

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

Meeting Location: Nyack Senior Center,
90 Depew Ave.

June 25, 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. Introductions:**
 - 4.1 Thomas O'Shea, USPS Nyack, 22 years, retiring.
 - 4.2 PO Holihan, Orangetown Police Department
 - 4.3 Anthony Cerano, Platinum Security Group
- 5. Public Hearing – N/A**
- 6. Adoption of Minutes – Minutes 6/11/26**
- 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. 2026-122 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 June 25, 2026.

RESOLVED, that General Fund Claims set forth on pages 1 through 15 in the below-listed amounts are approved for payment:

General Fund	\$128,425.82
Parking Fund	\$ 16,237.00
Water Fund	\$ 224.59
Capital Projects Fund	\$ 71,886.50

7.2 Resolution No. 2026-123 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from DeQuann Kerr for a Basketball Event in Memorial Park, August 1-2, 2026

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the issuance of a special event permit to Robert Garcia for a basketball event in Memorial Park, Saturday and Sunday, August 1-2, 2026, 10 AM – 9 PM, with a rain date of August 30, 2026. \$150 refundable security deposit required.

7.3 Resolution No. 2026-124 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from Jonnathan Zumba in Memorial Park, Friday, July 17, 2026, 3-5 PM

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the issuance of a special event permit to Jonnathan Zumba in Memorial Park, Friday, July 17, 2026, 3-5 PM, for the purpose of a family photo with a professional photographer for a Quincenera gathering, in Gazebo and lawn area. \$150 refundable security deposit required.

7.4 Resolution No. 2026-125 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from Stacey Scott for an Event in Memorial Park, Saturday, July 18, 2026, 3-4 PM

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the issuance of a special event permit to Stacey Scott for an Event in Memorial Park, Saturday, July 18, 2026, 3-4 PM, using the viewing pier for a wedding vow ceremony for forty people. \$150 refundable security deposit required.

7.5 Resolution No. 2026-126 - Resolution of the Nyack Village Board of Trustees to Amend the Village's Standard Schedule of Fees with Regard to Parking Violations in the Park

WHEREAS, the Village Board of Trustees adopted a Local Law to establish a Standard Schedule of Fees for Village operations, and may update this Schedule from time to time by Resolution; and

WHEREAS, the buses are prohibited from entering the park, including the marina parking lot, under local law Chapter 250 Parks and Recreation, Article III Parks and Recreation Areas, Section 250-13 Traffic, Part G, Prohibited Acts, subject to a fine not exceeding \$1,000,

WHEREAS, the Board of Trustees finds it in the public interest to enable Village parking enforcement officials to issue parking tickets to buses found in the park, but currently this violation does not exist in the Village's Standard Schedule of Fees,

RESOLVED, the Board of Trustees of the Village of Nyack adopts a change to the Standard Schedule of Fees to create a violation for parking buses or trucks in the park without a permit, which initial violation fee will be \$250, increasing to \$300 and \$350 for late payment at 15 and 30 days delinquency.

7.6 Resolution No. 2026-127 Resolution of the Nyack Village Board Appointing Leanne Paluck Reiss as Recreation Leader (PT) Seasonal for the Youth Recreation Program

WHEREAS, the Village seeks to operate a Youth Recreation Program providing seasonal activities and job-readiness opportunities for local youth; and

WHEREAS, Administrator Stewart and Leanne Paluck Reiss presented a program framework funded entirely by cannabis revenue; and

WHEREAS, the Village Administrator recommends appointing Leanne Paluck Reiss to coordinate the program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby appoints Leanne Paluck Reiss as Recreation Leader (PT) Seasonal at an annualized salary of \$47,000, with all costs funded through cannabis revenue and with the appointment subject to approval by the Rockland County Department of Personnel.

7.7 Resolution No. 2026-128 Resolution of the Nyack Village Board Creating the Position of Land Use Boards Secretary

WHEREAS, the Chief Building Inspector has submitted a written request dated June 3, 2026, recommending the establishment of the position of Land Use Boards Secretary; and

WHEREAS, the Village Board finds that the creation of this position is necessary to support the efficient and professional functioning of the Land Use Boards and the Building Department;

NOW, THEREFORE, BE IT RESOLVED the Village Board of Trustees approves an application to Rockland County Civil Service for the creation of position of Land Use Boards Secretary, subject to review and approval by the Rockland County Department of Personnel, and the further negotiation of this title into the labor contract with the IBEW; and

BE IT FURTHER RESOLVED that the position shall not be formally established, announced, or filled until such approval is received.

