2,000.00	3,100.00	2,000.00	0.00	0.0%

A	B	C	D	E	F	G	H	I	J	K	L
6											
7	Account #	Account Name	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Adopted 2025 - 2026	Year-To-Date Actual	Proposed 2026 - 2027	\$ Change	% Change
43	A.0000.2115	Planning Fees	2,525.00	1,450.00	2,650.00	13,875.75	3,000.00	4,850.00	3,000.00	0.00	0.0%
44	A.0000.2120	Fines & Fees - Legal	-	-	-	1,800.00	1,500.00	2,300.00	1,500.00	0.00	0.0%
45	A.0000.2130	Refuse & Garbage Charges	1,975.00	1,950.00	600.00	325.00	325.00	-	-	-325.00	-100.0%
46	A.0000.2150	Sale of Electrical Power	-	-	-	4,511.55	4,200.00	8,465.89	12,000.00	7,800.00	185.7%
47	A.0000.2189	Other Home and Community	-	23,214.03	325.00	17,850.00	18,000.00	18,000.00	18,000.00	0.00	0.0%
48	TOTAL		245,164.56	240,692.72	226,242.94	234,966.86	256,825.00	234,966.86	271,100.00	14,275.00	6.1%
49											
50	INTERGOVERNMENTAL CHARGES										
51	USE OF MONEY AND PROPERTY										
52	A.0000.2401	Interest & Earnings	61.87	16,662.45	64,078.69	56,416.36	50,000.00	68,834.63	65,000.00	15,000.00	30.0%
53	A.0000.2410	Rental of Real Property	800.00	16,360.10	13,500.00	11,200.00	9,600.00	8,000.00	9,600.00	0.00	0.0%
54											
55	LICENSES AND PERMITS										
56	A.0000.2501	Licenses - Other	-	600.00	300.00	150.00	450.00	600.00	600.00	150.00	33.3%
57	A.0000.2555	Building and Alteration Permits	231,651.76	661,954.05	346,863.37	310,430.57	250,000.00	318,897.61	335,000.00	85,000.00	34.0%
58	A.0000.2560	Street Opening Permits	3,000.00	9,900.00	6,000.00	7,800.00	7,000.00	4,800.00	7,000.00	0.00	0.0%
59	A.0000.2590	Permits - Other	64,097.46	143,325.00	49,265.00	22,100.00	7,000.00	34,640.00	7,000.00	0.00	0.0%
60											
61	FINES AND FORFEITURES										
62	A.0000.2610	Fines	44,142.01	101,809.00	182,261.51	128,534.00	130,000.00	97,218.00	160,000.00	30,000.00	23.1%
63											
64	SALE OF PROPERTY AND COMPENSATION FOR LOSS										
65	A.0000.2650	Sale of Scrap Materials	4,790.45	3,482.15	4,173.31	1,609.90	3,500.00	2,056.89	3,500.00	0.00	0.0%
66	A.0000.2680	Insurance Recoveries	7,668.00	6,967.47	18,760.00	8,793.91	7,500.00	6,630.40	1,400.00	-6,100.00	-81.3%
67	A.0000.2690	Recycling Rebate	10,812.20	9,786.93	10,379.49	10,350.55	9,500.00	7,408.80	9,500.00	0.00	0.0%
68											
69	MISCELLANEOUS										
70	A.0000.2705	Gifts & Donations	22,845.86	10,162.00	13,262.00	452.00	15,000.00	4,000.00	1,000.00	-14,000.00	-93.3%
71	A.0000.2770	Miscellaneous Revenue	3,369.76	3,795.30	51,521.56	7,309.79	5,000.00	2,345.87	5,000.00	0.00	0.0%
72	A.0000.2817	Parking Authority	230,000.00	160,000.00	300,000.00	300,000.00	300,000.00	-	300,000.00	0.00	0.0%
73	A.0000.2818	Water Department	92,500.00	222,000.00	175,000.00	125,000.00	100,000.00	-	100,000.00	0.00	0.0%
74	TOTAL		715,739.37	1,366,804.45	1,235,364.93	990,147.08	894,550.00	555,432.20	1,004,600.00	110,050.00	11.1%
75											
76	STATE AID										
77	GENERAL GOVERNMENT										
78	A.0000.3001	NYS AIM Allocation	79,575.00	79,575.00	79,575.00	85,142.00	79,575.00	85,142.00	85,142.00	5,567.00	7.0%
79	A.0000.3005	Mortgage Tax	223,433.42	114,132.56	112,051.10	158,660.91	80,000.00	191,829.79	140,000.00	60,000.00	75.0%
80											
81	TRANSPORTATION										
82	A.0000.3501	Consolidated Highway Aid Program	144,535.11	-	-	169,959.85	170,000.00	180,567.02	180,000.00	10,000.00	5.9%
83											
84	TOTAL		447,543.53	193,707.56	191,626.10	413,762.76	329,575.00	457,538.81	405,142.00	75,567.00	18.3%

	A	B	C	D	E	F	G	H	I	J	K	L
				<i>Actual 2021-</i>	<i>Actual 2022-</i>	<i>Actual 2023-</i>	<i>Actual 2024-</i>	<i>Adopted 2025 -</i>	<i>Year-To-Date</i>	<i>Proposed 2026 -</i>		
	<i>Account #</i>	<i>Account Name</i>		<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>Actual</i>	<i>2027</i>	<i>\$ Change</i>	<i>% Change</i>
85												
86	INTERFUND TRANSFERS						-					
87	A.0000.5031	Interfund Transfers		-	-	1,800,000.00	-	-	-		0.00	
88	TOTAL			-	-	1,800,000.00	-	-	-	-	0.00	#DIV/0!
89												
90		TOTALS		5,864,974.73	6,420,246.39	8,301,991.41	6,906,199.52	6,973,700.00	6,371,455.93	7,376,082.00	402,382.00	5.8%

Village of Nyack
Fiscal Year Ending 5/31/27
Tentative BUDGET (4.15.2026)
Appropriations

