Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

November 17, 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. **Presentations**

5. **Public Hearing** -

   7:30 pm – Public Hearing to Consider Amending Village Code to Amend Chapter 360 (Zoning) Imposing and Establishing a Temporary Moratorium, so as to Suspend Land Use Board Approvals, Issuance of Building Permits and the Processing of Same, within the Route 59 Corridor

6. **Adoption of Minutes –** Minutes 10/22/26

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. 2026-211 Resolution of the Village Board of Trustees of the Village of Nyack Accepting Audited Voucher Summary

   WHEREAS, the Audited Voucher Summary was presented to the Nyack Village Board of Trustees at its regularly scheduled meeting of November 17, 2026.

   RESOLVED, the General Fund Claims set forth on Pages 1 through 14 in the below listed amounts are approved for payment:

   GENERAL FUND $546,599.85

NYACK PARKING AUTHORITY	$ 77,341.44
WATER FUND	$295,890.27
CAPITAL PROJECTS – 2017 Improvements	$ 70,125.90
TRUST AND AGENCY	$ 6,325.00

7.2 Resolution No. 2026-212 Resolution of the Village Board of Trustees of the Village of Nyack to Approve A Refund For An Incorrect Parking Payment

WHEREAS, the Village of Nyack Parking Authority has determined that Mary Ellen McGovern paid $25.00 on October 18, 2026, for a boat launch instead of parking; and

RESOLVED, the Board of Trustees approves reimbursement of the $25.00 incorrect payment and directs the Village Treasurer to issue and record the refund.

7.3 Resolution No. 2026-213 Resolution of the Village Board of Trustees of the Village of Nyack Authorizing Refunds of Building Permit Fees

WHEREAS, the Building Department has requested refunds of building permit fees for the applicants listed below; and

WHEREAS, the Board of Trustees has reviewed the requests and deems the refunds appropriate;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Nyack hereby authorizes the following refunds of building permit fees:

Applicant	Property Address	Permit No. / Reason	Refund
Tectonic Eng.	36 S. Broadway	Permit not issued; application withdrawn	$4,478.81
Brain O'Connor	101 Gedney Street	Application #2026-399; withdrawn	$225.00
DeLeonardis Electric, Inc.	101 Gedney Street	Application #2026-355; withdrawn	$225.00
Lake Manor Const., Inc.	103 Gedney Street	Permit #25-203; overpayment	$100.00
Kevin Pollock	110 Gedney Street	Permit #26-177; heat pump waived under Energy Program Grant	$700.00
Alek Patrick	105 Jackson Avenue	Permit #26-192; overpayment	$28.93
Norah McGee	29 Marion Street	Permit #26-111; overpayment	$50.00

Applicant	Property Address	Permit No. / Reason	Refund
Highline Lube, LLC	31 Route 59	Permit not issued; application withdrawn	$375.00

BE IT FURTHER RESOLVED, that the Village Treasurer is hereby authorized and directed to issue the refunds listed above, totaling $6,182.74.

7.4 Resolution No. 2026-214 Resolution of the Village Board of Trustees of the Village of Nyack Authorizing the Scheduling of a Public Hearing to Consider a Proposed Local Law that, if Adopted, will Amend Article VII (Parking, Standing and Stopping) of the Village Code, Prohibiting Parking on Both the North and South Sides of Gail Drive Extension onto Mountainview Avenue

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the scheduling of a Public Hearing to be held on December 7, 2026, at 7:45 pm, to consider amending Village Code, Article VII (Parking, Standing and Stopping), to prohibit parking on both the north and south sides of Gail Drive extension onto Mountainview Avenue.

7.5 Resolution No. 2026-215 Resolution of the Village Board of Trustees of the Village of Nyack Authorizing the Submission of 2026-2027 Unpaid Taxes to the County of Rockland for Relevy

WHEREAS, the Village Board has received the abstract of unpaid taxes for the 2026-2027 fiscal year, prepared in accordance with applicable laws and regulations; and

WHEREAS, it is necessary to submit said abstract to the Rockland County Treasurer for relevy, so that unpaid taxes may be added to the County tax roll and collected in accordance with law; and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees that the Mayor and Village Trustees are authorized to execute the attached abstract of unpaid taxes for submission to the County of Rockland for relevy.

7.6 Resolution No. 2026-216 Resolution of the Village Board of Trustees of the Village of Nyack Authorizing the Purchase of a Hydraulic Hose Making System for the Department of Public Works

WHEREAS, the Department of Public Works has identified the need to purchase a hydraulic hose-making system and related equipment; and

WHEREAS, the Village has received a proposal from Choice Distribution, Inc., in the amount of $13,257.05, and wishes to utilize Nassau County Contract No. BPNC25000241, awarded through competitive bidding and available to political subdivisions pursuant to New York State General Municipal Law §103(16);

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby authorizes the purchase of the hydraulic hose-making system and related equipment from Choice Distribution, Inc., in the amount of $13,257.05, pursuant to Nassau County Contract No. BPNC25000241; and

BE IT FURTHER RESOLVED that the appropriate Village officials are authorized to take all actions necessary to complete said purchase, including execution of any required documents, and that the Village Treasurer is authorized to make payment upon delivery and acceptance of the equipment.

7.7 Resolution No. 2026-217 Resolution of the Board of Trustees of the Village of Nyack to Approve a Permit Application from Brittany Gordon, Not Your Disability Inc., for use of the Marina Parking Lot, November 21, 2026

RESOLVED, the Board of Trustees of the Village of Nyack authorizes the issuance of a special event permit to Brittany Gordon, Not Your Disability Inc., for use of the Marina Parking Lot for a Thanksgiving turkey giveaway for local families, Sunday, November 21, 2026 from 11:00 a.m. – 1:00 p.m.

7.8 Resolution No. 2026-218 Resolution of the Board of Trustees of the Village of Nyack Approving an Application for the African-American Day Parade and Event in Memorial Park, June 5, 2027

RESOLVED, the Board of Trustees of the Village of Nyack approves an application from the African-American Day Parade Committee for the use of Memorial Park for the African-American Day Parade and event on June 5, 2026, and authorizes the necessary street closures for the parade route, beginning on Depew Avenue at Piermont Avenue, continuing to South Franklin Street, to Main Street, to South Broadway, and returning to Depew Avenue and into the park, including the reservation of parking spaces on Depew Avenue between Piermont Avenue and the park gate, with a rain date of June 12, 2026.

7.9 Resolution No. 2026-219 Resolution of the Board of Trustees of the Village of Nyack Approving an Application for the Pride Sunday Event on Broadway and Main Street, Sunday, June 13, 2027

RESOLVED, the Board of Trustees of the Village of Nyack approves an application from the Rockland Pride Center for the closure of Broadway and Main Street for the annual Pride Sunday event on Sunday, June 13, 2027, and authorizes the necessary street closures for the parade and vendors.

7.10 Resolution No. 2026-220 Resolution of the Board of Trustees of the Village of Nyack Approving a Contract with NYS Solar Farm for Rooftop Solar Equipment on Village Hall and the DPW Garage

WHEREAS, it is the desire of the Board of Trustees of the Village of Nyack to reduce greenhouse gas emissions from municipal operations and take advantage of energy cost savings available through solar power,

WHEREAS, the Village of Nyack obtained a NYS NYSERDA Clean Energy Communities grant for $262,500 for the construction of rooftop solar projects on municipal buildings (contract 238342, dated September 11, 2024),

WHEREAS, on April 9, 2026, the Board of Trustees approved a consulting agreement with Municipal Solar Partners to develop a request for proposals for solar rooftop equipment, and thereafter, the Village distributed a Request for Proposals for solar installations, hosted a site visit for contractors and received a proposal for such equipment from NYS Solar Farm,

WHEREAS, the Municipal Solar Partners and Village staff and volunteers have reviewed the NYS Solar Farm proposal and judged it outstanding with regard to price, contractor experience and proposed equipment, and recommend approval,

RESOLVED, the Board of Trustees of the Village of Nyack approve a contract with NYS Solar Farm for an amount not to exceed $261,500, for the installation of rooftop solar equipment on the DPW garage and Village Hall, and direct the Village Administrator to execute any needed documents to effectuate the installation of this equipment, subject to the approval as to form by the Village Attorney,

FURTHER RESOLVED, the Board of Trustees of the Village of Nyack thanks Marcy Denker and Steve Cea for their leadership of the Sustainability Committee and their efforts to obtain and implement grants for capital projects that reduce the consumption of nonrenewable energy.

7.11 Resolution No. 2026-221 Resolution of the Board of Trustees of the Village of Nyack Approving an Application to the Understory Foundation for Funding for Five Stormwater and Biodiversity Projects

WHEREAS, it is the desire of the Board of Trustees of the Village of Nyack to support pollinator gardens, tree planting and, where possible, the removal of paved surfaces, to obtain such benefits as biodiversity, beauty, shade on sidewalks and parking areas, and reduced flooding and improved water quality,

WHEREAS, the installation of gardens and trees in currently paved areas is costly and requires engineering design expertise, and The Understory is a regional nonprofit that has opened a grant program for this kind of work,

RESOLVED, Board of Trustees of the Village of Nyack approve an application for funding from The Understory for the design of a series of garden, tree planting and stormwater treatment projects, all of which involve the removal of paved surfaces

within the Village right of way, at the following locations: Catherine Street in front of the DPW; the corner of Washington St and Burd St, the corner of Main Street and North Mill St, the intersection of Hudson Ave and Piermont Ave, and the Marina parking lot.

7.12 Resolution No. 2026-222 Resolution of the Board of Trustees of the Village of Nyack Approving a Contract for Payment Processing Services with Gila LLC, d/b/a Municipal Services Bureau ("MSB")

WHEREAS, MSB has agreed to reduce its credit card processing fee for parking meter payments from fifty cents per transaction to twenty five cents per transaction, and this will result in substantial savings to the Village of Nyack,

RESOLVED, Board of Trustees of the Village of Nyack approves a contract for payment processing services with MSB, subject to approval as to form by the Village Attorney.

7.13 Resolution No. 2026-223 Resolution of the Board of Trustees of the Village of Nyack Approving an Application by Rabbi Chaim Zvi Ehrenreich for placement of a Menorah at Hezekiah Easter Veterans Memorial Park

RESOLVED, the Board of Trustees of the Village of Nyack approves an application from the Rabbi Chaim Zvi Ehrenreich for placement of a Menorah at Hezekiah Easter Veterans Memorial Park on or around December 1, 2027, through December 12, 2027, with a special event on Sunday, December 6, 2027 at 4:30 pm for the annual candle lighting ceremony.

7.14 Resolution No. 2026-224 Resolution of the Board of Trustees of the Village of Nyack Approving an Application from Louise Newsome for the Nyack Arts and Crafts Walk on Saturday, October 9, 2027

RESOLVED, the Board of Trustees of the Village of Nyack approves an application from the Louise Newsome the Nyack Arts and Crafts Walk on Saturday, October 9, 2027, and authorizes use of Hezekiah Easter Veterans Memorial Park, Veterans Parking Lot and Cedar Street for vendor businesses.