7.8 Resolution No. 2026-129 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from Emily King for an Event in Memorial Park, Friday, July 3, 2026, 6-7 PM

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the issuance of a special event permit to Emily King, leader of the Women's Chorus in Memory of the Suffragettes, for an Event in Memorial Park, Friday, July 3, 2026, 6-7 PM, using the Upper Lawn.

7.9 Resolution No. 2026-130 Resolution of the Board of Trustees of the Village of Nyack to Approve a Service Agreement with Community Pass for a Platform for Online Administration of Youth Recreation Program Registration and Payment

WHEREAS, the Village Board of Trustees has approved the funding of a Youth Recreation program using Cannabis Tax revenues, and the program administration requires online registration, payment and related services,

RESOLVED, the Village Board of Trustees approves a service agreement with Community Pass to provide an online program registration, scheduling, roster management, reporting and processing platform, subject to review as to form of agreement by the Village Attorney, at an annual cost of \$4,250.

7.10 Resolution No. 2026-131 Resolution of the Nyack Village Board to Award a Contract to Tomar Construction Group for the Construction of a PFOS "Forever Chemical" Treatment Process at the Leonard Cooke Nyack Water Treatment Plant in West Nyack

WHEREAS, the Nyack Village Board previously authorized a bond and a Project Labor Agreement, including an estimated construction cost of approximately \$12.2 million, and bidding of a public works project for the construction of a PFOS contamination removal treatment system at the Nyack Water Treatment Plant, located at 230 NYS Rte 59, West Nyack, NY 10994,

WHEREAS, the Village has obtained support from NYS to pay for this project, including a 2022 WIIA Grant for Emerging Contaminants for \$2,777,394, an IJA-EC grant for \$1,971,96, SRF short term interest free financing for \$830,560, and SRF short term market rate financing for \$1,661,120,

WHEREAS, the Village is undertaking this project to protect the public from contamination of drinking water by "forever chemicals,"

WHEREAS, the Village is a participant in a lawsuit against polluters to obtain compensation for the costs of treating drinking water for PFOS, with an expected payment of several hundred thousand dollars,

WHEREAS, bids were opened on Thursday, May 28, 2026, (a total of 5 bids were received), and

the lowest responsible bid for the project was received from Tomar Construction Group, for a total of \$11,396,000,

WHEREAS, H2M Architects and Engineers, Inc, the Nyack Water Department consulting engineering firm, has reviewed the bids, and recommended the award of the project to Tomar Construction Group,

WHEREAS, the Nyack Board of Water Commissioners, which directly oversees water treatment and distribution systems, has approved the award of this bid to Tomar Construction, at its meeting on Thursday, June 18, 2026,

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NYACK VILLAGE BOARD AS FOLLOWS, That the Village Administrator is authorized to contract with Tomar Construction Group for the PFOS treatment plant construction project for the amount of \$11,396,000.

7.11 Resolution No. 2026-132 Resolution of the Board of Trustees of the Village of Nyack to Authorizing Hiring of Seasonal Employees

WHEREAS, the Village requires additional temporary staffing to support seasonal operations;

WHEREAS, the Parking Authority has identified the need for three (3) seasonal employees to assist with parking operations and to staff the Village marina and park, with compensation to be paid from the Parking Authority budget; and

WHEREAS, the Department of Public Works has identified the need for two (2) seasonal employees to support public works functions, with compensation to be paid from the General Fund; and

WHEREAS, all seasonal appointments must be reviewed and approved by Rockland County Personnel; and

WHEREAS, the Village seeks to make every effort to recruit and hire Nyack residents for these positions, consistent with civil service rules and equal employment opportunity requirements;

NOW, THEREFORE, BE IT RESOLVED that the Village Board authorizes the hiring of the above seasonal employees and authorizes the Village Administrator and department heads to take all necessary steps to recruit and hire these employees upon receiving the required approvals.

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

9.2 Park permit fee policy memo

9.3 Youth Recreation program memo

10 New Business

11 Communications

11.1 Emmanuel Graham, Mahwah, NJ, permit application for wedding in Memorial Park, gazebo, electrical power for MC, Saturday, July 25, 2026, 4-7 PM, 50 people, folding chairs (8/8 rain date).

11.2 Nikki Hines, Center for Safety and Change, Memorial Park permit app – Weds, August 26, 2026 Dance for Change. DJ and community organization tables.