	A	B	C	D	E	F	G	H	I	J	K	L
	<u>Account #</u>	<u>Account Name</u>		<i>Actual 2021-2022</i>	<i>Actual 2022-2023</i>	<i>Actual 2023-2024</i>	<i>Actual 2024-2025</i>	<i>Adopted 2025-2026</i>	<i>Year To Date Actual</i>	<i>Proposed 2026-2027</i>	<i>\$ Change</i>	<i>% Change</i>
9	LEGISLATIVE BOARD											
10	A.1010.0100	Village Board: Personal Service		30,781.00	30,780.00	31,421.25	30,780.00	30,780.00	23,085.00	30,780.00	0.00	0.0%
11	A.1010.0400	Village Board: Contractual		-	420.00	(294.31)	505.85	1,500.00	-	1,500.00	0.00	0.0%
12	TOTAL			30,781.00	31,200.00	31,126.94	31,285.85	32,280.00	23,085.00	32,280.00	-	0.0%
14	JUDICIAL											
15	A.1110.0100	Village Justice: Personal Service		40,294.08	40,294.08	40,294.08	40,294.08	45,000.00	30,220.56	40,294.08	-4,705.92	-10.5%
16	A.1110.0110	Acting Village Justice: Personal Service		3,282.72	3,282.78	3,282.74	3,282.72	3,282.72	2,462.04	3,282.72	0.00	0.0%
17	A.1110.0120	Court Clerk: Personal Service		46,832.74	49,820.12	49,593.48	52,792.50	55,770.31	45,290.83	72,115.86	16,345.55	29.3%
18	A.1110.0121	Court Clerk Overtime: Personal Service		613.94	1,290.52	1,468.10	3,253.34	3,000.00	4,478.98	3,000.00	0.00	0.0%
19	A.1110.0130	Deputy Court Clerk: Personal Service		47,284.61	57,674.29	59,858.55	60,596.62	64,770.31	27,722.99	50,651.69	-14,118.62	-21.8%
20	A.1110.0165	Court Officers: Personal Service		-	-	7,907.33	8,872.05	12,000.00	10,015.00	12,000.00	0.00	0.0%
21	A.1110.0430	Court Supplies: Contractual		620.66	592.17	2,066.48	2,617.91	3,000.00	4,136.15	3,000.00	0.00	0.0%
22	TOTAL			138,928.75	152,953.96	164,470.76	171,709.22	186,823.34	124,326.55	184,344.35	(2,478.99)	-1.4%
24	EXECUTIVE											
25	A.1210.0100	Mayor: Personal Service		15,390.00	15,390.00	15,390.00	15,390.00	15,390.00	11,542.50	15,390.00	0.00	0.0%
26	A.1210.0400	Mayor: Contractual		-	-	268.00	2,090.47	1,000.00	400.00	1,000.00	0.00	0.0%
27	A.1220.0100	Village Administrator: Personal Service		249,723.98	132,425.40	132,932.77	136,427.35	148,526.00	107,855.80	144,418.92	-4,107.08	-2.8%
28	A.1220.0120	Village Admin: Personal Service-Assistant		70,221.45	76,088.40	73,561.48	78,283.02	78,251.98	59,570.00	82,441.00	4,189.02	5.4%
29	A.1220.0400	Village Administrator: Contractual		2,801.49	678.79	465.71	1,828.72	500.00	1,383.77	1,200.00	700.00	140.0%
30	TOTAL			338,136.92	224,582.59	222,617.96	234,019.56	243,667.98	180,752.07	244,449.92	781.94	0.3%
32	FINANCE											
33	A.1320.0400	Auditor: Contractual		23,000.00	-	51,650.00	-	30,000.00	-	30,000.00	0.00	0.0%
34	A.1325.0100	Treasurer: Personal Service		115,944.92	106,744.17	108,517.52	97,388.24	87,000.00	68,388.31	103,000.00	16,000.00	18.4%
35	A.1325.0110	Deputy Treasurer: Personal Service		51,402.38	36,987.74	54,579.74	51,272.90	45,000.00	35,333.14	40,289.43	-4,710.57	-10.5%
36	A.1325.0120	Deputy Treasurer: Personal Service - Overtime		-	-	-	-	-	-	7,500.00	7,500.00	New Line
37	A.1325.0400	Treasurer: Contractual		2,584.64	-	1,939.93	3,361.00	5,000.00	2,095.31	5,333.03	333.03	6.7%
38	A.1325.0415	Treasurer: Payroll Processing		11,013.16	12,418.59	12,812.30	18,047.18	13,500.00	13,719.19	22,140.00	8,640.00	64.0%
39	A.1380.0400	Fiscal Agent Fees: Contractual		36,237.68	4,275.00	15,718.99	11,754.87	15,000.00	18,478.05	15,000.00	0.00	0.0%
40	TOTAL			240,182.78	160,425.50	245,218.48	181,824.19	195,500.00	138,014.00	223,262.46	27,762.46	15.3%
42	MUNICIPAL STAFF											
43	A.1410.1000	Clerk: Personal Service		-	-	3,654.00	95,004.00	97,850.00	75,264.00	100,778.50	2,928.50	3.0%
44	A.1410.4000	Clerk: Contractual		-	-	-	2,391.57	3,000.00	2,064.45	3,000.00	0.00	0.0%