7.15 Resolution No. 2026-225 Resolution of the Board of Trustees of the Village of Nyack Adding Bobbie Gardner, President, Central Nyack Civic Association, as a Member of the Steering Committee for the Nyack Uptown Gateway Planning Project

WHEREAS, the Board of Trustees of the Village of Nyack aims to include the perspectives and insights of the residents of Central Nyack, Town of Clarkstown, in the Nyack Uptown Gateway Planning Project, focused on the revitalization of the Rte 59 Corridor in Nyack, and this study area is immediately adjacent to Central Nyack, and the Central Nyack Civic Association plays a vital role in convening Central Nyack residents to discuss issues of mutual concern, such as traffic safety at the intersection of Rte 59, Waldron Avenue and Mountainview Avenues,

RESOLVED, the Board of Trustees of the Village of Nyack approves the appointment of Bobbie Gardner, President, Central Nyack Civic Association, as a Member of the Steering Committee for the Nyack Uptown Gateway Planning Project.

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

10 New Business

11 Communications

11.1 Dominic Pilla, letter of interest in appointment as mayor
11.2 Rockland County Planning Department, GML review of proposed moratorium on development in the Route 59 corridor in Nyack.
11.3 Village of Nyack Planning Board review of proposed moratorium on development in the Route 59 corridor in Nyack

12 Public Comment

13 Executive Session

14 Adjournment

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

A LOCAL LAW AMENDING CHAPTER 360 (ZONING) OF THE CODE OF THE VILLAGE OF NYACK, IMPOSING AND ESTABLISHING A TEMPORARY MORATORIUM, SO AS TO SUSPEND LAND USE BOARD APPROVALS, ISSUANCE OF BUILDING PERMITS AND THE PROCESSING OF SAME, WITHIN THE ROUTE 59 CORRIDOR

(10/23/2026 DRAFT)

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

Section 1 - Legislative Authority, Purpose and Intent:

This Local Law is adopted pursuant to New York State ("NYS") Municipal Home Rule Law ("MHRL") §10; and in accordance with the procedures prescribed in MHRL §20, and NYS Village Law §4-412(1)(a), §7-700, §7-704, §7-706, §7-708 and §21-2100. The Board of Trustees ("Village Board") of the Village of Nyack ("Village") is undertaking a comprehensive planning and zoning study of the Route 59 corridor that may substantially alter permitted uses, density, dimensional standards, site design, streetscape requirements and redevelopment opportunities. Development under existing regulations, during this limited planning period, could result in improvements or land use patterns inconsistent with the emerging comprehensive framework, and could impair opportunities for coordinated redevelopment, assembly of parcels into a larger space for redevelopment, infrastructure improvements and implementation of a resultant plan. As such, the Village Board recognizes the need to review and amend the Village's Comprehensive Plan, and to conform its zoning regulations to the Comprehensive plan, and also to the NYS laws governing land use and zoning.

Section 2 - Legislative Findings:

The Village Board finds that appropriate measures must be taken to secure a temporary reasonable halt on development, subdivisions, building permits and approvals for land development, within the study areas, to protect the public interest while the Village completes its review of, and potential revisions to, the Village's Comprehensive Plan and Zoning Code (Chapter 360 of the Village Code), including any necessary compliance with the analysis and procedures mandated by the State Environmental Quality Review Act ("SEQRA").

Without a temporary halt on land development, certain residential building permits, and approvals for development, there is the potential that undesirable development could be located in the study area, which would be unsuitable, or incompatible, with the goals and objectives of the Comprehensive Plan and Zoning Code text amendments. By maintaining the *status quo* on all land development, until such time as appropriate consideration is deliberated, and potential amendments to the Zoning Code and revisions to the Comprehensive Plan are adopted, the

Village Board will be enabled, by this moratorium, to provide for the planned orderly growth and development of the Route 59 corridor.

The Village Board has retained the services of a planning consultant (BFJ Planning) to provide recommendations regarding review of, and amendments to, the Comprehensive Plan and Zoning Code text, and to provide a draft of a revised Comprehensive Plan, for the Route 59 corridor. The Village Board also created an advisory board of residents, and members of various Village land use boards, including the Village Board, to assist the planning consultant. The planning consultant and advisory board have worked diligently, and anticipate a draft Comprehensive Plan for the Route 59 corridor, and recommended Zoning Code text changes, to be submitted to the Village Board by June 30, 2027. Therefore, the Village Board has determined that this above-described moratorium should be adopted for a finite amount of time in order to allow the planning consultant and advisory board to complete their work.

Section 3 – Chapter 360 (Zoning), of the Code of the Village of Nyack, is amended to the extent only of adding a new "Article VII," which new "Article VII" shall be entitled "Route 59 Corridor Moratorium," and shall read as follows:

Article VII. Route 59 Corridor Moratorium

§ 360-6.2. Moratorium Imposed; Applicability.

A. A moratorium on all Village land use board approvals, and all building permits, as set forth below, is hereby imposed.

Geographic Applicability: This moratorium shall apply solely to those properties within the Village identified on the map entitled "Route 59 Corridor Moratorium Area," dated [DATE], attached hereto as Schedule A and incorporated herein by reference. The properties subject to this moratorium shall also be identified by their respective Town of Orangetown Tax Map parcel numbers set forth in Schedule B. In the event of any discrepancy between the Schedule A map and the Schedule B Tax Map parcel list, the Schedule B Tax Map parcel list shall control. These aforesaid properties (Schedule A and Schedule B) shall comprise, and hereinafter be referred to as, the "Moratorium Area." No property outside the Moratorium Area shall be subject to the moratorium restrictions established by this Local Law (Article VII).

B. The moratorium established by this Local Law (Article VII) shall expire, without further action of the Village Board, on June 30, 2027, and thereafter shall be of no further force or effect. However, if it appears that any required review and study, referred to hereinabove, will not be completed by June 30, 2027, then the Village Board may, by Resolution, extend the period of this Moratorium for up to a maximum of an additional two three-month extensions.

C. Scope: Other than as exempted in subsection "E" below, no Village board, agency or department shall process, hear, approve, issue, grant or sign any new, or any pending, preliminary or final site development plan, preliminary or final subdivision plat, special

permit, variance, or any land disturbance or grading permit, erosion and sediment control permit, floodplain development permit, and water connection permit.

D. To the extent that any provision of NYS law imposes a time frame for action by a municipal agency, entity, board or body, so that a default approval will result from any inaction by the municipal agency, entity, board or body, then the time for any action required by the municipal agency, entity, board or body shall be, and is, hereby extended until this moratorium has, and any and all extensions thereof have, fully expired. Therefore, no default approval shall be deemed to have occurred or transpired with regard to any application for any approval concerning any type of land use development by reason of this moratorium being in effect. Should any NYS law preempt this provision, then the Village Board's adoption of this Local Law (Article VII) shall be deemed to constitute a denial, without prejudice, of any such land use application or relief sought by any land use applicant, with said application or relief being deemed as ready for resubmission and reconsideration ninety days after the date of the expiration of this moratorium or of any and all extensions thereof.

E. Exemptions:

The following types of land use applications, Building Department processing, land use board reviews, permits, grants and approvals shall be exempt from this moratorium, and may be considered and acted upon during the moratorium:

1. The issuance of building permits to a property that has received final site development plan approval, final special permit approval, or final subdivision plat approval ("land use board final approval"); provided, however, that said property is under development at the time of the adoption of this Local Law (Article VII), and also provided that the land use board final approval has not expired or lapsed.

2. Small or minor projects, such as restoration, alteration or renovation of facades without expansion, extension or enlargement of the facade, tenant fit-outs, signs, awnings and windows, provided the work does not expand, extend or enlarge the building, change its use, or increase density.

3. The project located at 47 Route 59 (the Super 8 motel – 65.35-1-9 and 65.25-1-6), for which there is an active Building Permit allowing the interior renovation of the hotel, including hotel rooms.

4. Consideration, and approval, by the Village's Zoning Board of Appeals of an application for an area variance, or for an interpretation, but not for any approvals that facilitate otherwise prohibited development.

5. Issuance of a ministerial permit, such as, but not limited to, a Building Permit issued for the purpose of complying with the NYS Uniform Fire Prevention and Building Code, or to remedy a code violation, or other work needed for safety and accessibility improvements; tree removal permit; sign permit; or a Certificate of Compliance issued under Chapter 140 of the Village Code, which is issued solely for the purpose of documenting compliance with the NYS Uniform Fire Prevention and Building Code.

6. Approval of a Lot Line Change (property boundary adjustment), provided that said adjustment does not increase the size of any lot by greater than ten percent (10%).

7. Approval of an addition, alteration or reconstruction of an existing building or structure, which results in no greater than a ten percent (10%) increase in the square footage of such building or structure, and which is not intended or designed to alter the approved or legal use and occupancy, nor accommodate any new or different use, of such building or structure.

8. Approval of a land use application that has been issued a Negative Declaration pursuant to the State Environmental Quality Review Act (SEQRA), by the Lead Agency, as of the date of adoption of this Local Law (Article VII) effectuating this moratorium.

F. Any land use applications for board approvals or permits, which are filed after the date of adoption of this Local Law (Article VII) effectuating this moratorium, and which are not exempted from this moratorium, shall be filed at the risk of the applicants and shall not be processed, granted, approved or issued until this moratorium has fully expired.

G. During the period of the moratorium, the Village Board shall endeavor to complete all reasonable and necessary reviews, studies, analyses and, if warranted, revisions to the Village Zoning Code.

§ 360-6.3. Administrative Relief from Moratorium.

A. In order to avoid the improper taking of property, and to prevent irreparable harm, the Village Board is authorized to grant limited relief from this moratorium pursuant to the standards and requirements herein. An applicant seeking such relief shall be required to show, by clear and convincing evidence, including credible "dollars and cents" financial proof, that (i) the applicant cannot make any reasonable use of its property with any of the uses permitted in the relevant Zoning District; (ii) the moratorium causes irreparable injury to the applicant; and (iii) it would be unreasonable and unjust not to grant relief from the moratorium. Any relief granted by the Village Board shall be the minimum necessary, and the Village Board may impose conditions on any relief granted.

B. All applications for relief from the moratorium shall be treated as Unlisted Actions under SEQRA, and the Village Board shall be the Lead Agency for such applications for relief.

C. In the event that relief from the moratorium is granted by the Village Board, the applicant shall proceed to other required Village board(s), if any, to apply for the required development approvals (if any). Notwithstanding any relief granted, pursuant to this section, a development approval shall not be granted unless the approved application complies with all Village Zoning Code regulations and all other Code requirements in effect on the date of approval.

§ 360-6.4. Notice to Applicants; Change in Zoning Requirements.

This §360-6.4, of this Article VII, provides notice to all applicants that, although an application authorized in § 360-6.3 above may proceed through the Village's Planning Board and/or Zoning Board of Appeals review process, the applicant proceeds at its risk, because such application may be impacted or denied because of a change in Site Development Plan, Subdivision, Special Permit and/or other planning, land use and/or zoning regulations and requirements ("Zoning regulations"). A land use approval shall not be granted unless the proposed application complies with all Zoning regulations in effect on the date of approval.

§ 360-6.5. Effect on Other Laws.

To the extent that any NYS statute, law, ordinance, rule or regulation, or parts thereof, including Article 16 of NYS Village Law, are in conflict with any provision of this Article VII, this Article VII shall control and govern.

§ 360-6.6. Severability.