11.3 Ekaterina Osipova, Best Buddies International, Bike Ride, NYC to Bear Mtn, October 3, 2026.

12 Public Comment

13 Executive Session

14 Adjournment



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 Emily King
ADDRESS 80 Saw Mill Rd PO Box 178
CITY New City STATE NY ZIP CODE 10956
DAYTIME PHONE # 917 239-5056 EMAIL: persuasionNYCpress@gmail.com
DATE(S) REQUESTED: July 3, 2026 TIME: From 6 AM/PM to 7 AM/PM
(Rain date: ____/____/____)

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

Description of the nature of the activity/purpose: Women's Chorus in memory of the suffragettes in the 250th Anniversary of the U.S.A.

Number of Attendees/Participants: 40-singers - Attendees = open to public

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 15th day of June, 2026 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 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: _____

Emily King

Date: _____

6.15.26

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: Emily King Signature: Emily King

Company Name (if applicable): Rockland League of Extraordinary Women
Suffragettes Chorus

Date: 6.15.26

Please sign, date and return to:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foresite Sports LLC DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C No. Ext): 888-882-5902 FAX (A/C No.): E-MAIL ADDRESS: info@eventsured.com																					
INSURED Rockland League of Extraordinary Women Emily King 80 Saw Mill Rd New City, NY 10956-2310	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Houston Casualty Company</td><td>42374</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Houston Casualty Company	42374	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** TM536778**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y	H25SE00172/TM536778	07/03/2026 12:01AM	07/04/2026 2:01AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 0
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds must be venue managers or municipalities and are added with respect to our Insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Choir Performance to be held on 07/03/2026 - 07/03/2026 with 100 attendees at Memorial Park 4 Depew Avenue Nyack, NY 10960. Additional Insureds include: Memorial Park 4 Depew Avenue Nyack, NY 10960; Village of Nyack 9 N. Broadway Nyack NY 10960 (PNC selected).

CERTIFICATE HOLDER**CANCELLATION**

Village of Nyack 9 N. Broadway Nyack NY 10960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SERVICES QUOTE

Fees

Product	Product Type	Sales Price	Quantity	Total Price
CommunityPass Essentials	Software	USD 4,250.00	1.00	USD 4,250.00
Setup Essentials	Services	USD 0.00	1.00	USD 0.00
Training - Web Based	Services	USD 0.00	3.00	USD 0.00

Totals

Annual Amount	USD 4,250.00
One-Time Fees	USD 0.00
Grand Total	USD 4,250.00

Convenience Fees

	Rate
- Credit Card (Visa/MC/Discover, American Express)	3.09%
- ACH	1.00% or \$1 ¹

1. Whichever is greater.

Prepared For

Account Name	Village of Nyack Recreation
Quote Number	00006306
Expiration Date	7/31/2026

Terms & Conditions

All Services in this Quote are to be performed in strict accordance with the terms and conditions of the Master Services Agreement ("Agreement") except as modified herein or by the terms of a previous Quote. Unless expressly stated in this Quote, no other provisions of the Agreement shall be affected.

Payment processing is a comprehensive service for credit card and ACH. The Service includes daily direct deposit of Registrant Fees into Client's specified bank account. Capturepoint charges Client's Cardholder a separate Payment Processing Fee at the time of the transaction. The following supplemental terms to the Agreement apply:

- Cardholder/ACH Payment Processing Fee. Client understands that Capturepoint has authorized Client to accept credit cards. In order to waive processing fees for Client, Capturepoint will charge a Payment Processing Fee to the Cardholder at the time of transaction. Capturepoint reserves the right to modify the amount of this Payment Processing Fee depending on the costs which Capturepoint incurs to process such transactions. In the event of a change, Capturepoint shall provide Client with 30 days' notice of such change.
- Disclosure & Opt Out of Payment Processing Fee. Client understands that a Cardholder has a right to opt out of a Payment Processing Fee transaction at the time of sale. Client agrees to disclose to the Cardholder(s) the amount of the calculated Payment Processing Fee at the time of transaction (Capturepoint will automatically calculate fee) and give the option for the Cardholder to cancel the payment and accept another form of payment (cash, checks, etc.).
- Transaction Types.
 - In-Person Transactions. Client understands Cardholders will be required to sign for the Capturepoint Payment Processing Fee and the transaction amount due to Client. Client agrees to maintain a copy of transaction receipt for a minimum of 18 months. Client further agrees to provide Capturepoint a timely copy of such receipt(s) in the event it is requested.
 - Phone Transactions. Client understands that each transaction which is processed over the telephone shall require Client to disclose the Payment Processing Fee being assessed for the completion of the transaction prior to charging the Cardholder's credit card. The Cardholder has the right to opt out of the transaction. Client agrees to print a receipt for phone order transactions, write in Phone Order on the signature



line for transaction and store for a minimum of 18 months.

c. Internet Transaction. Capturepoint's secure e-commerce interface shall disclose to the Cardholder any Payment Processing Fees being assessed prior to changing the Cardholder's credit card. Such disclosure shall give the Cardholder the right to "opt-out" of the transactions. Capturepoint shall automatically initiate an email receipt to the Cardholder for each completed transaction.