	A	B	C	D	E	F	G	H	I	J	K	L
				Actual 2021-	Actual 2022-	Actual 2023-	Actual 2024-	Adopted 2025-	Year To Date	Proposed 2026 -		
	Account #	Account Name		2022	2023	2024	2025	2026	Actual	2027	\$ Change	% Change
45	A.1420.0100	Law: Personal Service		56,643.08	68,321.70	80,000.04	82,200.04	84,872.00	63,654.03	84,872.04	0.04	0.0%
46	A.1420.0400	Law: Contractual		53,037.06	27,340.28	6,085.91	50,519.26	100,000.00	18,502.30	20,000.00	-80,000.00	-80.0%
47	A.1440.0400	Engineer: Contractual		76,163.79	23,574.50	37,573.00	39,062.75	60,000.00	14,692.50	45,000.00	-15,000.00	-25.0%
48	A.1460.0400	Records Management: Contractual		3,198.25	6,722.48	4,820.00	6,835.00	7,000.00	4,252.00	7,000.00	0.00	0.0%
49	TOTAL			189,042.18	125,958.96	132,132.95	178,617.05	352,722.00	178,429.28	260,650.54	(92,071.46)	-51.5%
51	SHARED SERVICES											
52	A.1610.0400	Central Services: Grant Writing		9,820.00	7,740.00	6,480.00	21,993.00	25,000.00	19,102.00	25,000.00	0.00	0.0%
53	A.1620.0400	Buildings: Contractual		49,798.78	63,696.61	62,723.52	54,048.86	60,000.00	45,215.49	61,000.00	1,000.00	1.7%
54	A.1620.0405	Buildings: Contractual - Police Sub Station		3,561.62	6,199.32	3,473.41	2,873.99	3,500.00	1,596.31	3,500.00	0.00	0.0%
55	A.1620.0420	Buildings: Contractual - Gas/Electric		20,928.79	24,994.85	30,632.80	79,985.58	35,000.00	76,835.55	100,000.00	65,000.00	185.7%
56	A.1620.0428	Buildings: Contractual - Senior Center		9,805.01	22,689.65	15,265.75	8,998.80	21,000.00	7,353.57	10,000.00	-11,000.00	-52.4%
57	A.1650.0400	Central Communications: Newspaper Fees		8,024.00	6,523.85	7,953.02	12,407.96	8,000.00	6,367.08	8,000.00	0.00	0.0%
58	A.1650.0460	Central Communications: Telephone		20,084.20	20,069.12	18,293.77	22,129.09	22,000.00	17,525.28	23,000.00	1,000.00	4.5%
59	A.1660.0400	Central Storeroom: Contractual - Supplies		21,287.06	16,559.55	13,935.31	19,847.79	16,000.00	11,820.66	16,000.00	0.00	0.0%
60	A.1670.0400	Central Printing & Mailing: Contractual		13,615.26	20,120.12	17,718.70	14,899.76	16,000.00	13,522.00	18,000.00	2,000.00	12.5%
61	A.1680.0400	Central Data Processing: Contractual		86,445.54	70,302.61	75,763.21	99,793.54	125,000.00	76,516.63	130,000.00	5,000.00	4.0%
62	TOTAL			243,370.26	258,895.68	252,239.49	336,978.37	331,500.00	275,854.57	394,500.00	63,000.00	18.7%
64	SPECIAL ITEMS											
65	A.1910.0400	Unallocated Insurance		165,091.06	183,970.29	193,416.13	206,302.12	208,000.00	217,532.64	233,000.00	25,000.00	12.0%
66	A.1920.0400	Municipal Association Dues		6,736.00	4,123.00	3,675.00	3,970.00	4,500.00	4,965.00	5,000.00	500.00	11.1%
67	A.1930.0400	Judgments & Claims		21,400.63	6,308.01	2,164.73	10,371.37	15,000.00	12,336.95	20,000.00	5,000.00	33.3%
68	A.1950.0400	Taxes & Assessments on Property		33,885.37	25,525.77	22,642.91	24,455.98	25,000.00	3,563.76	3,700.00	-21,300.00	-85.2%
69	A.1989.0400	Other General Government Support		-	10,815.75	11,288.48	27,696.33	24,000.00	28,380.17	60,000.00	36,000.00	150.0%
70	TOTAL			227,113.06	230,742.82	233,187.25	272,795.80	276,500.00	266,778.52	321,700.00	45,200.00	16.6%
72	TRAFFIC CONTROL											
73	A.3310.0400	Traffic Control: Contractual		17,720.36	11,467.86	7,541.39	5,421.51	7,500.00	4,117.62	7,000.00	-500.00	-6.7%
74	TOTAL			17,720.36	11,467.86	7,541.39	5,421.51	7,500.00	4,117.62	7,000.00	(500.00)	-9.2%
76	OTHER											
77	A.3620.0100	Building Inspector: Personal Service		189,500.64	102,321.42	103,267.17	111,032.68	114,247.32	87,878.00	117,668.64	3,421.32	3.0%
78	A.3620.0110	Code Enforcement Officer: Personal Service		-	-	-	63,328.00	130,000.00	79,898.97	98,941.39	-31,058.61	-23.9%
79	A.3620.0130	Assistant Building Inspector: Personal Service		110,700.02	91,821.01	92,831.59	90,016.64	95,000.00	71,459.34	83,568.73	-11,431.27	-12.0%
80	A.3620.0140	Fire Inspector: Personal Service		53,506.36	79,869.78	79,570.38	84,147.08	90,000.00	64,955.25	77,842.58	-12,157.42	-13.5%
81	A.3620.0145	Constable: Personal Service		-	-	-	-	40,000.00	-	-	-40,000.00	-100.0%
82	A.3620.0150	Senior Clerk Typist: Personal Service		69,079.40	72,901.26	76,338.27	77,263.78	85,000.00	58,774.15	80,000.00	-5,000.00	-5.9%
83	A.3620.0160	Junior Clerk Typist: Personal Service		56,459.86	59,205.85	61,646.00	50,745.18	50,000.00	27,760.68	49,564.42	-435.58	-0.9%
84	A.3620.0170	Safety Inspection: Personal Service - Student We		-	-	-	-	5,000.00	724.50	20,930.00	15,930.00	318.6%
85	A.3620.0180	Safety: Personal Service - Overtime		-	-	-	-	-	-	32,000.00	32,000.00	New Line
86	A.3620.0190	Safety: Personal Service - Medical Buyout		-	-	-	-	-	-	38,000.00	38,000.00	New Line
87	A.3620.0200	Safety Inspection: Equipment		-	12,564.45	43,491.00	103.52	7,500.00	1,572.05	2,000.00	-5,500.00	-73.3%
88	A.3620.0400	Safety Inspection: Mileage		1,853.80	2,607.95	2,212.29	2,851.08	4,000.00	1,761.37	3,000.00	-1,000.00	-25.0%