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

§ 360-6.7. Supersession of Inconsistent Laws, if any.

The Village Board hereby declares its legislative intent to supersede any provision of any other Village Local Law, or of any NYS statute, law, rule, code or regulation ("law") that may be inconsistent, or in conflict, with this Local Law (Article VII). The NYS law that shall be, and hereby are, superseded include, but are not limited to, all of Article 16 of NYS Village Law, and any other provision of law that the Village may supersede pursuant to the NYS Municipal Home Rule Law and the Constitution of the State of New York. The courts are specifically requested to take notice of this legislative intent, and apply such intent in the event that the Village has failed to specify any provision of law that may require supersession. The Village Board hereby declares that it would have enacted this Local Law (Article VII), and superseded such provision, had it been apparent.

Section 4 – Effective Date:

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

Appendix A

Map - Black boundary line shows area of moratorium proposed.



Appendix B

List of Parcels in the Uptown Gateway Zoning Study

South Highland Ave/Kilby Street

2-4 South Highland Ave.	65.36-1-32
6 South Highland Ave.	65.36-1-33
8 South Highland Ave.	65.36-1-34 and 9 Route 59 65.36-1-34
10 South Highland Ave.	65.36-1-35 and 7 Route 59 65.36-1-35
12 South Highland Ave.	65.36-1-36
14 South Highland Ave.	65.36-1-37
11 Route 59	65.36-1-31
13-17 Route 59	65.36-1-30

West Gate Inn

26 Route 59	65.36-1-51

Route 59 (South Side), Kilby Street and Waldron Ave.

21 Route 59	65.36-1-48 (Kilby Street – SFR-2 to CC)
33 Route 59	65.35-1-14 (CC)
37 Route 59	65.35-1-13 (TFR/CC)
26-28 Upper Depew Ave.	65.35-1-12 (TFR)
41 Route 59	65.35-1-11 (CC)
45 Route 59	65.35-1-10
47 Route 59	65.35-1-9 (Super 8 Motel)
49 Route 59	65.35-1-7 (Chase Bank)
1 Waldron Ave	65.35-1-6 (part of Super 8 property)
3 Waldron Ave	65.35-1-5 (faces Waldron Ave.)
8-10 Waldron Ave	65.35-1-4 (medical offices)
55 Route 59	65.35-1-1 (McDonalds)
53 Route 59	65.35-1-2 (gas station)

Route 59 (North Side)

40 Route 59	65.35-1-21 (Old World Food Market)
32 Route 59	65.35-1-20 (auto store – for sale)
28 Route 59	65.35-1-19 (Tree House – Cannabis store)
28A Route 59	65.35 -1-18 (part of Tree House property)
51 Mountainview Ave	65.27-1-1 (Tappen Zee Manor) (include in the Study)

Memo

To: **Mayor and Board of Trustees**

Cc: **Bob Galvin, Planner**

From: **Andy Stewart, Village Administrator**

Date: **October 8, 2026**

Re: **Land Use Moratorium for Uptown Gateway Zoning Study**

Bob's memo below provides details of the moratorium process.

In summary, the Village is undertaking a comprehensive planning and zoning study of the Route 59 corridor that may substantially alter permitted uses, density, dimensional standards, site design, streetscape requirements and redevelopment opportunities. Development under existing regulations during this limited planning period could result in improvements or land-use patterns inconsistent with the emerging comprehensive framework and could impair opportunities for coordinated redevelopment, assembly of parcels into a larger space for redevelopment, infrastructure improvements and implementation of the resulting plan.

A moratorium that is time-limited (one year, or until the zoning study is complete), prohibits only major construction activities, such as a new drive-through or a new building, not small projects like facades or tenant fit-outs, and has a hardship waiver procedure, could help prevent the construction of a new building on a key parcel, the construction of which would simply forecloses the opportunity to redevelop the area in the most beneficial ways.

Memo

To: **Mayor and Board of Trustees**

Cc: **Village Administrator, Village Attorney, Chief Building Inspector**

From: **Bob Galvin, Village Planner**

Date: **7/28/2026**

Re: **Land Use Moratorium**

This memo is a follow up to a previous memo dated 3/7/2024 that reviewed moratoriums. This previous memo provided general information on the use of moratoriums by municipalities studying new land use strategy and code amendments. It reviewed definitions, the purpose of land use moratoriums, authority of local legislatures, implementation, limitations and concerns, and examples of land use moratoriums.

Corridor Land Use Study

The Village of Nyack has recently received a New York State Grant for the study of the Route 59 Corridor. The Route 59 Corridor had been identified in the Village's Comprehensive Plan (2016) as an area to allow additional uses in the CC zone to encourage economic development and greater activity including multi-family and live/work units. (These housing types are not currently allowed in the CC zone.)

BFJ Planning has been approved as the consultant by the Village Board of Trustees to conduct the land use study. The Consultant has provided the outline for the land use study along the Route 59 corridor. It includes an assessment of the area's existing conditions and zoning recommendations for multi-family housing. The land use study is planned to take 14 months for completion. The scope of work will include workshops, real estate/development analysis, impact analysis and infrastructure assessment (sewer, water) and traffic study. The corridor study will review transportation and mobility, a tour of the 59 corridor, workshops, redevelopment analysis, zoning strategy, build out analysis/fiscal analysis of sites, massing & visualization models illustrating how redevelopment could occur under proposed zoning framework, and development of zoning recommendations and EAF assessment. These will all be reviewed with the BOT and workshop participants.

Definition

A moratorium on development is a local law or ordinance that suspends the right of property owners to obtain development approvals while the community takes time to consider, draft and adopt land use plans and rules to respond to new or changing circumstances not adequately dealt with by its current laws. Moratoriums can either be general or specific. A general moratorium imposes a ban on the consideration and approval of all development and building applications in the community. A specific moratorium may be directed to prevent development approvals in a particular geographic area or of a certain type of land use.

Proposed Moratorium

The proposed moratorium would be a specific moratorium that is directed to a specific geographic area, namely, the CC zone along Route 59. The proposed moratorium would be a temporary pause to allow the study of multi-family housing, mixed use, urban design and redevelopment opportunities. The moratorium would provide the time for the municipality and its consultants to gather facts, test design alternatives and redevelopment opportunities, revise rules, and provide time to comprehensively address the issues without having to allow further development during that time. Hardship exemptions including applicants with vested rights can be provided in a particular geographic area or of a certain type; otherwise, all development applications including subdivisions, site plans, special permits, and building permits would be suspended until new land use regulations are adopted. In the case of the CC zone, any existing application such as 45 Route 59 which has an existing site plan application before the Village Planning Board for an approximately 1,600 sf warehouse and showroom would be exempt. The Village Attorney and Planner would draft the legislation for the moratorium for review.

PURPOSE

A moratorium on development preserves the status quo for a reasonable time while the municipality develops and adopts a land use strategy to respond to new or recently perceived issues. The moratorium prevents developers and property owners from rushing to develop their land under current land use rules that the community is in the process of changing. By so doing, it helps to accomplish the purpose of the new rules by giving them the broadest possible applicability and preventing development that is inconsistent with them.

As a planning tool, a moratorium differs from a ban. A ban is open-ended or permanent. A moratorium is limited in scope and duration, often tied to a formal study period, emergency declaration, or ordinance update. The most defensible moratoria identify a clear public purpose, define exactly what is paused, explain the evidence supporting urgency, and establish a process and deadline for replacement rules. Without those features, a temporary pause can look arbitrary, discriminatory, or simply anti-growth.

Moratoria would not apply to approved projects where the developer has completed construction or has completed substantial construction in reliance on a development approval or permit. Such developers are said to have vested rights in their permits and to be immune from changes in applicable regulations. Other property owners, who have made less progress, are said to have no legitimate or enforceable expectation that the rules applicable to the development of their land might not change in the interest of protecting the public health, safety or welfare.

A moratorium makes sense when the harm from allowing business as usual is irreversible, and broader than a single site. The classic planning example is a development rush triggered by a pending zoning change. If officials have publicly announced tighter regulations, height limits, infrastructure requirements or similar information, applicants may rush incomplete projects through under the old code. In that situation, a narrowly tailored pause can preserve the integrity of the planning process. A moratorium serves as a pause to preserve the integrity of the planning process.

Well-designed moratoria are precise, time-limited, evidence-based, and linked to a work program. Precision matters first. A city should specify whether the pause applies to permit intake, permit issuance, inspections, business licenses, evictions, or enforcement actions. It should identify geography, duration, exceptions, and the legal trigger for expiration.

AUTHORITY

There is no specific statutory authorization to adopt a moratorium on development. The courts have pointed to two separate sources of authority, while consistently confirming the municipal power to enact moratoria.

For communities that have adopted a comprehensive plan and a zoning code, the adoption of a moratorium can be considered an implied power. The community is implicitly authorized to take those actions it deems reasonable to encourage the most appropriate use of the land throughout the municipality. In light of new or changing circumstances, a moratorium may be necessary to allow the community to achieve this express purpose of zoning and land use planning.

IMPLEMENTATION

Based on the action plan and timetable, a date can be selected for the expiration of the moratorium. A moratorium can be extended if the timetable cannot be met; however, the reasonableness of the action is enhanced by setting a date for expiration that is legitimate under the circumstances. The land use study is planned to extend approximately 14 months.

A moratorium should be adopted in conformance with all procedures required of any zoning or land use action, including notice, hearing, the formalities of adoption and filing. While a moratorium does not require an environmental review under the State Environmental Quality Review Act, it may be subject to review before it can be formally adopted.

For the same reason, when specific action plans and timetables are established to deal with the necessity or emergency, the reasonableness of the locality's moratorium is

demonstrated. Similarly, a community needs to make reasonable progress in carrying out the plan and adhering to the schedule so its actions are seen to be reasonable. Moratoria that have been extended for up to three years have been sustained by a showing that the community was diligently pursuing its plan and timetable and shorter moratoria have been voided because the community was making little or no progress. In the same way, the plan must be calculated to deal directly with the necessity issue at hand; otherwise, its reasonableness may be questioned.

Effective moratoria are also distinguished by what happens during the pause. The strongest examples are active, not passive. Officials use the time to gather data, model impacts, consult experts, hold community meetings, coordinate with legal counsel, and draft durable replacement rules. There is a visible process, measurable milestones, and public reporting. In that environment, stakeholders may still disagree with the moratorium, but they can see that the pause serves a real purpose. A poorly designed moratorium, on the other hand, often amounts to delay without preparation. It stops activity immediately but leaves the underlying problem largely untouched, making the eventual conflict even harder to resolve.

In short, a moratorium makes sense when it is temporary, targeted, evidence-based, and tied to a concrete policy process. It is especially useful when delay prevents irreversible damage, buys time for better regulation, and protects the public while institutions catch up.

An effective moratorium states exactly what activity is being paused, why the pause is necessary, what legal authority supports it, how long it will last, and what the government plans to accomplish during that time. It is targeted enough to address the identified risk without unnecessarily sweeping in unrelated conduct. It also includes procedural safeguards, such as public notice, hearings where required, written findings, and possibly exemptions for emergency cases, vested rights, affordable housing projects, essential repairs, or other situations where a blanket stop would create more harm than benefit.