4. Internet Sale Items / Default Pricing. Client understands that by using the Capturepoint e-commerce payment processing solution, it has authorized Capturepoint to post any set default pricing and payment items as indicated by the Client. Client agrees that it is the responsibility of the Client to notify CommunityPass Support of any changes to default pricing and/or payment items displayed.

5. Chargebacks. Client agrees that any disputes between Client and a Cardholder relating to a transaction funded directly to the Client shall be settled between Client and the Cardholder directly. Client understands that such disputes can result in a Cardholder issued "Chargeback" to Client. Chargeback(s) can be avoided by settling disputes with the Cardholder directly or issuing a refunded transaction. Such chargeback disputes may require Client to provide a copy of the signed credit card receipt and other supporting documentation. Capturepoint agrees any disputes between Capturepoint and a Cardholder relating to a Payment Processing Fee shall be settled between Capturepoint and the Cardholder. Such chargeback disputes may require Client to provide a copy of the signed credit card receipt for In-Person and Phone transactions to Capturepoint or other supporting documentation. Client will hold no liability nor be debited any chargeback for a Payment Processing Fee amount.

6. Taxes excluded from this Quote. Applicable taxes may apply.

Additional Terms & Conditions

Essentials Package – \$4,250/year

This includes setup, three training sessions, and access to:

- * Online program registration
- * Payment processing
- * Internal scheduling calendar
- * Back-end roster management
- * Customer/family management
- * Reporting tools
- * Messaging for participant communications (e.g., class cancellations)

Payment Processing Fees

Fees are passed to registrants: 3.09% (Amex/(V/MC/Disc), 1% (ACH)

A few other highlights:

- * Refunds for online payments can be processed directly through Community Pass; cash/check refunds follow your internal finance protocols.
- * Funds are deposited daily into your Village bank account via Stripe, with ledger codes to track revenue in several ways..
- * Community Pass can integrate with your GIS data to automatically verify resident status for differential pricing.
- * Implementation typically takes about eight weeks from kickoff.

Approvals



PO Box 628
Ridgewood, NJ 07451
Phone: 201-689-2323
www.communitypass.net

The signature below constitutes agreement to the terms of the CommunityPass Services Quote. *Please sign and send back to Capturepoint either by mail or PDF (JPEG and photos are not accepted).*

Print Name: **Carter Adkinson** _____

Title: _____

Signature: _____

Date: _____

Print Name: **Andy Stewart** _____

Title: _____

Signature: _____

Date: _____



architects + engineers

2 Executive Boulevard, Ste 401
Suffern, NY 10901 | tel 845.357.7238

June 23, 2026

Village Board of Trustees
Village of Nyack
9 N. Broadway
Nyack, New York 10960

**Re: Village of Nyack
PFAS Treatment at the Nyack Water Treatment Plant
Award Recommendation Letter
H2M Project No.: NYAK2001**

Dear Board Members:

On Thursday, May 28, 2026, bids were received for the referenced project. A total of Five (5) bids were submitted, as indicated on the attached bid tabulation. All bids that were received contain correctly calculated totals and are eligible for awarding.

Per Local Public Contracts Law, the written unit prices contained in each submitted bid shall govern. Based on these governing, written unit prices, the firms and their associated costs as calculated to complete the selection criteria sample scope were as follows:

1. Tomar Construction Group	\$ 11,396,000.00
2. J. Fletcher Creamer & Son, Inc.	\$ 12,797,000.00
3. Mace Contracting	\$ 13,674,000.00
4. OCS Industries, Inc.	\$ 14,704,044.55
5. CAC Industries, Inc.	\$ 15,660,000.00

After review of the bid prices submitted, we recommend that the Village of Nyack – PFAS Treatment at the Nyack Water Treatment Plant should be awarded to Tomar Construction Group, based on the selection criteria bid amount of \$11,396,000.00.

H2M has investigated the qualifications submitted by Tomar Construction Group and believe they are a qualified and responsible contractor. Tomar Construction Group has successfully completed projects of similar scope and nature for various water utilities in New York and New Jersey. It is our opinion that Tomar Construction Group is qualified, and their bid prices are fair and reasonable.

Should you have any questions regarding this recommendation, please contact our office at 845-357-7238 or at cwright@h2m.com.



Very truly yours,

H2M architects + engineers

A handwritten signature in black ink, appearing to read 'Christopher Wright'.