A	B	C	D	E	F	G	H	I	J	K	L
			Actual 2021-	Actual 2022-	Actual 2023-	Actual 2024-	Adopted 2025-	Year To Date	Proposed 2026 -		
	Account #	Account Name	2022	2023	2024	2025	2026	Actual	2027	\$ Change	% Change
89	A.3620.0410	Safety Inspection: Telephone	5,224.82	3,255.98	3,906.55	1,571.80	2,500.00	1,093.24	2,000.00	-500.00	-20.0%
90	A.3620.0420	Safety Inspection: Maintenance Contracts	4,742.67	2,864.85	751.91	53,575.54	55,000.00	50,620.82	55,000.00	0.00	0.0%
91	A.3620.0430	Safety Inspection: Seminars & Conferences	710.00	2,515.00	1,805.00	1,960.00	3,500.00	1,850.00	4,500.00	1,000.00	28.6%
92	A.3620.0450	Safety Inspection: Clothing Allowance	1,186.76	2,721.26	7,581.82	9,158.13	5,000.00	5,036.66	8,000.00	3,000.00	60.0%
93	A.3620.0460	Safety Inspection: Supplies	2,162.24	3,984.75	1,598.40	2,741.13	2,000.00	4,729.73	2,000.00	0.00	0.0%
94	A.3620.0472	Safety Inspection: Other	-	4,175.93	7,261.32	5,760.88	2,000.00	2,090.83	2,000.00	0.00	0.0%
95	TOTAL		495,126.57	440,809.49	482,261.70	554,255.44	690,747.32	460,205.59	677,015.76	(13,731.56)	-2.5%
96											
97	PUBLIC HEALTH PROGRAMS										
98	A.4020.0100	Registrar of Vital Statistics: Personal Service	42,358.48	38,605.86	32,682.53	40,737.06	47,250.00	36,643.75	50,960.00	3,710.00	7.9%
99	A.4020.0200	Registrar of Vital Statistics: Pers Serv -Overtime	-	-	-	-	-	-	2,500.00	2,500.00	New Line
100	TOTAL		42,358.48	38,605.86	32,682.53	40,737.06	47,250.00	36,643.75	53,460.00	6,210.00	15.2%
101											
102	HIGHWAY										
103	A.5110.0100	Highway: Personal Service	578,526.59	610,807.71	637,998.03	660,650.79	665,000.00	519,449.56	695,000.00	30,000.00	4.5%
104	A.5110.0110	Highway: Personal Service - Overtime	137,834.42	160,976.57	198,383.87	215,709.60	180,000.00	237,458.34	210,000.00	30,000.00	16.7%
105	A.5110.0120	Highway: Medical Buyout	-	-	-	-	-	-	9,500.00	9,500.00	New Line
106	A.5110.0200	Highway: Equipment	59,924.65	95,529.19	66,484.99	61,833.21	174,983.06	227,354.24	100,000.00	-74,983.06	-42.9%
107	A.5110.0400	Highway: Contractual	108,223.42	142,400.53	136,793.97	181,612.04	125,000.00	70,263.32	120,000.00	-5,000.00	-4.0%
108	A.5110.0430	Highway: Road Repairs	223,808.72	18,856.61	34,576.06	19,488.11	90,000.00	18,840.94	230,000.00	140,000.00	155.6%
109	A.5110.0440	Highway: Garage Maintenance	33,877.70	37,598.26	20,034.74	30,857.14	30,000.00	39,925.60	30,000.00	0.00	0.0%
110	A.5110.0460	Highway: Street Signs	4,091.69	7,870.85	3,678.12	10,523.24	5,000.00	2,012.96	5,000.00	0.00	0.0%
111	A.5110.4710	Highway: Uniform Allowance	21,406.50	18,242.81	22,128.14	18,380.50	24,000.00	6,898.07	8,500.00	-15,500.00	-64.6%
112	A.5110.4711	Highway: Uniform ABRAMS	-	-	-	-	-	777.88	800.00	800.00	New Line
113	A.5110.4712	Highway: Uniform ALDANA	-	-	-	-	-	796.23	800.00	800.00	New Line
114	A.5110.4713	Highway: Uniform BROWN	-	-	-	-	-	794.81	800.00	800.00	New Line
115	A.5110.4714	Highway: Uniform ESTIVERNE	-	-	-	-	-	797.09	800.00	800.00	New Line
116	A.5110.4715	Highway: Uniform JONES GLASS	-	-	-	-	-	800.00	800.00	800.00	New Line
117	A.5110.4716	Highway: Uniform MAGANA	-	-	-	-	-	249.99	800.00	800.00	New Line
118	A.5110.4717	Highway: Uniform OCCENA	-	-	-	-	-	805.00	800.00	800.00	New Line
119	A.5110.4718	Highway: Uniform PARKER	-	-	-	-	-	798.89	800.00	800.00	New Line
120	A.5110.4719	Highway: Uniform TAYLOR	-	-	-	-	-	799.95	800.00	800.00	New Line
121	A.5110.4800	Highway: Mileage and Meals	2,714.75	1,658.00	2,440.00	2,650.00	3,000.00	2,860.00	3,500.00	500.00	16.7%
122	A.5110.4820	Highway: Gasoline	44,525.09	27,469.76	36,009.27	29,133.09	33,000.00	27,620.26	35,000.00	2,000.00	6.1%
123	A.5142.0400	Snow Removal: Contractual	28,919.41	19,971.51	22,073.80	43,788.55	30,000.00	63,970.68	50,000.00	20,000.00	66.7%
124	A.5182.0400	Street Lighting: Contractual	195,886.51	78,514.70	47,031.91	6,869.81	40,000.00	3,464.20	10,000.00	-30,000.00	-75.0%
125	A.5410.0400	Sidewalks: Contractual	3,000.00	3,167.17	245.37	22,760.62	35,000.00	16,350.00	35,000.00	0.00	0.0%
126	TOTAL		1,442,739.45	1,223,063.67	1,227,878.27	1,304,256.70	1,434,983.06	1,243,088.01	1,548,700.00	113,716.94	8.7%
127											
128	ECONOMIC AND SOCIAL DEVELOPMENT										
129	A.5630.1000	Bus Operations - Personal Services	-	-	-	-	-	-	15,000.00	15,000.00	New lines
130	A.6010.1000	Social Services Administration - Personal Service	-	-	-	-	-	-	40,000.00	40,000.00	New lines
131	A.6310.4000	Community Action Administration	-	-	-	-	9,400.00	19,900.00	10,910.00	1,510.00	16.1%
132	A.6410.4000	Publicity/Tourism	-	6,250.00	66,798.00	104,345.53	117,500.00	92,525.00	109,090.00	-8,410.00	-7.2%