The strongest examples are active, not passive. Officials use the time to gather data, model impacts, consult experts, hold community meetings, coordinate with legal counsel, and draft durable replacement rules. There is a visible process, measurable milestones, and public reporting. In that environment, stakeholders may still disagree with the moratorium, but they can see that the pause serves a real purpose.

In the end, moratoria make sense when they prevent immediate irreversible harm, preserve an active planning process, and lead quickly to better rules. A successful moratorium requires staff time, legal review, data collection, public communication, and a real plan for what comes next. The most effective cases include: a narrow problem definition, a clear work program, and measurable criteria.

SEQRA

Moratoria are "Type II Actions" under the State Environmental Quality Review Act (SEQRA) regulations, which means that SEQRA does not apply to the enactment of moratoria (6 NYCRR section617.5(c)(30). The proposed adoption of a moratorium does not require a determination of significance or the preparation of any other SEQRA documents. However, where the moratorium acts as an amendment to zoning, it must be referred to Rockland County Planning under GML 239-m. It would also need to be referred to the Towns of Clarkstown, Orangetown and Village of Upper Nyack.

Basic Concepts - Moratorium Legislation

Prevent rush to development

Prevent inefficient and ill-conceived growth

Prevent hasty decisions that would disadvantage landowners and the public

Prevent immediate construction that might be inconsistent with the provisions of a future plan

The Land Use Moratorium should:

a *have a reasonable time frame as measured by the action to be accomplished during the term;*

b *have a valid public purpose justifying the moratoria or other interim enactment;*

c *address a situation where the burden imposed by a moratorium is being shared substantially by the public at large;*

d *strictly adhere to the procedure for adoption laid down by the enabling acts;*

e *have a time certain when the moratorium will expire.*

Drafting the Legislation

Adopt the moratorium in the form of a *local law*, the simplest and strongest form of municipal enactment, even if the existing zoning regulations are in the form of an ordinance

f Moratorium should clearly define the activity affected, and the manner in which it is affected. Does the moratorium affect construction itself? Does it affect the issuance of permits? (The permitting officials will want to know this.)

g If the moratorium supersedes any provision of the Village Law, then the moratorium must be adopted by local law, using Municipal Home Rule Law procedures. It must also state, with specificity, the section of the Village Law being superseded. In particular, where the moratorium suspends subdivision approvals, it must be made clear in the moratorium law that

the “default approval” provisions of the subdivision statutes of the Village Law that are superseded.

h Establish a valid public purpose for the moratorium with a preamble that recites the nature of the particular land use issue, as well as the need for further development of the issue in the community’s comprehensive plan and/or in its current land use regulations. Refer to the fact that time is needed for community officials to comprehensively address the issue.

i Be sure the moratorium states that it is to be in effect for a defined period of time. The moratorium should be for a time no longer than absolutely necessary for the municipality to place permanent regulations in effect.

j The moratorium should include a mechanism allowing affected landowners to apply to a local board for relief from its restrictions, or it should contain a clear reference to the fact that an owner may make use of the existing variance procedures under the current zoning regulations. If a board other than a zoning board of appeals will execute this authority, the moratorium should be enacted using the supersession authority.

Village Of Nyack

Incorporated February 27, 1883

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

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

MANNY A. CARMONA
Chief Building Inspector

October 28, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

Request that a refund be made for building permit fee overpayment.

Address: 29 Marion St. (66.30-1-29)

Applicant: Norah McGee
29 Marion St.
Nyack, NY 10960

Permit #: 26-111
Date: 6/23/2026

Fees Collected: $300.00

Permit fees: $250.00

Amount to be refunded to the applicant is: $50.00

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: **(845) 358-4249**
Fax: **(845) 358-0672**

Permit Number: **26-111**
Application ID: **2026-235**
Application Date: **5/5/2026**
Permit Date: **6/23/2026**

BUILDING PERMIT

IDENTIFICATION

PROPERTY DETAILS

Section-Block-Lot/File #:

Mailing: **Norah McGee**
29 Marion Street
Nyack NY 10960

Work Site Location **29 Marion St**
Nyack NY 10960

CONTRACTOR DETAILS

Contractor **Yaboo Fence Company**
Address **95 West Nyack Way**
West Nyack New York 10994
Telephone **(845)358-0118**
Lic. No

OWNER DETAILS

Owner in Fee **Norah McGee**
Address **29 Marion St**
Nyack NY 10960
Telephone **(914)584-4074**
Use Group(s): Detached One-Family

is hereby granted permission to perform the following work:

Fence

Construction Cost: **$0.00**
Work Area Sq. Ft.: **64**

DESCRIPTION OF WORK:
install new fence in front yard and replace existing fence at end of driveway

FEES

Application Fee	
Permit Fee	**$100.00**
Stop Work Fee	
Certificate Fee	**$200.00**
Legalization of Work	
Other Fees	
Total	**$250.00**
No Fees Waived	

I have examined this application, plans and plot plans that are part of this application and find that they are substantially in compliance with the Codes of the Village of Nyack and the New York State Uniform Fire Prevention, Building and Energy Codes, and approve the same for issuance of a building permit.

Balance Due: **($50.00)**

Online Payment Amount: $300.00
Payment Date: 5/5/2026
Collected By: Building Intake

Total Online Payment Amount **$300.00**

Total Payments: **$300.00**

Date: **6/23/2026**

Manny A. Carmona
Chief Building Inspector

THE BUILDING PERMIT PLACARD SHALL BE DISPLAYED SO AS TO BE VISIBLE FROM THE STREET.
DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION NOR ORDER CONCRETE WITHOUT APPROVAL FROM THE CODE OFFICIAL. ANY FIELD CHANGE SHALL BE APPROVED IN WRITING BY THE CHIEF BUILDING INSPECTOR OR DESIGNEE PRIOR TO MAKING SUCH CHANGE.
THE PROPOSED CONSTRUCTION WORK SHALL NOT BE OCCUPIED OR USED UNTIL A CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLIANCE HAS BEEN ISSUED BY THE CHIEF BUILDING INSPECTOR.

Notes:

Village Of Nyack

Incorporated February 27, 1883

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www.nyack.gov **buildingdepartment@nyack.gov**

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

MANNY A. CARMONA
Chief Building Inspector

October 28, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

Request that a refund be made for withdrawn building permit application

Address: 31 Route 59 (65-35-1-15)

Applicant: Highline Lube, LLC
8 Two Mile Rd.
Farmington, CT 06032

Permit #: Not Issued
Date: 12/12/2023

Fees Collected: $500.00

500 x .25 = 125

Amount to be refunded to the applicant is: $375.00

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

7. ZONING PLAN EVALUATION

SETBACKS	REQUIRED	PROVIDED	NUMBER/SQUARE FEET	EXISTING	PROPOSED
Lot Area sq. ft.			Residential Units	N/A	
Lot Width ft.			Living Area Sq. ft.		
Front Yard ft.			Basement Area Sq. ft.	Finished	
				Unfinished ✓	
Rear Yard ft.			Attic Area Sq. ft.	Finished	
				Unfinished N/A	
Side Yard ft.			Unfinished Space other Sq. ft.	N/A	
Both Side Yards ft.			Bedrooms (#)	N/A	
Livable Floor Area/D.U. sq. ft.			Full Baths (#)		
Lot Area/D.U. sq. ft.			Partial Baths (#)	2	
Percentage of Lot Coverage			Shed sq. ft.	N/A	
Building Height ft.		18'	Swimming Pool	Above-Ground	
				In-Ground N/A	
Number of Stories		1	Solar Panels	Yes NO N/A	
Off-Street Parking/D.U.		Yes	Generator	Yes NO KW N/A	

8. PROJECT DOCUMENTS (Completed by Bldg. Dept.)

TYPE OF DOCUMENT	SUBMITTED			ORIGINAL DATE	REVISION DATE
Site Plan	☐ YES	☐ NO	☐ N/A		
Architectural Drawings	☐ YES	☐ NO	☐ N/A		
Fire Sprinkler Plan	☐ YES	☐ NO	☐ N/A		
Fire Alarm System Plan	☐ YES	☐ NO	☐ N/A		
Insurance: Liability Disability Worker's Comp. or Exempt Certificate	☐ YES	☐ NO	☐ N/A		
Home Improvement License	☐ YES	☐ NO	☐ N/A		
ARB Planning Zoning Village	☐ YES	☐ NO	☐ N/A		
Town of Orangetown Sewer Dept.	☐ YES	☐ NO	☐ N/A		
RC Dept. of Health	☐ YES	☐ NO	☐ N/A		
911 Data Enhancement	☐ YES	☐ NO	☐ N/A		
Orange & Rockland Utilities	☐ YES	☐ NO	☐ N/A		
Nyack Water Department	☐ YES	☐ NO	☐ N/A		
Nyack Fire Dept.	☐ YES	☐ NO	☐ N/A		
Special Inspections	☐ YES	☐ NO	☐ N/A		
Job Specifications	☐ YES	☐ NO	☐ N/A		

9. VALIDATION (Completed by Bldg. Dept.)

10.

Permit Approved for: _____

Date Received: _____ Date Reviewed: _____ Date Issued: _____ Date Expires: _____

Permit Disapproved on _____ for: ☐ Incompleteness Referral: ☐ ARB ☐ PB ☐ ZBA ☐ Violation

☐ Withdrawn (refund 25% or $100, whichever is greater) $_____

Application Fee:$ 500 Receipt #: 01161 Permit Fee:$ _____ ☐ C of O ☑ C of C Fee:$ 100

Stop-Work Fee:$ _____ Legalization of Work Fee:$ _____ Total Fees:$ 600 Receipt #: _____

_____ Sq. ft. X $ _____ Sq. ft. X .0117 Minus Application Fee $ _____ = $ _____

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www.nyack.gov buildingdepartment@nyack.gov

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

MANNY A. CARMONA
Chief Building Inspector

October 21, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

Request that a refund be made for a withdrawn building permit application follows:

Address: 36 S. Broadway (66.38-1-55)

Applicant: Tectonic Engineering
1279 Route 300
Newburgh, NY 12550

Permit #: Not Issued
Date: 12/29/2022

Fees Collected: $5,971.75

Minus Withdrawn Application Fee: $5,971.75 x .25 = $1,492.94

Amount to be refunded to the applicant is: $4,478.81

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

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

00521

DATE 12/7/22

RECEIVED FROM [illegible]

THE SUM OF [illegible] DOLLARS $ 350

FOR [illegible]

AMOUNT OF ACCOUNT. . . . $
AMOUNT PAID . . . . . $ 350
BALANCE DUE . . . . . $

Thank You!

☐ CASH ☐ CHECK ☐ M.O. ☐ CREDIT CARD BY [illegible]

1688 22

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

00522

DATE 12/7/22

RECEIVED FROM Nyack Hospital

THE SUM OF [illegible] DOLLARS $ 810 -

FOR [illegible] 8 [illegible] at Nyack [illegible] & P.B.

AMOUNT OF ACCOUNT. . . . $
AMOUNT PAID . . . . . $ 810 -
BALANCE DUE . . . . . $

Thank You!

☐ CASH ☐ CHECK ☐ M.O. ☒ CREDIT CARD BY [illegible]

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

00523

DATE 12/8/22

RECEIVED FROM [illegible]

THE SUM OF [illegible] DOLLARS $ 300 -

FOR [illegible]

AMOUNT OF ACCOUNT. . . . $
AMOUNT PAID . . . . . $ 300
BALANCE DUE . . . . . $

Thank You!