Christopher Wright, P.E.
Discipline Engineer

CWW/cww

cc:

William McDowell, Water Board Chairman – Village of Nyack
Thomas Lynch, Water Superintendent – Village of Nyack
Jim Moran, P.E. – H2M

INTEROFFICE MEMORANDUM

TO: MAYOR RAND AND TRUSTEES

FROM: ANDY STEWART , VILLAGE ADMINISTRATOR

SUBJECT: ADMINISTRATIVE FEE FOR SPECIAL EVENTS

DATE: MAY 21, 2026

The Board of Trustees recently expressed a desire to set a fee on park events. The increasing frequency and complexity of organized events has created measurable staff and operational impacts that are currently borne largely by Village taxpayers. Currently there is no fee to cover the cost of administering any special event permit application, whether in a park or for a street or parking lot closure. Such fees are legal and can be set via resolution for amendments to the standard schedule of fees and amendment to village code. Fees shall be applied in a content-neutral manner based upon the nature, scale, duration, exclusivity, staffing requirements, and operational impacts of the proposed use.

This memo provides background information. It does not provide a proposed fee regime.

Costs to the village include:

1. Event permitting (communication, coordination, scheduling, board approval resolutions, etc.)
2. Event support (DPW security, parking enforcement, fire code enforcement, cleanup)

Village Code provides for cost reimbursement by event sponsors, but not for permit administration, parking enforcement or fire code enforcement.

§ 249-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

PARADE or PROCESSION A recognizable group of 10 or more vehicles, or 20 or more persons not riding in vehicles, proposing to march or proceed along any public street or roadway.

SPECIAL EVENT Social festivals, celebrations or parties; street fairs, carnivals; circuses; fund-raising events; and road races (pedestrian or vehicular), which events take place on public property, or on private property open to the public, and which cause the

Village to expend municipal resources to monitor same in order to protect the public health, safety or welfare.

§ 249-4. Exceptions.

The provisions of this chapter shall not apply to:

A. Funeral processions.

B. Parades, processions or special events declared by resolution of the Board of Trustees to be sponsored by the Village of Nyack or as a part of official Village ceremonies.

C. Students going to and from school classes or participating in school activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities.

§ 249-12. Payment of costs. [Amended 3-27-2014 by L.L. No. 1-2014]

The applicant shall pay the following costs incurred by the Village of Nyack as a result of a parade, procession or special event:

A. Administrative costs in application processing: no charge.

B. Department of Public Works: actual costs as invoiced to permittee.

C. Parking enforcement: no charge.

Policy Context:

1. Typically, the VON charges DPW labor for street closure events, just for during the event, not for preparation, except no cost for block parties and VON sponsored events. The exclusion of parking authority labor cost means all the work putting up parking signs and getting cars cleared from the area pre-street closure is unreimbursed. The Building Dept also typically staffs street fairs with the Fire Inspector, also unreimbursed.
2. Block parties – typically the DPW has provided lightweight wooden barriers. I have recently begun including in the party planning the placement of personal vehicles to harden street closure barricades provided by DPW. Use of Meridian barriers or DPW staffed trucks would be too expensive for block party organizers to pay for. Traditionally, the village does not require insurance for block parties, as they are semi-private events. The village does not prohibit on-street parking during these closures or block driveways.
3. Memorial Park and Hez Easter Park – these events typically require little to no DPW labor. Gazebo permits do not come with a guarantee of exclusivity, ie, staffing, but this has not been a problem as the public respects permitted users' occupancy. There is some risk of damage to facilities, such as wear and tear on grass, occasional litter, etc. Staff time for scheduling, event coordination and advice, permit review, board agenda, etc., is significant. While permits do not

provide for exclusive use of a facility, in reality the organized use of a facility does mean that it is not as open to passive use by others as it otherwise would be. Public concerns also include amplified sound (level and duration).

4. The BOT denied one permit for Memorial Park in 2025 for use by a large youth summer camp, and amended local law to provide for a more robust review of applications. From time to time, staff receive complaints about unpermitted large youth groups and respond with the support of OPD to enforce the policy of no groups without permits and no buses parking in the marina lot.
5. If the BOT wishes to create a fee schedule for special events it may want to consider the following factors:
 - a. For street closures –
 - i. Amend law to include pre-street closure parking labor, but not during the event, because ticket writing during special events can pay for parking labor; and include fire code enforcement as a cost that is reimbursable during street fairs.
 - ii. Amend law to include administrative labor for planning and permitting, and then amend the fee schedule via resolution to create an administrative fee for permit applications (\$150/event?)
 - iii. Exempt Block Parties because they are basically private events.
 - b. For park events.
 - i. Administrative fee for planning and permitting – recommend \$75/event permit application fee for groups of over 50 people, \$0 for smaller groups?
 - ii. Security deposits – require \$250 security deposit for groups of over 50 people?
 - c. Fee waivers – applicants with charitable or nonprofit projects can be expected to request fee waivers. The BOT should carefully consider the list below of typical events to ensure it is comfortable charging permit application fees to all the non-Village sponsored events (listed separately below), as it is quite difficult to waive fees without inviting allegations of favoritism. If the BOT wants to provide fee waivers, this should be developed as a consistent policy.