	A	B	C	D	E	F	G	H	I	J	K	L
				Actual 2021-	Actual 2022-	Actual 2023-	Actual 2024-	Adopted 2025-	Year To Date	Proposed 2026 -		
	Account #	Account Name		2022	2023	2024	2025	2026	Actual	2027	\$ Change	% Change
133	TOTAL			-	6,250.00	66,798.00	104,345.53	126,900.00	112,425.00	175,000.00	48,100.00	46.1%
134												
135												
136	CULTURE AND RECREATION											
137	A.7020.0400	Recreation: Contractual		-	-	-	-	200,000.00	-	100,000.00	-100,000.00	-50.0%
138	A.7110.0400	Parks: Contractual		20,188.43	18,476.94	47,208.82	42,548.38	20,000.00	11,187.65	20,000.00	0.00	0.0%
139	A.7110.0410	Parks: Contractual - Marina		4,769.49	34,486.45	7,156.77	12,370.89	8,000.00	6,573.96	10,000.00	2,000.00	25.0%
140	A.7310.0120	Youth Programs: Personal Service - Summer Foo		24,104.80	24,580.75	22,613.81	25,565.69	27,000.00	20,765.50	27,000.00	0.00	0.0%
141	A.7310.0400	Youth Programs: Contractual - Camp Nyack		124,500.00	124,500.00	129,500.00	150,000.00	150,000.00	153,500.00	153,500.00	3,500.00	2.3%
142	A.7310.0430	Youth Programs: Contractual - Nyack Center		125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	0.00	0.0%
143	A.7310.0440	Youth Programs: Contractual - Summer Food Rel		38,969.94	650.61	24,354.78	38,645.88	40,000.00	39,808.43	40,000.00	0.00	0.0%
144	A.7310.0450	Youth Programs: Contractual - Other		2,833.05	7,500.00	7,500.00	-	-	25,020.34	-	0.00	
145	A.7550.0400	Celebrations: Contractual		14,461.02	29,519.50	22,223.88	41,088.60	37,000.00	45,257.82	55,000.00	18,000.00	48.6%
146	A.7610.0400	Programs for the Aging: Contractual		1,500.00	750.00	750.00	750.00	1,500.00	-	750.00	-750.00	-50.0%
147	TOTAL			356,326.73	365,464.25	386,308.06	435,969.44	608,500.00	427,113.70	531,250.00	(77,250.00)	-17.7%
148												
149	HOME AND COMMUNITY SERVICES											
150	A.8020.0100	Planning: Personal Service		19,430.00	17,643.60	26,233.40	28,521.50	22,000.00	23,852.50	30,000.00	8,000.00	36.4%
151	A.8020.0400	Planning: Contractual		3,784.96	295.00	355.00	100.00	1,000.00	100.00	100.00	-900.00	-90.0%
152	A.8140.0400	Storm Sewers: Contractual		2,500.00	2,537.72	19,972.68	2,537.41	3,000.00	2,579.80	3,000.00	0.00	0.0%
153	A.8160.4100	Refuse & Garbage: Contractual - Supplies		4,864.47	2,314.94	1,934.70	6,727.00	3,000.00	2,900.92	3,000.00	0.00	0.0%
154	A.8160.4460	Refuse & Garbage: Contractual - Tipping Fees		170,154.81	140,066.90	152,670.11	163,309.60	160,000.00	112,990.52	160,000.00	0.00	0.0%
155	A.8170.0400	Street Cleaning: Contractual		-	-	9,279.48	34,010.48	20,000.00	10,472.34	15,000.00	-5,000.00	-25.0%
156	A.8560.0400	Shade Trees: Contractual		26,740.90	20,593.11	16,085.50	10,410.50	19,000.00	7,086.05	19,000.00	0.00	0.0%
157	TOTAL			227,475.14	183,451.27	226,530.87	245,616.49	228,000.00	159,982.13	230,100.00	2,100.00	0.9%
158												
159	EMPLOYEE BENEFITS											
160	A.9010.0800	State Retirement		253,312.33	172,029.64	229,171.73	261,323.75	292,024.00	244,770.00	327,288.00	35,264.00	12.1%
161	A.9030.0800	Social Security		128,367.93	120,615.96	128,167.61	128,249.19	140,881.65	112,909.92	153,095.98	12,214.33	8.7%
162	A.9030.0800	Medicare		29,139.21	28,328.05	30,078.37	31,938.26	33,020.64	26,567.14	35,804.70	2,784.06	8.4%
163	A.9040.0800	Workers Compensation		76,450.16	72,181.17	64,450.67	64,465.11	70,000.00	53,802.05	53,802.05	-16,197.95	-23.1%
164	A.9045.0800	Life Insurance		6,588.48	7,158.52	5,179.68	6,593.96	7,200.00	7,115.54	8,000.00	800.00	11.1%
165	A.9050.0800	Unemployment Insurance		-	-	-	-	10,000.00	-	-	-10,000.00	-100.0%
166	A.9060.0800	Hospital and Medical/Dental Insurance		564,899.74	594,880.62	800,867.32	930,002.29	985,000.00	1,037,088.39	1,030,000.00	45,000.00	4.6%
167	TOTAL			1,058,757.85	995,193.96	1,257,915.38	1,422,572.56	1,538,126.29	1,482,253.04	1,607,990.73	69,864.44	4.9%
168												
169	DEBT SERVICE											
170	A.9710.0600	Serial Bonds: Principal		560,000.00	614,000.00	595,000.00	485,000.00	500,000.00	500,000.00	641,881.00	141,881.00	28.4%
171	A.9710.0700	Serial Bonds: Interest		83,895.67	75,988.51	64,846.10	52,973.80	43,047.00	42,980.26	153,157.31	110,110.31	255.8%
172	A.9720.0600	Statutory Installment Bond - Principal		65,101.64	69,073.97	77,809.13	77,809.13	79,280.60	77,694.03	79,217.73	-62.87	-0.1%
173	A.9720.0700	Statutory Installment Bond - Interest		24,237.79	20,265.96	11,530.80	11,530.80	13,172.41	11,645.90	10,122.20	-3,050.21	-23.2%
174	A.9730.0600	Bond Anticipation Notes: Principal		-	-	1,840,000.00	480,000.00	10,000.00	10,000.00	-	-10,000.00	-100.0%
175	A.9730.0700	Bond Anticipation Notes: Interest		-	-	120,000.00	46,400.00	27,200.00	27,200.00	-	-27,200.00	-100.0%
176	TOTAL			733,235.10	779,328.44	2,709,186.03	1,153,713.73	672,700.01	669,520.19	884,378.24	211,678.23	18.3%