☐ CASH ☒ CHECK ☐ M.O. ☐ CREDIT CARD BY [illegible]

105

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

00524

DATE 12/9/22

RECEIVED FROM Lectonic Engineering

THE SUM OF [illegible] DOLLARS $ 3,180 -

FOR BP - 36 S Broadway

AMOUNT OF ACCOUNT. . . . $
AMOUNT PAID . . . . . $
BALANCE DUE . . . . . $

Thank You!

☐ CASH ☒ CHECK ☐ M.O. ☐ CREDIT CARD BY [illegible]

214062

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

00553

DATE 12/30/22

RECEIVED FROM Tectonic Engineering

THE SUM OF one thousand eight hundred twenty 00/100 DOLLARS $ 1820.00

FOR 36 S. Bowery - cell antenna Bldg Permit Balance

AMOUNT OF ACCOUNT. . . . $

AMOUNT PAID . . . . . $ 1820.00

BALANCE DUE . . . . . $

Thank You!

☐ CASH ☑ CHECK ☐ M.O. ☐ CREDIT CARD BY [signature]

215302

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

00554

DATE 12/30/22

RECEIVED FROM Tectonic Engineering

THE SUM OF nine hundred seventy one and 75/100 DOLLARS $ 971.75

FOR 36 S. Bowery - cell antenna C of O (Telecom. facility)

AMOUNT OF ACCOUNT. . . . $

AMOUNT PAID . . . . . $ 971.75

BALANCE DUE . . . . . $

Thank You!

☐ CASH ☑ CHECK ☐ M.O. ☐ CREDIT CARD BY [signature]

215304

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

00555

DATE 12/30/22

RECEIVED FROM Tectonic Engineering

THE SUM OF two hundred fifty and 00/100 DOLLARS $ 250.00

FOR 36 S. Bowery ARB fee

AMOUNT OF ACCOUNT. . . . $

AMOUNT PAID . . . . . $ 250

BALANCE DUE . . . . . $

Thank You!

☐ CASH ☑ CHECK ☐ M.O. ☐ CREDIT CARD BY [signature]

215303

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

00556

DATE 12/30/22

RECEIVED FROM [illegible]

THE SUM OF [illegible] DOLLARS $ [illegible]

FOR [illegible]

AMOUNT OF ACCOUNT. . . . $

AMOUNT PAID . . . . . $

BALANCE DUE . . . . . $

Thank You!

☐ CASH ☐ CHECK ☐ M.O. ☐ CREDIT CARD BY [signature]

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Village Of Nyack

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MANNY A. CARMONA
Chief Building Inspector

October 21, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

Request that a refund be made for withdrawn building permit application fee as follows:

Address: 101 Gedney St. (66.31-1-3)

Applicant: Brain O'Connor
630 9th Avenue, Suite #608
New York, NY 10036

Permit Application #: 2026-399
Date: 7/30/2026

Fees Collected: $300.00

Minus Withdrawn Application Fee: 300 x .25 = $75.00

Amount to be refunded to the applicant is: $225.00

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: (845) 358-4249
Fax: (845) 358-0672
E-mail: buildingdepartment@nyack.gov

October 21, 2026

Brain O'connor
101 Gedney St
Nyack, NY 10960

The VILLAGE OF NYACK hereby issues a RECEIPT to Brain O'connor regarding: Building and Zoning.

Fees Due:

	Application Fee	200.00
	Certificate of Compliance Fee	100.00
Total Fees:		300.00
Adjustments:		
Amount of Payment Applied:		**$300.00**
Balance Due:		**$0.00**

Payment Information: Online Payment - Permit System

Remit Type:	Automated Payment Through Portal Internet	Payment Amount:	$300.00
Receipt ID:	07/30/2026	Reference Date:	7/30/2026
Reference:			
Recorded By:	Nyack NY Portal Service	Recorded Date:	7/30/2026

Reference ID: 2026-399

Village Of Nyack

Incorporated February 27, 1883

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MANNY A. CARMONA
Chief Building Inspector

October 21, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

Request that a refund be made for withdrawn building permit application fee as follows:

Address: 101 Gedney St. (66.31-1-3)

Applicant: DeLeonardis Electric, Inc.
139 Route 9W
Haverstraw, NY 10027

Permit Application #: 2026-355
Date: 6/18/2026

Fees Collected: $300.00

Minus Withdrawn Application Fee: 300 x .25 = $75.00

Amount to be refunded to the applicant is: $225.00

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: (845) 358-4249
Fax: (845) 358-0672
E-mail: buildingdepartment@nyack.gov

October 22, 2026

Antonia Johnson/ Deleonardis Electric Inc
101 Gedney St
Nyack, NY 10960

The VILLAGE OF NYACK hereby issues a RECEIPT to Antonia Johnson regarding: Building and Zoning.

Fees Due:

Application Fee	200.00
Certificate of Compliance Fee	100.00
Total Fees:	300.00

Adjustments:

Amount of Payment Applied:	**$300.00**
Balance Due:	**$0.00**

Payment Information: Online Payment - Permit System

Remit Type:	Automated Payment Through Portal Internet	Payment Amount:	$300.00
Receipt ID:	06/18/2026	Reference Date:	6/18/2026
Reference:			
Recorded By:	Nyack NY Portal Service	Recorded Date:	6/18/2026

Reference ID: 2026-355

Village Of Nyack

Incorporated February 27, 1883

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Richard J. Siddi

MANNY A. CARMONA
Chief Building Inspector

October 21, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

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

Address: 103 Gedney St., Apt. 6M (66.31-1-1)

Applicant: Lake Manor Construction, Inc
1 Kelly Ct.
Tomkins Cove, NY 10956

Permit #: 25-203
Date: 10/22/2025

Fees Collected: $2,569.18

Fees that should have been collected: $2,469.18

Amount to be refunded to the applicant is: $100.00

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: (845) 358-4249
Fax: (845) 358-0672
E-mail: buildingdepartment@nyack.gov

October 22, 2026

Lake Manor Construction, Inc.
103 Gedney St
Nyack, NY 10960

Permit: 25-203

The VILLAGE OF NYACK hereby issues a RECEIPT to Lake Manor Construction, Inc. regarding: Building and Zoning.

Fees Due:

	Certificate of Occupancy Fee	200.00
	Construction Fee	2,169.18
Total Fees:		2,369.18

Adjustments:

Amount of Payment Applied: **$2,369.18**

Balance Due:

Payment Information: Payment - Permit System

Remit Type:	Check	Payment Amount:	$2,369.18
Receipt ID:	R-02272	Reference Date:	10/20/2025
Reference:			
Recorded By:	Neybeth Magana	Recorded Date:	10/21/2025

Reference ID: 2025-276

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: (845) 358-4249
Fax: (845) 358-0672
E-mail: buildingdepartment@nyack.gov

October 22, 2026

Lake Manor Construction, Inc.
103 Gedney St
Nyack, NY 10960

Permit: 25-203

The VILLAGE OF NYACK hereby issues a RECEIPT to Lake Manor Construction, Inc. regarding: Building and Zoning.

Fees Due:

Demolition Fee	200.00
Total Fees:	200.00
Adjustments:	
Amount of Payment Applied:	**$200.00**
Balance Due:	

Payment Information: Payment - Permit System

Remit Type:	Check	Payment Amount:	$200.00
Receipt ID:	R-02215	Reference Date:	9/4/2025
Reference:			
Recorded By:	Neybeth Magana	Recorded Date:	10/21/2025

Reference ID: 2025-276

Village Of Nyack

Incorporated February 27, 1883

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

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

MANNY A. CARMONA
Chief Building Inspector

October 21, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

Request that a refund be made for heat pump waived building permit fee in accordance with the Energy Program Grant. Applicant paid the fees before the application was reviewed.

Address: 110 Gedney St. (66.30-2-10)

Applicant: Kevin Pollock
149 Main St.
Nanuet, NY 10954

Permit #: 26-177
Date: 9/29/2026

Fees Collected: $700.00

Amount to be refunded to the applicant is: $700.00

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: (845) 358-4249
Fax: (845) 358-0672
E-mail: buildingdepartment@nyack.gov

October 22, 2026

Kevin Pollock
110 Gedney St
Nyack, NY 10960

Permit: 26-177

The VILLAGE OF NYACK hereby issues a RECEIPT to Kevin Pollock regarding: Building and Zoning.

Fees Due:		
	Certificate of Compliance Fee	100.00
	Mechanical Equipment Fee	600.00
Total Fees:		700.00
Adjustments:		
Amount of Payment Applied:		**$700.00**
Balance Due:		**$0.00**

Payment Information: Online Payment - Permit System

Remit Type:	Automated Payment Through Portal Internet	Payment Amount:	$700.00
Receipt ID:	08/07/2026	Reference Date:	8/7/2026
Reference:			
Recorded By:	Nyack NY Portal Service	Recorded Date:	8/7/2026

Reference ID: 2026-476

Village Of Nyack

Incorporated February 27, 1883

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

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

MANNY A. CARMONA
Chief Building Inspector

October 21, 2026

NYACK VILLAGE BOARD
9 N. Broadway, Nyack

RE: Building Permit Application Fee Refund

Board Members,

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

Address: 105 Jackson Ave (66.37-2-41)

Applicant: Alek Patrick
105 Jackson Ave
Nyack, NY 10960

Permit #: 26-192
Date: 10/13/2026

Fees Collected: $240.37

Fees that should have been collected: $211.44

Amount to be refunded to the applicant is: $28.93

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

MANNY A. CARMONA
Chief Building Inspector

Attached: Payment receipts

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: (845) 358-4249
Fax: (845) 358-0672
E-mail: buildingdepartment@nyack.gov

October 22, 2026

Alek Patrick
105 Jackson Ave
Nyack, NY 10960

Permit: 26-192

The VILLAGE OF NYACK hereby issues a RECEIPT to Alek Patrick regarding: Building and Zoning.

Fees Due:		
	Certificate of Occupancy Fee	194.25
Total Fees:		194.25
Adjustments:		
Amount of Payment Applied:		**$194.25**
Balance Due:		**$0.00**

Payment Information: Online Payment - Permit System

Remit Type:	Automated Payment Through Portal Internet	Payment Amount:	$194.25
Receipt ID:	08/05/2026	Reference Date:	8/5/2026
Reference:			
Recorded By:	Nyack NY Portal Service	Recorded Date:	8/5/2026

Reference ID: 2026-018

VILLAGE OF NYACK
9 N. Broadway
Nyack, NY 10960
Phone: (845) 358-4249
Fax: (845) 358-0672
E-mail: buildingdepartment@nyack.gov

October 22, 2026

Alek Patrick
105 Jackson Ave
Nyack, NY 10960

Permit: 26-192

The VILLAGE OF NYACK hereby issues a RECEIPT to Alek Patrick regarding: Building and Zoning.