Permits issued in 2025

This table shows a typical annual run of park and street closure events, organized by location, 1 = memorial park, 2 = street closure, 3 = Hezekiah easter square.

1 = Mem Park		
2= Street closure		
3 = Hez	Event	Location- Event Time

Easter		
0	Gran Fondo	Piermont Rd - Gedney - -Fourth - B'way - 9W
0	Lighthouse Swim	Marina Lot 8:30AM
1	Penguin Plunge	Memorial Park 12pm - 2pm
1	July Fireworks - Music Fest	Memorial Park - Noon - 10PM
1	Hometown Heroes 9-11 event	Memorial Park - 6:30pm
1	no kings rally, Rockland Indivisible	Memorial Park 12pm - 2pm
1	easter egg hunt in memorial park	memorial park, 2-5 PM
1	modern druid event in mem park	Top Field
1	Yoga Fest	Memorial Park - lower lawn
1	Abigail Hammond Wedding	Memorial Park - gazebo
1	Nyack Arts & Crafts Walk	Upper Lawn and Hez Easter and Veterans Lot
1	Hopper outdoor art	Upper Lawn
1	Music on the Hudson Concerts	memorial park gazebo
1	various church and music events	hezekiah easter square
1	volleyball in memorial park	upper and lower lawn
1	basketball tournament in memorial park	basketball court
1	flag football group	lower lawn
1	Every Town for Gun Safety/Moms Demand Action	memorial park

1	kula for karma meditation	waterfront
1	church music community event - pastor joseph	memorial park gazebo
1	phoenix festival	upper lawn
1	congregation sons of israel ceremony by the river	waterfront
1	YMCA basketball program	basketball court
1	birthday party children	playground
1	wedding ceremony	memorial park gazebo
1	church music community event - ignite church	memorial park gazebo
1	rivertown film showing - memorial park	memorial park gazebo
1	church gospel concert - berea	memorial park gazebo
1	music for toddlers, gazebo, memorial park - sessions	memorial park gazebo
1	birthday party children	playground
1	Rockland Moms and Babies play date group	memorial park gazebo
1	Nyack HS Drama Club picnic	waterfront
1	birthday party children	playground
1	FIFA event with Jenna	Memorial park/hez easter/street closure??
1	Porchfest	Memorial Park - lower lawn
2	Memorial Day Parade	River Space parking lot - north on Franklin - east on Main - south on

2	African American Day Parade	Memorial Park - Depew, Franklin, Main St., South Broadway, Depew,
2	Fire Dept memorial procession	New st - B'way - Main - Midland - Sickles - cemetery; 9AM
2	Halloween Parade	Piermont, Broadway, Main Street
2	Back to School BBQ	
2	Salsa on Sobro	
2	Springfest	Main & Broadway (8am - 6pm)
2	Dancing in the Streets	N Broadway from Main to High Ave
2	ACADA Street Fair	Main & Broadway
2	Pride Promenade	Main & Broadway; Pride Sunday, June 9th, 11am – 5pm.
2	Pride Block Party	Franklin & Jackson Ave - close Jackson at noon / event is 5-9PM
2	Classic American Car Show	TBD - starting around 4PM
2	ACADA Street Fair	Main & Broadway
2	Chamber Street Fair - Septemberfest	Main & Broadway
2	Exotic Car Night	Main Street - downtown
2	Jazz Fest	
2	SEptemberfest street fair	
2	Blocktoberfest	Franklin Street
2	ACADA Street Fair	Main & Broadway - 8am - 6pm
2	Spirit of South Broadway	So Bro - Hudson to Gas station

2	cars and coffee	sobro parking
2	drive-in movie, artopee lot	artopee parking lot
2	hope wade dog fashion show	nobro
2	block party, summit ave	street closure
2	block party, marion st	street closure
2	block party, south mill st	street closure
3	Field & Forage LLC	Veterans Easter Square
3	Holiday Tree Lighting	Gazebo Main St - 6PM
3	league of women voters -	Veterans Easter Square
3	various musical events	Veterans Easter Square