	A	B	C	D	E	F	G	H	I	J	K	L
6				<i>Actual 2021-</i>	<i>Actual 2022-</i>	<i>Actual 2023-</i>	<i>Actual 2024-</i>	<i>Adopted 2025-</i>	<i>Year To Date</i>	<i>Proposed 2026 -</i>		
7	<u>Account #</u>	<u>Account Name</u>		<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>Actual</i>	<i>2027</i>	<i>\$ Change</i>	<i>% Change</i>
177												
178	INTERFUND TRANSFERS											
179	A.0000.9901	Interfund Transfers			100,889.74	-		-	-		0.00	
180	TOTAL			-	100,889.74	-	-	-	-		0.00	
181												
182	TOTALS			5,781,294.63	5,329,284.05	7,678,096.06	6,674,118.50	6,973,700.00	5,782,589.02	7,376,082.00	402,382.00	5.8%

INTEROFFICE MEMORANDUM

TO: MAYOR RAND AND TRUSTEES

FROM: ANDY STEWART , VILLAGE ADMINISTRATOR

SUBJECT: PROCUREMENT – NYACK CENTER YOUTH PROGRAMS

DATE: APRIL 23, 2026

Subject: Nyack Center Youth Program Funding – Procurement Approach and Public Purpose Justification

The purpose of this memo is to explain the legal and policy basis for the Village’s proposed funding agreement with the Nyack Center for youth programming in Fiscal Year 2026–2027, and the rationale for proceeding without issuing a new Request for Proposals (RFP) this year.

Village support for youth programming is authorized under New York Village Law § 4-412, which permits expenditures for recreational and youth services that serve a valid public purpose. The Nyack Center’s youth program provides such a public benefit by offering structured, supervised programming for Village youth.

On April 23, 2026, the Board of Trustees approved funding for this program for FY 2026–2027 at the same level as the prior fiscal year. The Village has supported this program annually since 2008, when operations were transitioned from direct Village management to nonprofit administration in order to leverage specialized expertise, community partnerships, and supplemental fundraising capacity.

The Village’s role in this arrangement is as a **funder of a community-based program**, rather than as a direct purchaser of services. The Nyack Center retains responsibility for program design, staffing, and day-to-day operations, and supplements Village funding with private fundraising. This structure supports the conclusion that the expenditure serves a public purpose and is not intended to function as a traditional procurement of services.

Historically, the Village has solicited interest in this funding opportunity through a Request for Proposals process. In practice, only the Nyack Center has submitted proposals, likely due to several factors, including:

- Established experience operating youth programming in Nyack
- Ability to secure additional private funding to sustain the program

- Existing relationships with the Marydell Faith and Life Center and other community partners necessary to host the program
- Organizational capacity to deliver a comprehensive program at the approved funding level

In light of this history, and consistent with the Village’s procurement policy adopted pursuant to New York General Municipal Law § 104-b, the proposed approach for this fiscal year is to proceed without issuing a new RFP and instead treat this as a **sole-source or single-response procurement**, based on the demonstrated absence of alternative providers.

This approach is justified by:

- The continuity and proven effectiveness of the existing program
- The lack of viable alternative respondents in prior solicitation efforts
- The importance of maintaining uninterrupted youth programming services
- Administrative efficiency, given the consistent outcome of prior RFP processes

The Village will continue to ensure accountability through a written agreement requiring appropriate reporting on program activities and use of funds, consistent with the public purpose of the expenditure.

The Village reserves the right to reissue an RFP in future years if market conditions change or additional qualified providers emerge.

***RESOLUTION OF THE BOARD OF TRUSTEES**

OF THE VILLAGE OF NYACK
 APPROVING FUNDING FOR YOUTH PROGRAMMING AND AUTHORIZING
 AGREEMENT WITH THE NYACK CENTER**

WHEREAS, the Board of Trustees is authorized pursuant to New York Village Law § 4-412 to expend Village funds for recreational and youth programming that serves a valid public purpose; and

WHEREAS, the Village of Nyack has, since 2008, supported the provision of youth programming through a partnership with the Nyack Center, a nonprofit organization with experience providing such services to Village residents; and

WHEREAS, the Board of Trustees has determined that the continuation of youth programming serves an important public purpose by providing structured, supervised, and accessible programming for Village youth; and

WHEREAS, the services, to be provided by the Nyack Center, are in the nature of professional services that require specialized expertise, technical or special skills or training, the exercise of professional judgment and/or a high degree of creativity in the performance of the services; and

are specifically designed to provide educational programs promoting the health, safety and welfare of children who reside in the Village, which programs the Village is currently unable to provide with the Village's own in-house staffing.

WHEREAS, on April 23, 2026, the Board of Trustees approved funding for such programming for Fiscal Year 2026–2027 at a level consistent with the prior fiscal year; and

WHEREAS, the Nyack Center is responsible for the design, staffing, and operation of the youth programming and supplements Village funding with private fundraising and other resources; and

WHEREAS, the Village's role is to provide financial support for a community-based program, and not to directly operate or control such programming; and

WHEREAS, the Village has previously issued Requests for Proposals for youth programming, and only the Nyack Center has responded, demonstrating a lack of alternative qualified providers capable of delivering comparable services within the Village; and

WHEREAS, the Board of Trustees has determined that, based on the history of prior solicitations, the demonstrated capacity of the Nyack Center, and the need for continuity of programming, it is appropriate to proceed without issuing a new Request for Proposals for Fiscal Year 2026–2027; and

WHEREAS, this determination is made in accordance with the Village's procurement policy adopted pursuant to New York General Municipal Law § 104-b, which permits the use of alternative procurement methods, including sole-source or single-response procurement, when justified by the circumstances;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby approves funding for youth programming to be provided by the Nyack Center for Fiscal Year 2026–2027; and

BE IT FURTHER RESOLVED, that the Village Administrator is hereby authorized to execute an agreement with the Nyack Center, in a form approved by the Village Attorney, setting forth the terms of such funding, including appropriate reporting and accountability provisions to ensure that the expenditure serves a valid public purpose; and

BE IT FURTHER RESOLVED, that the Board of Trustees reserves the right to solicit proposals for youth programming in future years should additional qualified providers emerge or circumstances change.

**AGREEMENT
BY AND BETWEEN
THE VILLAGE OF NYACK
AND
NYACK CENTER
FOR THE 2026-2027 FISCAL YEAR**

This Agreement is made on the ____ day of June, 2026, by and between the Village of Nyack, a municipal corporation of the State of New York, having its principal office at 9 North Broadway, Nyack, NY 10960, hereinafter sometimes referred to as “Village”, and Nyack Center, a New York State not-for-profit corporation, with offices located at 58 Depew Avenue, Nyack, NY 10960, hereinafter referred to as “Agency”, as follows. All mentions in this Agreement of the Village shall include all of the Village’s officials, officers, employees, staff and agents; and all mentions of the Agency shall include all of the Agency’s board members, officers, employees, staff and agents.