Fees Due:

	Certificate of Occupancy Fee	5.75
	Construction Fee	40.37
Total Fees:		46.12

Adjustments:

Amount of Payment Applied:	**$46.12**
Balance Due:	**$0.00**

Payment Information: Online Payment - Permit System

Remit Type:	Automated Payment Through Portal Internet	Payment Amount:	$46.12
Receipt ID:	07/23/2026	Reference Date:	7/23/2026
Reference:			
Recorded By:	Nyack NY Portal Service	Recorded Date:	7/23/2026

Reference ID: 2026-018

LOCAL LAW NO. _____OF 2026,
TO AMEND VILLAGE OF NYACK CODE §330-51(A), SO AS TO ADD A NEW SUB-PARAGRAPH 46, TO PROHIBIT STANDING/PARKING ON BOTH THE NORTH AND SOUTH SIDES OF GAIL DRIVE, BETWEEN MOUNTAINVIEW AVENUE AND THE GAIL DRIVE EXTENSION ONTO MOUNTAINVIEW AVENUE
(10/30/2026 DRAFT)

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

Section 1 - Legislative Authority, Purpose and Intent:

This Local Law is adopted pursuant to §10 of the New York State ("NYS") Municipal Home Rule Law ("MHRL"), and in accordance with the procedures prescribed in MHRL §20, and NYS Village Law §21-2100; the purpose and intent of which is to prohibit standing/parking on both the north and south sides of Gail Drive, between Mountainview Avenue and the Gail Drive Extension onto Mountainview Avenue, which new no standing/parking areas are recommended by _____.

Section 2 – A new Sub-Paragraph "46," of Paragraph "A" (The standing of vehicles is hereby prohibited in any of the following locations), of §330-51 (Standing prohibited in designated locations), of Article VII (Parking, Standing and Stopping), of Chapter 330 (Vehicles and Traffic), of the Code of the Village of Nyack, is added to read as follows:

(46) On Gail Drive, both (north and south) sides of the street, between Mountainview Avenue and the Gail Drive Extension onto Mountainview Avenue.

Section 3 – Severability

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

Section 4 – Effective Date.

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

VILLAGE OF NYACK PARK
USAGE PERMIT REQUEST

(Complete this agreement in its entirety and return it to the Village Clerk.)

Fees:

	Non-Resident		Resident	
Size of Group	20-39 people	40 or more People	20-39 people	40 or more people
Fee	$125	$250	$75	$150
Security deposit	$125	$250	$125	$250

Application Checklist:

___ Application form completed
___ Liability release and rules agreements signed
___ Refundable security deposit
___ Certificate of Insurance
___ Driver's License copy

PARK REQUESTED

Memorial Park ____ AREA(S) REQUESTED: ____Upper Lawn ____Basketball Court ____Gazebo

Requested location: Marina Parking Lot only ____Viewing Pier ____Waterfront ____Splash Pad

Hezekiah Easter Veterans Memorial Square____

APPLICANT/LICENSEE

NAME Brittany S. Gordon, President, Not Your Disability Inc.

ADDRESS 107 1st Avenue

CITY Nyack STATE NY ZIP CODE 10960

DAYTIME PHONE # 914-446-4663 EMAIL: info@notyourdisability.org

DATE(S) REQUESTED: November 21, 2026 TIME: From 11:00 AM AM/PM to 1:00 PM AM/PM

(Rain date: _____/_____/_____)

Description of the nature of the activity/purpose (specify any equipment, vendors, food, tents, etc.):
Free Thanksgiving turkey giveaway for local families, including families raising children with disabilities.
Families will pick up frozen turkeys by vehicle in the Marina Parking Lot.

Number of Attendees/Participants: 40

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 no later than dusk on the day of the event, leaving it in the same condition as when it was received, and acknowledges that wading in the stream, climbing on waterfront rocks, and entering the culvert are prohibited.

The Licensee is responsible for: The safety, conduct and supervision 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").

MEMORIAL PARK RULES AND REGULATIONS

I. Memorial Park Rules and Regulations

- General Use and Permit Requirements: Use of Memorial Park is a privilege for residents and those with approved permits issued by the Village of Nyack. Users must provide identification upon request. Authorization may be revoked for violations. Groups of 10 or more require a permit from the Village Clerk; groups of 40 or more require Village Board approval.
- Prohibited Activities: Destruction of property; fires or grills; weapons; smoking or vaping; alcohol; swimming; amplified sound or inflatables without a permit; tents; vending; or driving on the lower lawn.
- Event Hours and Cleanup: All gatherings must end by dusk unless permitted otherwise. Garbage must be removed or bagged and left next to refuse containers.
- Compliance with Laws: Users must comply with all municipal, county, state, and federal laws.
- Public Access: Permitted users may not block public access to park facilities unless specifically authorized.
- Additional Requirements: The Village may impose security deposits or staffing requirements based on event type.
- Emergency Contact: For emergencies call 911 or Orangetown Police at 845-359-3700 and notify Village Hall at 845-358-0548.

II. Summary of Applicable Code Sections Affecting Memorial Park Permits

- §250-10 Hours of Operation: Park hours are 6 a.m. to 10 p.m. Use outside these hours requires Board approval.
- §250-11(G) Group Size: Groups of 10+ require permits; 10–40 issued by Village Clerk; 40+ by Village Board.
- §250-11(F) Commercial Activities: Camps, classes, or paid events require authorization.
- §250-15(C) Domestic Animals: Dogs allowed only with Village Board approval and must be leashed. Waste removal required.
- §250-15(N) Amplified Sound: Requires a permit from the Village Board.
- §250-16(D) Permit Application Standards: Defines application requirements, approvals, denials, appeals, and liabilities.
- §250-11(A) Smoking/Vaping: Prohibited throughout Memorial Park.
- §250-11(K) Interference: Protects permitted events from obstruction.
- §250-15(E) Fire Prohibition: No fires, grills, or open flames.
- §250-18 Penalties: Violations may result in fines or permit revocation.

****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 $1,00.00 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: 11/9/2026

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: Brittany S. Gordon Signature: _____

Company Name (if applicable): Not Your Disability Inc.

Date: 11/9/2026

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): 11/09/2026

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

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Not Your Disability, Inc.
107 1st Ave
Nyack, NY 10960

COVERAGES **CERTIFICATE NUMBER:** 837750331 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		NXT4CHR4DQ-00-GL	11/21/2026	11/21/2027	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$10,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Certificate Holder is Village of Nyack. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Village of Nyack
9 N Broadway
Nyack, NY 10960

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

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

Ann Ryan

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BuySolarLocal.com

New York State Solar Farm

Response to Request for Proposal for Design, Procurement, Installation, and Commissioning of Rooftop Solar Photovoltaic Systems on Municipally Owned Sites

Village of Nyack
Village Hall
9 North Broadway
Nyack NY 10960

New York State Solar Farm

1938 Route 44/55

Modena, NY 12548

845.255.0610

www.nyssf.com

BuySolarLocal.com

New York State Solar Farm

Village of Nyack
Village Hall
9 North Broadway
Nyack NY 10960

Attention: Linda Donnelly - Village Clerk

November 5, 2026

Re: Response to Request for Proposal for Village of Nyack Solar PV Projects

To the Village of Nyack:

New York State Solar Farm (NYSSF), a local Hudson Valley based renewable energy developer with over a decade and a half of experience serving residential, commercial, municipal and not-for-profit clients, is pleased to submit this proposal for the installation of solar systems at four Village locations. Thank you for the opportunity to submit this proposal.

The solar systems being proposed will meet and exceed the requirements described in the Request for Proposal. As you will see from your review, the goal for the project is to help reduce these facilities annual electricity usage. This will help lower operating costs faced for decades to come, using some of the most efficient and reliable solar technology available on the market, while also allowing the Village of Nyack to foster energy independence and sustainability.

Our company is local to the village, many of our employees reside in Rockland County, and I am a Hudson Valley native, with this area being very close to my heart. As one of only four NYSERDA Platinum Status solar installers in the state, with a vast amount of experience performing similar projects, I am highly confident in our ability to exceed the Village's expectations for this solar project.

Please feel free to contact me to discuss this proposal and to go over any questions that you may have.

Very truly yours,

Anthony Sicari

Anthony Sicari
CEO – New York State Solar Farm
1938 Route 44/55, Modena, NY 12548
845.255.0610 office
anthony@nyssf.com www.buysolarlocal.com

NY STATE SOLAR FARM CORPORATE INFORMATION

Experts in Development of Solar Systems in the Hudson Valley and NY State

The NYSSF team has been providing powerful rooftop, ground mounted and carport solar systems for residential, commercial, municipal, and not-for-profit clients for over a decade and a half. Based in Modena, New York, we are staffed by a team of over 35 professionals, including:

- Engineering
  Our engineering team will conduct detailed site analysis for potential systems, then uses this data to determine the best, most cost-effective solutions.

  NYSSF's engineers and technical staff will manage all aspects of the project application process as required including site analysis, building plan application, utility interconnection application and NY-Sun applications. We will prepare of all drawings and documents as required prior to Engineering Stamping. Additionally, the NYSSF team will work with the Village's Building Department to ensure all wiring and installation meets all NYS and local building and electrical code requirements.

- Installation
  NYSSF's installation team installs over 4 MW of solar annually throughout our region. Our company staff includes Licensed Master Electricians, and members with other certifications, including NABCEP certifications. We will commission the system including performing all required testing and inspections. Complete as built, warranties, manuals and other reports will be provided.

- Operations and Maintenance
  NYSSF's service team will train village personnel on the operation of the solar system, as well as the monitoring platform. They will then be available to meet any service needs identified as well as providing annual preventive maintenance inspections for the first 10 years of system operation including submittal of written inspection reports.
  New York State Solar Farm is a local company and our office is a modest trip from the

Village facilities. This will allow us to ensure a very timely response for any possible service or warranty related issues.

New York State Solar Farm holds the following certifications:

- Platinum Solar Installer Status from New York State Energy Research and Development Authority (NYSERDA). NYSSF is one of only four Platinum level companies in the entire state.
- NABCEP Certification
- Electrically licensed in all of the Hudson Valley (13 jurisdictions)
- REC Protrust Dealer
- Tesla Powerwall Certified Installer
- 2024 Local Installer of the Year on the Energysage marketplace
- 4.8 star rating on Google, & 4.9 star rating on Energysage, with over 450 reviews

Our Mission

Help property owners to achieve their goals of energy independence, reduce their dependence on fossil fuels, and contribute to solving the climate crisis by reducing carbon emissions, all while helping them to achieve significant cost savings, and make a profound impact on their bottom line.

New York State Solar Farm at a Glance

- Over a decade and a half of service
- Staffed by a team of over 35 professionals
- Over 17.5 MW of solar installed
- Ground mount, carport, rooftop and Agrivoltaics projects
- Battery Energy Storage Systems
- Serving the Hudson Valley, Capital District and surrounding areas
- Thousands of clients served

KEY PERSONNEL

Below are bios for key personnel who will be involved with this project.