VILLAGE SPONSORED EVENTS

A list of annual special events typically declared as “sponsored” by the VON for which no village costs are reimbursed, nor is insurance required:

Penguin Plunge
Memorial Day Parade
African American Day Parade
Fire Dept memorial procession

July Fireworks
Hometown Heroes 9- 11 event
Halloween Parade
Back to School BBQ

INTEROFFICE MEMORANDUM

TO: MAYOR RAND AND TRUSTEES

FROM: ANDY STEWART , VILLAGE ADMINISTRATOR

SUBJECT: YOUTH RECREATION PROGRAM FUNDING PROPOSAL

DATE: JUNE 11, 2026

Project summary:

Use cannabis tax revenues to underwrite coordination of a VON-branded recreation program composed of three principal parts:

1. Youth employment - liaison between Nyack youth and the county youth bureau to offer opportunities to youth and local businesses and nonprofits for county -funded summer employment at local businesses.
2. Teen leadership nyack - a program focused on career exposure and leadership development for high school students, modelled on the successful Leadership Rockland program for teens.
3. Recreation program - for middle and elementary school aged youth, focused on aligning local youth with local educational and recreational businesses offering programs for youth in the arts, crafts, music, etc. VON program will promote to diverse audience, handle registrations, and pay program hosts negotiated fees.

Focus on equity of access: program will have a scholarship budget line for families who cannot otherwise send their children. Program outreach will focus on recruiting a diverse range of participants. Differential program fees for residents/non-residents.

The overall goal of the project is to foster healthy, engaged youth, building confidence, life skills, career awareness, experiences worthy of going on a resume, and social connections, and to drive demand for local youth programming businesses and nonprofits.

Budget - from Cannabis sales tax revenues

- PT civil service title PT/20 hours/week/\$47/hour x 50 weeks – \$47,000
- PT assistant - \$16hr x 5 hrs/week x 40 weeks = \$3,500
- Scholarships for programs - 12 scholarships x \$150/pp - \$2000
- Community pass program registration and payment software - \$5000
- Food and prizes and gift cards - \$2000
- Program support fund misc - \$5000
- Promotional media print/web/FB/personal outreach to nonprofits and FRC, etc., to make sure there is equal access... \$2500

- TOTAL - \$67K/year

Program Elements

High School Students

1. Summer Youth Employment Program - Job placement through county youth bureau which pays a portion of wages and provides training. Excellent resume builder. Set a modest goal of providing job placements for 10 youth per year.. LeeAnne would act as liaison to increase the impact of this program in Nyack for both students and businesses/non-profits.
2. Teen Leadership Nyack - [project notes](#) - Excellent resume builder. Inspired by Teen Leadership Rockland program model, curated locally.
<https://www.leadershiprockland.org/program-overview/teen-leadership-rockland/>
 - a. High School students, maybe include 8th graders, Max 12-15 participants.
 - b. September to June program
 - c. Career exposure to a range of professions - monthly meetings
 - d. Field trips to Fire Dept, Hopper House, water treatment plant, local businesses, etc.
 - e. Volunteer group community service project (tree planting, park bench rehab, etc.)
 - f. Graduation ceremony with Village Board of Trustees
 - g. Participate in Rockland Planning Land Use with Students

Elementary and Middle School Students

3. Recreation programming, for elementary and middle school student ages...
 - a. Recruitment of local host organizations and coaches in the arts, sports, etc.
 - b. Make calendar of program options, fee schedule for participation (negotiate with hosts for cost and program details).
 - c. Promote programs, register participants, support hosts and participants, pay hosts, administer scholarship fund.
 - d. Examples of programs to offer:
 - i. Theater - such as the Shakespeare program.
 - ii. Hiking and orienteering
 - iii. Field biology/forest and Hudson River studies
 - iv. Cooking
 - v. Sailing
 - vi. Music
 - vii. Art
 - viii. Knitting
 - ix. Yoga
 - x. CPR
 - xi. Babysitting safety

- xii. Martial arts
- xiii. Sports in the park...
 - 1. Skateboarding
 - 2. Basketball
 - 3. Kickball

High School and Middle School Students

- 4. Community service hours/credits projects. Liaison for fulfilling community service obligations by students.
 - i. Blizzard Snow shoveling - fire hydrants, sidewalks, walkways
 - 1. Ossining recreation examples
 - 2. Work with Sports teams/coaches
 - 3. Paid in pizza gift certs
 - ii. Special events support volunteers - parades, etc.
 - iii. Downtown ambassadors program?
 - iv. Pollinator gardens...
 - v. Meals on Wheels...
 - vi. Graffiti paint over
 - vii. Lamppost sticker removal
 - viii. Community garden cleanup
 - ix. Leaf raking needs
 - x. Recycling and food waste recycling promotion
 - xi. Farmers mkt...
 - xii. Parade participation and support

Future Program Growth Opportunities

- Adult participants - kickball?
- Special needs participation
- Toddler programs
- Teen career exposure intensive one week summer program - fire, police, medical, etc.