Whereas, the Village Board of Trustees has resolved to provide funding towards the administration, staffing and management of certain programs to be run through, and by, the Agency (as set forth in the annexed Schedule A), with said programs being specifically designed to provide educational programs promoting the health, safety and welfare of children who reside in the Village, which programs the Village is currently unable to provide with the Village’s own in-house staffing.

Whereas, NYS Village Law §4-412 authorizes the Village to execute this Agreement.

Whereas, the Village wishes to enter into this Agreement with the Agency for the services as described in Schedule A annexed hereto and made a part hereof, said services being rendered in connection with the operation of the specified youth programs offered by the Agency.

Whereas, the Village Board of Trustees authorized this Agreement as to the Agency’s Camp Nyack Program by a its Resolution of April 23, 2022, and appropriated the necessary funds in its 2026-2027 Fiscal Year Budget for additional services provided by the Agency to the Village for the period hereinafter stated.

Now, therefore, in consideration of the promises, representations and the covenants herein set forth, the parties hereto agree as follows.

1. Term:

The services to be rendered by the Agency under this Agreement shall commence immediately upon the execution of this Agreement, and shall terminate upon the end of the Village’s 2026-2027 Fiscal Year.

2. Scope:

The Agency shall provide its services to the residents of the Village. The Agency represents that it possesses the skill and experience to render the services provided for in this Agreement.

3. Payment:

(a). The Village shall pay to the Agency a sum not to exceed one hundred twenty five thousand dollars (\$125,000.00) for the base youth services described in the annexed Schedule A, which said “base youth services” being exclusive of the Agency’s Camp Nyack Program, for which Camp Nyack

Program there shall be a separate payment, by the Village to the Agency, of one hundred fifty three thousand five hundred dollars (\$153,500.00), to be paid as set forth in the schedule for the disbursement of funds set forth below.

PAYMENT SCHEDULE

(b). Payments under this Agreement shall be remitted as follows:

(i). With respect to the “base youth services” to be rendered under this Agreement, the payment of one hundred twenty five thousand dollars (\$125,000.00) shall be remitted as follows:

An initial payment of \$62,500.00 shall be remitted no later than July 1, 2026.

The final payment of \$62,500.00 shall be remitted no later than November 1, 2026.

(ii). All payments shall be disbursed to the Agency upon the Agency’s submission of vouchers to the Village Treasurer, which vouchers shall evidence the Agency’s anticipated expenditure of funds for the programs set forth in the annexed Schedule “A”.

(iii). The Agency shall submit to the Village, on a monthly basis, a list of residents utilizing the “base youth services” provided by the Agency, indicating that the individuals utilizing the “base youth services” are residents of the Village.

(iv). With respect to the payment for Camp Nyack, the payment of \$153,500.00 (less any funds previously advanced by the Village to the Agency) shall be made by July 1, 2026. It is agreed that the Camp Nyack payment is based on the program serving sixty (60) campers who are residents of the Village (at a cost of \$2,558.33 per camper), and that any funds not utilized, in the event that less than sixty (60) campers are served in the programs, shall be retained in accord with the provisions of ¶4 below.

(v). At the commencement of Camp, the Agency shall submit to the Village a list of registered campers, which list shall contain the address of each Camper indicating that the Camper lives in the Village. Additionally, the Agency shall submit, to the Village, a letter from each Camper’s parent or guardian indicating that the Camper is attending Camp Nyack during the time period covered by this Agreement.

4. Custody of Funds:

(a). The Agency agrees to deposit the funds, referenced above, in a segregated bank account subject to audit by the Village Treasurer. All monies remitted to the Agency by the Village, and disbursed by the Agency for the “base youth services” or Camp Nyack, shall be paid by the Agency directly from this segregated account. Interest shall follow principal. Excess funds, or funds not used in connection with the operation of the Agency’s programs for Village residents as set forth in the annexed Schedule A, for the 2026-2027 Fiscal Year of the Village, shall be retained by the Agency in said segregated bank account for use as startup funds for the 2027-2028 contract year. Should this Agreement not be renewed for the 2027-2028 Fiscal Year, any excess funds shall be returned to the Village.

(b). The Agency agrees to keep and maintain, in accordance with standard recognized accounting practices, accurate and complete books, ledgers and records that enable the Village Treasurer to verify full compliance with this Agreement; and the Agency agrees to allow the Village to examine and

inspect said books, ledgers and records upon reasonable advance notice during normal business hours. The Agency shall provide the Village Treasurer with a copy of the monthly bank statement, and reconciliation, for the segregated bank account referred above within ten (10) days of the Agency's receipt of same.

5. Compliance with Americans with Disabilities Act of 1990: The Agency shall comply with the provisions of the Americans with Disabilities Act of 1990 (ADA), which ADA, amongst other things, prohibits discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

6. Defense, Indemnification and Hold Harmless:

(a). The Agency shall defend and indemnify the Village, and hold the Village harmless, against any and all claims, demands, lawsuits, litigation, legal proceedings, judgments, arbitration awards, losses, damages, defense costs, attorneys' fees and expenses ("claims and costs"), which the Village may sustain, suffer, expend or incur because of injury to, or death of, persons, or damage to property, to the extent such claims and costs arise out of or result from, or are alleged to arise out of or result from, the Agency's negligent, reckless, careless, wrongful or tortious acts or omissions in performing, or failing to perform, under the terms of this Agreement, except to the extent that such claims and costs arise out of the negligent, reckless, careless, wrongful or tortious acts or omissions of the Village. Nothing in this provision shall be construed as a modification or limitation of the insurance coverage prescribed in the next section of this Agreement. Nothing in this provision shall be construed as a limitation on the Village's right to recover from the Agency under any applicable theory in law or equity, including, but not limited to, implied indemnity and equitable apportionment. Additionally, the Agency shall be responsible and liable for all damages and/or injury to life or property due to, arising out of or resulting from acts or omissions of the Agency in connection with its services rendered under this Agreement. The Agency represents, covenants and promises that it possesses the experience, knowledge and skills necessary for the services to be performed in connection with this Agreement.