- **Anthony Sicari**
  Anthony is founder and CEO of New York State Solar Farm, leading the company since its inception in 2008. Through his guidance, New York State Solar Farm has been able to become a leading designer and integrator of solar electric systems in New York State. Anthony enjoys playing an active role in managing our commercial installations.
- **Bret O'Connor**
  Bret is New York State Solar Farm's Director of Engineering and senior solar engineer/designer, bringing 15 years of experience in the solar industry to the table, 12 of those years serving at NYSSF. Bret has both install and design experience, ranging from large megawatt commercial jobs, to thousands of residential/small commercial jobs. He has held NABCEP PV Installer and OSHA certificates. Bret truly excels at all aspects of design, engineering and troubleshooting of solar systems.
- **Charles Schwartz**
  Chuck serves as Director of Commercial Solar for New York State Solar Farm. A graduate engineer with both a Bachelors and Masters degree, Chuck has been working on renewable energy and energy efficiency project development since 2009. He is a strong business and program development leader, with direct expertise delivering multi megawatts of commercial and industrial solar – rooftop, carport, and ground mounts. Chuck works with all sectors of the energy efficiency and renewable energy business community, including building owners, landowners, program managers, government regulators, utilities, contractors, local governments, agencies, developers, suppliers and individuals. Prior to working with New York State Solar Farm, Chuck was director of Long Island Green Homes, as well as a consultant to NYSERDA on Low and Moderate-Income Energy Issues.
- **Vincent Ricotta**
  Vincent is our on-staff Master Electrician, holding licenses throughout the state. Vincent is NABCEP and OSHA certified, and holds certificates in NYS code enforcement. He is a member of the International Association of Electrical Inspectors. Vincent has a strong passion for the industry, teaching solar courses at BOCES in an effort to lead the next generation toward sustainability.

AFFIDAVIT

New York State Solar Farm understands that all labor on this project is subject to Certified Prevailing Wage compliance.

NYSSF understands that these sites are active municipal facilities. All of our construction activities will be coordinated with site personnel to minimize disruption to ongoing operations.

Our company certifies that this project will meet FEOC Compliance rules.

NYSSF acknowledges that our project will allow the Village to be able to claim the Section 48E Investment Tax Credit via direct pay under Section 6417 of the Internal Revenue Code. Our team will assist the Village as required to file paperwork to receive this incentive.

PROJECT PLAN

The goal for the Photovoltaic Systems at Village of Nyack facilities is to help the Village to lower operating expenses for electricity by producing clean renewable energy on site. This power will be used both to reduce electricity costs at the Village Hall, Headstart and the Water Treatment Plant utilizing Phase One Net Metering rules. Most likely the power distribution arrangement at the DPW building will be Remote Crediting since the system will generate more power than consumed at this location. The table below shows estimated system sizes and power production for all four sites. These estimates will be further refined during Section A – Site Evaluation steps in the RFP Scope of Work.

Site	DPW	Head Start	Village Hall	Water Plant	Total
Roof Area (sq ft)	7,430	3,300	3,400	2,000	
KW (DC)	76.56	47.96	23.76	30.80	179.08
KWH Production Year 1	100,300	62,770	29,800	39,650	232,520

New York State Solar Farm has reviewed in great detail the RFP (NYACK Village RFP_26Oct05.pdf) and the Addendum Document (Nyack Solar Roof RFP Addendum 1: Q&A from site visit) as well as having technical personnel attend the site visit. We feel confident about being able to execute this project on budget and on schedule. Once awarded this project, following the guidance of the Scope of Work as articulated in the RFP, New York State Solar Farm will conduct detailed Engineering Studies of all locations, prepare finalized site plans, make utility interconnection applications where appropriate (or work with Orange and Rockland to finalize the applicants made on some of the structures), file NYSERDA applications and AHJ applications such as building permits.

New York State Solar Farm proposes to install equipment that meets or exceeds the specifications listed in the RFP. These include:

- SEG Solar Yukon N Series Modules
- Solaredge Inverters and Optimizers
- Unirac RM5 Mounting
- Solaredge Monitoring

Specifications for these products are included with this proposal.

Below are preliminary solar designs and proposed costs for each of the four buildings that the Village is considering the installation of solar on.

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New York State Solar Farm

DPW Building



Solar System Overview and Proposal

(174) SEG SEG-440-BMB-TB	
76.56 KW DC	
Project total	$256,476
Rebate	($19,293)
Project Out of Pocket	$237,183
Direct Pay - Investment Tax Credit	($76,943)
Project Net Cost	$160,240

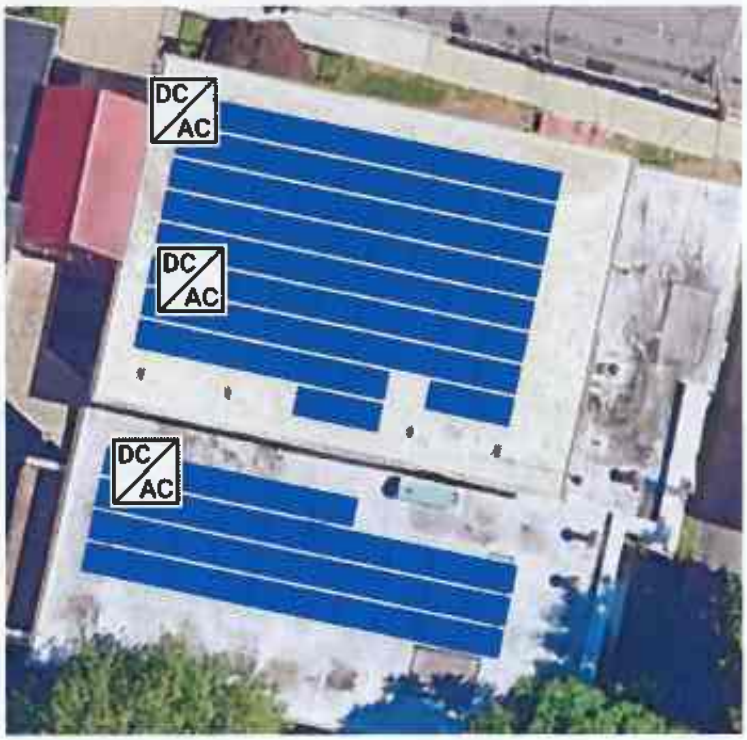
Proposed Payment Milestones

At Contract Signing	10.00%	$23,718
Interconnection and Permit Approval	15.00%	$35,577
Equipment Ordered	25.00%	$59,296
1 Week prior to install	30.00%	$71,155
Install Complete	15.00%	$35,577
	5% Holdback until PTO	$11,859

BuySolarLocal.com

New York State Solar Farm

Head Start



Solar System Overview and Proposal

(109) SEG SEG-440-BMB-TB	
47.96 KW DC	
Project total	$160,000
Rebate	($12,086)
Project Out of Pocket	$147,914
Direct Pay - Investment Tax Credit	($44,574)
Project Net Cost	$104,006

Proposed Payment Milestones

At Contract Signing	10.00%	$14,791
Interconnection and Permit Approval	15.00%	$22,187
Equipment Ordered	25.00%	$36,979
1 Week prior to install	30.00%	$44,374
Install Complete	15.00%	$22,187
	5% Holdback until PTO	$7,396

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New York State Solar Farm

Village Hall



Solar System Overview and Proposal

(54) SEG SEG-440-BMB-TB	
20 KW DC	
Project total	$79,596
Rebate	($5,988)
Project Out of Pocket	$73,608
Direct Pay - Investment Tax Credit	($22,083)
Project Net Cost	$51,525

Proposed Payment Milestones

At Contract Signing	10.00%	$7,361
Interconnection and Permit Approval	15.00%	$11,041
Equipment Ordered	25.00%	$18,402
1 Week prior to install	30.00%	$22,082
Install Complete	15.00%	$11,041
	5% Holdback until PTO	$3,680

BuySolarLocal.com

New York State Solar Farm

Water Treatment Plant

This is an estimate using the provided roof area of 2000 sq. ft since no building plans were provided in the RFP.



Solar System Overview and Proposal

(70) SEG SEG-440-BMB-TB	
30.8 KW DC	
Project total	$103,180
Rebate	($7,762)
Project Out of Pocket	$95,418
Direct Pay - Investment Tax Credit	($28,626)
Project Net Cost	$66,792

Proposed Payment Milestones

At Contract Signing	10.00%	$9,542
Interconnection and Permit Approval	15.00%	$14,313
Equipment Ordered	25.00%	$23,855
1 Week prior to install	30.00%	$28,625
Install Complete	15.00%	$14,313
	5% Holdback until PTO	$4,771

Proposal Input Sheet

	DPW	Head Start	Village Hall	Water Plant
DC Size (kW)	76.56	47.96	23.76	30.8
AC Size (kW)	66	43.2	20	28.8
Estimated Annual Production (kWh)	100,300	62,770	29,800	39,650
Annual Degradation (%)	0.4	0.4	0.4	0.4
Total Installed Cost	$256,476	$160,666	$79,576	$103,180
NYSERDA Rebate	$19,293	$12,086	$5,988	$7,762
Out of Pocket Cost	$237,183	$148,580	$73,608	$95,418
Direct Pay Investment Tax Credit	$76,943	$44,574	$22,083	$28,626
Net Village Cost	$160,240	$104,006	$51,526	$66,793
Simple Payback (Years) *	8.9	8.4	8.1	7.9
Estimated 25-Year Savings *	$604,476	$423,695	$218,443	$291,508

* Note - Payback and saving estimates asuuming an annual 3% escalation in utility costs

Proposal Notes

- The project costs listed above are the complete costs for the project, including engineering services, building permit applications, assistance in utility interconnection application and reviews, additional consultation with Orange and Rockland, NY-Sun application, installation, and on-going support.
- All labor provided in this project is at prevailing wage. NYSSF will maintain all required records and certifications as required.
- The proposed systems and services meet or exceed all items listed with the Scope of Work and Technical Specifications portion of the RFP
- This proposal is valid until March 7, 2027
- This proposal is for direct ownership of the solar systems by the Village. No financing, Power Purchase Agreement or leasing plan is being proposed.
- Battery Storage – At this time New York State Solar Farm does not have adequate technical information to make a proposal for Battery Energy Storage Systems at these locations. We will work with the village to determine BESS project viability if awarded this solar project.
- This proposal does not include roof repairs at the Head Start building. NYSSF can introduce the village to top quality roofing companies that we have worked with if appropriate.

WARRANTIES

New York State Solar Farm follows all industry best practices to ensure client success.

The Nyack Village solar systems will be covered by the following warranties:

- **10 Year New York State Solar Farm Workmanship Warranty**
    - NYSSF warrants the installation of the System against defects in workmanship, inclusive of mounting hardware, support brackets, connections, racking assemblies, electrical wiring, conduit specifically related to the System, for a period of ten (10) years following the conclusion of installation at the Site.
    - NYSSF will correct any defect covered by the warranty and repair the System at no additional cost to the Village.
    - The warranty does not cover damage typically covered by insurance, such as damage caused by falling trees or limbs, site maintenance damage or electrical system.
    - The warranty also does not cover issues caused by animals, weather-related events, improper maintenance of the System, or any action of a party other than NYSSF or an NYSSF-authorized party.
    - Internet connectivity for monitoring or data transmission / signal loss issues, and relocation or re-configuring of the System are the responsibility of the client.
    - NYSSF will pass through all relevant manufacturer's warranties, and on a best-efforts basis, interface with vendors to facilitate enforcement of any original equipment manufacturer (OEM) warranties.

- **15 Year Product and 30 Year Production Warranty on SEG Solar Modules**
    - Covers panel defects and promises that the panels will maintain their superior quality for at least 15 years.
    - Production Warranty limited to .4% degradation per annum, ensuring that SEG panels perform exactly as expected, and at industry peak performance, every year for 30 years.