Program Leadership - Leanne Reiss

Leanne Reiss is an experienced youth recreation administrator and coordinator. She currently runs the Nyack Summer Food program and is a program coordinator with Flavor Labs, a company that delivers cooking classes to diverse settings, including municipal recreation programs, teaching about science, nutrition, health and food. She has a deep understanding of Nyack community, nonprofit and business sectors, school district and diversity of youth population and their interests and needs.

She is a founder of the first Village of Nyack recreation program, which ran from 2016 to 2020.

VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

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: _____

Emmanuel Graham

Date: _____

06.15.2020

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: Emmanuel Graham Signature: Emmanuel Graham

Company Name (if applicable): _____

Date: 06.15.2026

Please sign, date and return to:

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



Application form complete
Liability release and rules agreements signed

Memorial Park ✓

AREA(S) REQUESTED: ✓ Upper Lawn
Waterfront

____ Basketball Court
Splash Pad

APPLICANT/LICENSEE
NAME Center for Safety & Change / Nicole Hines

ADDRESS 9 Johnsons lane

CITY New City STATE Ny ZIP CODE 10956

DAYTIME PHONE # 845-538-2278 EMAIL: nhines@Centersc.org

DATE(S) REQUESTED: Aug. 26, 2026 TIME: From 5 AM/PM to 10 AM/PM

(Rain date: _____/_____/_____)

Description of the nature of the activity/purpose: "DANCE for change" we will have

Description of the nature of the activity/purpose: a by possibly food truck 6-9pm-10pm

5pm will be setup 6pm start : 9pm end and 9-10 cleanup

Number of Attendees/Participants: 50-100

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

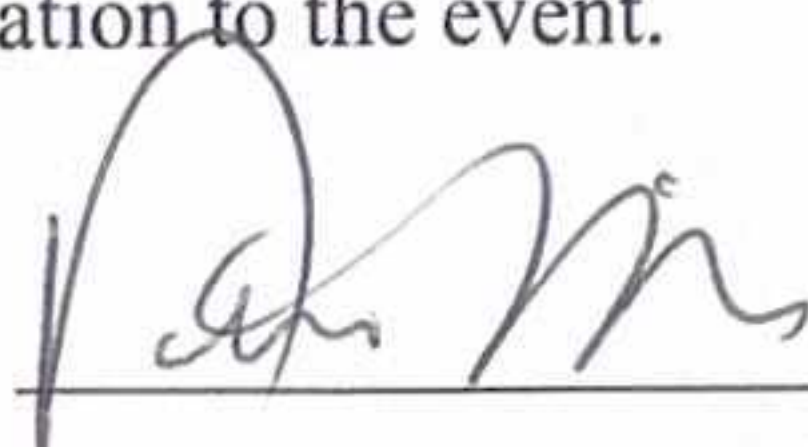
1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked 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: _____

6/22/20

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: Nicole Hines Signature: 

Company Name (if applicable): Center for Safety & Change

Date: 6/22/24

Please sign, date and return to:

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

Village of Nyack

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

Overview:

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

For Internal Use Only -- Application checklist

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

TOTAL DUE: \$ _____ Date Paid: _____

Applicant Information:

Date of Application: June 15, 2026 Name of Applicant: Best Buddies International Inc

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

Business Owner/Proprietor Name: Anthony Kennedy Shriver

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

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

Existing Approval to serve Alcoholic Beverages: Yes _____ No ☒ X

Event Information:

Date of Proposed Event: October 3th, 2026 Name of Event: Best Buddies Bike Run NYC 2025

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

Please see the link to the route: <https://ridewithgps.com/events/436705-best-buddies-challenge-new-york-2026?S=55110697>

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

Operational Requirements:

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

Physical Requirements:

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

Maintenance Requirements:

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

Fire Safety Requirements:

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

ATTACHED:

INSURANCE REQUIREMENTS

HOLD HARMLESS AGREEMENT

Insurance Requirements For Use of Village Owned Property

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

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

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

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: Best Buddies International Inc.

Name: Ekaterina Osipova Signature: _____



Date: 6/15/2026

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