(b). The Agency's relationship to the Village shall be that of an independent contractor. The Agency shall be responsible for their own employees, board members, officers, staff and agents, and the Agency's labor relations with same. The Agency shall be responsible for the performance and actions of its employees, board members, officers, staff and agents, as well as all of its subcontractors or others acting at the Agency's direction or on its behalf.

7. Insurance Requirements:

(a). The Agency shall, at its own cost and expense, procure, keep and maintain policies of insurance to cover its all aspects of its services contemplated under the terms of this Agreement, which policies shall include, but shall not be limited to, the following insurance coverages:

- a. comprehensive and general liability insurance;
- b. workers' compensation;
- c. disability insurance;
- d. molestation insurance; and
- e. all other insurance that may be required by applicable law.

(b). The foregoing policies of insurance shall be in the respective amounts of coverage, and in form and substance, satisfactory to the Village's insurance carrier. The Village shall be named as an additional named insured on all insurance policies and policy endorsements, and the policies and

policy endorsements shall provide that the insurance coverage shall not be canceled or terminated without thirty (30) days advance prior written notice to the Village.

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

9. Labor Law and Executive Law: The Agency shall comply with all of the provisions of NYS Labor Law, including, but not limited to, Prevailing Wage provisions, as well as with Article 18 of NYS Executive Law relating to unlawful discriminatory practices, insofar as these statutory provisions are applicable to the services to be performed under this Agreement.

10. Local Laws and Resolutions: The Agency shall comply with all applicable Village Local Laws, and Resolutions of the Village Board of Trustees.

11. No Assignment: The Agency shall not assign or transfer its interest in this Agreement.

12. Termination: This Agreement is of limited duration to the 2026-2027 Fiscal Year for the Village, and must be completely fulfilled by the Agency by the end of such Fiscal Year. The parties may, in each party's discretion, agree to renew this Agreement for the 2024 -2025 Fiscal Year by mutual consent memorialized by full execution of a new agreement. If the Village or the Agency is in breach, default or in violation ("default") of any term or provision of this Agreement, then the non-defaulting party may, in addition to any other remedy that may be available in this Agreement or at law, terminate this Agreement upon giving at least ten (10) days advance written notice to the defaulting party. However, the first time that a notice of default is given for a particular type of default, the defaulting party shall be afforded, and shall have the opportunity to, cure the default within ten (10) days of receipt of the notice, and thereby prevent the termination of this Agreement based upon that type of default. A defaulting party shall not have the right to cure a particular type of default after having previously been given the aforesaid notice of default, and opportunity to cure, for the same type of default on a prior occasion.

13. Entire Agreement/No Modification: This Agreement constitutes the entire Agreement between the parties, and supersedes all prior contracts, negotiations, representations or agreements, whether oral or written; and this Agreement may not be amended or modified except by a writing signed by the parties.

14. Alternative Funding Sources: The Agency shall make good faith efforts to diversify its funding sources, and shall advise the Village Board of Trustees of its efforts regarding securing funding from alternate sources.

In witness whereof, the parties have fully executed this Agreement as of the day and year first written above.

VILLAGE OF NYACK

NYACK CENTER

By: _____
Andy Stewart, Village Administrator

By: _____
Kim Cross, Executive Director

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

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: 4/20/20 Name of Applicant: Rockland County Pride Center
Address: 28 S. Franklin St. Nyack NY 10960
Business Owner/Proprietor Name: Brooke McIlroy
Email Address: pride@rocklandpridecenter.org Phone: 845 353 6300
Name of On-Site Event/Project Manager: Matt Koke Phone: 917 406 3857

Existing Approval to serve Alcoholic Beverages: Yes _____ No X

Event Information:

Date of Proposed Event: 7/10/26 Time of event: 6pm - 9pm
Name of Event: Pride Night Market

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

Bayard Rustin Way from Mill to Franklin

Operational Requirements:

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

Physical Requirements:

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

Village of Nyack
9 North Broadway
Nyack NY 10960

Indemnification and Hold Harmless Agreement

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

Company Name: Rakland County Trade Center

Name: Bruce Melloy Signature: Bruce Melloy

Date: 4/20/26

Please sign, date and return to:

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



VILLAGE OF NYACK 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

PARK REQUESTED

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

Hezekiah Easter Veterans Memorial Square

APPLICANT/LICENSEE

NAME Nicole Hines - Center for Safety & Change
ADDRESS 9 Johnsons Lane
CITY New City STATE NY ZIP CODE 10956
DAYTIME PHONE # 845-538-2278 EMAIL: nhines@centersc.org
DATE(S) REQUESTED: Apr. 1 29, 2026 TIME: From 11 AM PM to 5 AM PM
(Rain date: ___/___/___)

Description of the nature of the activity/purpose: Clothes line project in recognition of Sexual Assault Awareness month. Hanging jeans along the gazebo and doing t-shirt making.

Number of Attendees/Participants: ?

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION
THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

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

Village Board Approved: Yes No

Date: ___/___/___

Signature: _____


MEMORIAL PARK RULES AND REGULATIONS

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

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

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

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

Signature: 

Date: 4/10/2020

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: Nicole Hines Signature: 

Company Name (if applicable): Center for SAFETY & CHANGE

Date: 4/6/2026

Please sign, date and return to:

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



VILLAGE OF NYACK 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

PARK REQUESTED

Memorial Park

AREA(S) REQUESTED: Upper Lawn

Basketball Court

Waterfront

Splash Pad

Hezekiah Easter Veterans Memorial Square

APPLICANT/LICENSEE

NAME Andre Smith

ADDRESS 300 Picnic Ave, Apt 3E

CITY Nyack STATE Ny ZIP CODE 10960

DAYTIME PHONE # 845-589-2716 EMAIL: Aasmith0714@gmail.com

DATE(S) REQUESTED: 08-16-2026 TIME: From 10:00 AM/PM to 6:00 AM/PM

(Rain date: 08 / 23 / 2026)

Description of the nature of the activity/purpose: Marcus Daniel Annual Community Festival
A Walk Against Cancer.

Number of Attendees/Participants: 150

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

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

Village Board Approved: Yes No

Date: _____ / _____ / _____

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

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

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

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

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

Signature: _____



Date: _____

4/3/20

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: Andre Smith Signature: 

Company Name (if applicable): _____

Date: 4/3/2020

Please sign, date and return to:

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