- **25 Year Extended Warranty on SolarEdge Inverters**
- **25 Year Extended Warranty on SolarEdge Optimizers**

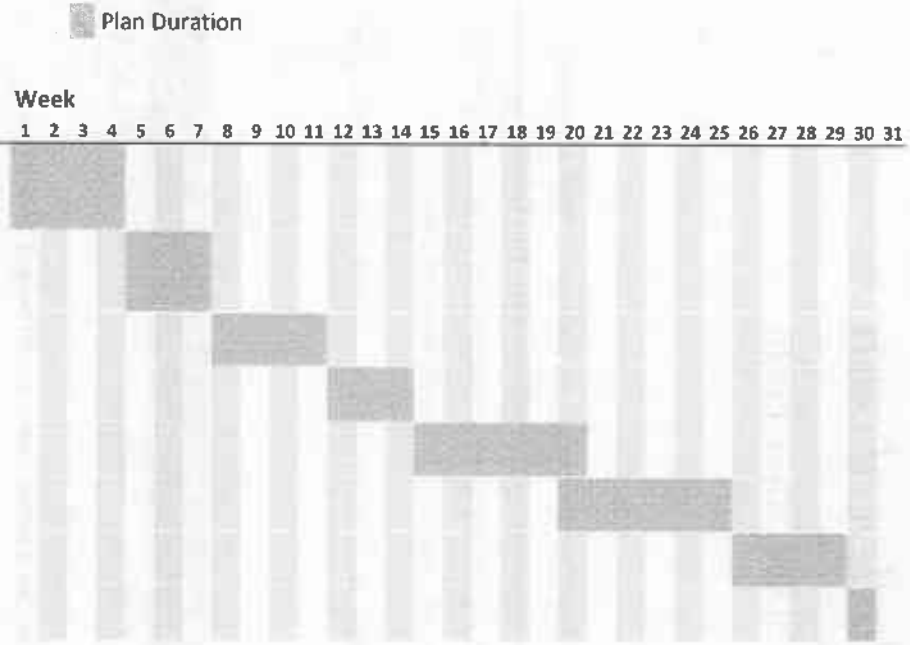
PROJECT SCHEDULE

The chart below shows the project timeline and milestones for the installation of solar systems for the Village of Nyack.

Project Planner -Village of Nyack

Dates start at contract signing.

ACTIVITY	PLAN START	PLAN DURATION
Review of all existing engineering documentation, utility applications, detailed site study, order	1	4
Building permit application filed, additional work with utility for interconnection approval if required	5	3
Utility approval, building permit approval	8	4
Installations get Scheduled	12	3
Equipment Delivery	15	6
On site installation of system	20	6
Punch List, Utility and Electrical Inspection	26	4
System energized	30	1



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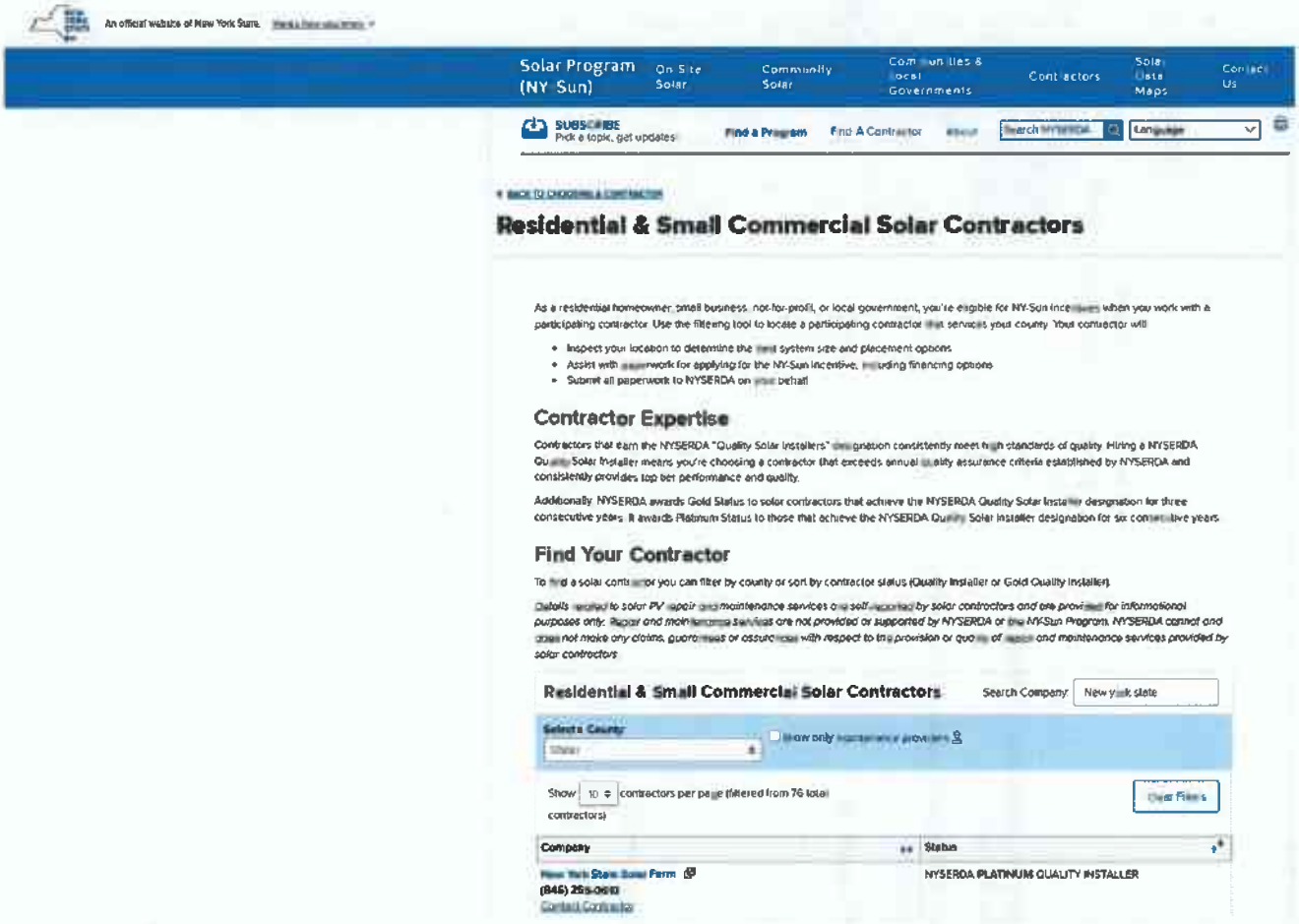
New York State Solar Farm

INSURANCE

- New York State Solar Farm certifies that the company has insurance that meets or exceeds the insurance requirements required by the Village with the following exception. Our company's Umbrella / Excess Liability Policy has a limit of $2 million. Copies of our insurance information are available for review upon request.
- New York State Solar Farm verifies that we are certified to provide commercial solar installations as shown below.



ON-GOING PREVENTIVE MAINTENANCE AND TRAINING

To ensure proper operation of the system, NYSSF's technical team will set up monthly reporting from the solar monitoring system. Village Staff will receive training about this functionality. These reports will indicate system issues if they were to occur. Once reported, our company will dispatch service personnel to diagnose and resolve issues.

NYSSF will also schedule an annual Preventive Maintenance Review visit with Village personnel to verify correct system operation and go over any questions that they may have.

PROJECT REFERENCES

Below are examples of projects that New York State Solar Farm has provided to municipal, no for profit and corporate clients.

BuySolarLocal.com

New York State Solar Farm

Project References



Putnam Lake Fire Department – 41 KW Rooftop Solar System – Installed 2015
Mike Gagliardo – 845-494-7727
Patterson, NY – New York State Electric & Gas – Client Owned System – Net Metering



Hudson River Maritime Museum – 41 KW Rooftop Solar System – Installed 2016
Liz Feser – 845-338-0071 – lfeser@hrmm.org
Kingston, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering

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New York State Solar Farm



Philipstown Recreation Center – 112 KW Rooftop Solar System – Installed 2021
Robert Flarety – 914-318-8706 – rflaherty@philipstown.com
Garrison, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering



Hudson Valley Research Lab – Cornell University - 12.6 KW Rooftop Solar System – Installed 2024 - Jared Buono, Phd Director – 845-691-7151 – jb2559@cornell.edu
Highland, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering

BuySolarLocal.com

New York State Solar Farm



Hudson River Fruit – 182 KW Rooftop Solar System – Installed 2024
Alisha Albinder – 845-518-3962 – alisha@hudsonriverfruit.com
Milton, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering

BuySolarLocal.com

New York State Solar Farm



Hudson River Housing – 218 KW Rooftop Solar System – Installed 2025
Christa Hines– (845) 454-5176 – chines@hudsonriverhousing.org
Poughkeepsie, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering



Sisters of the Presentation – 116 KW Ground Mount Solar System – Installed 2020
New Windsor, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering

BuySolarLocal.com

New York State Solar Farm



New Paltz Reformed Church – 43 KW Rooftop Solar System – Installed 2018
Kevin – 845-663-8940
New Paltz, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering

BuySolarLocal.com

New York State Solar Farm



CPD Energy Group – Hutchinson River Parkway – 53 KW Rooftop Solar System – Installed 2024

Scott Parker – 845-476-4163 – sparker@cpdgroup.com

White Plains, NY – Con Edison – Client Owned System – Net Metering

BuySolarLocal.com

New York State Solar Farm



Rycor HVAC – 53 KW Rooftop Solar System – Installed 2021
Scott Arnold – 845-625-9712 – rycorhvac@gmail.com
New Paltz, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering



Uncle B's Car Wash – 152 KW Rooftop Solar System – Installed 2019
Bart Panessa – 772-214-6030 – brouck12@aol.com
Kingston, NY – Central Hudson Gas and Electric – Client Owned System – Net Metering

SEG SOLAR

www.segsolar.com



YUKON N Series

Half-Cell N-Type Bifacial Module

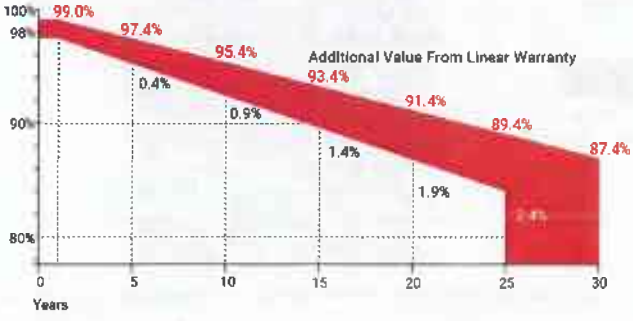
430-445Wp Module Power Output | **22.79%** Max Efficiency



Key Features

- High module conversion efficiency
- Better temperature coefficient
- Super multi busbar technology
- Low attenuation long warranty
- Superior load capacity
- Higher bifaciality
- USA based liability insurance
- Houston, Texas based company

Warranty



30 Years — Guarantee on product material and workmanship

30 Years — Linear power output warranty

Product Certification

IEC61215; IEC61730; UL61215; UL61730	
IEC62804	PID
IEC61701	Salt Mist
IEC62716	Ammonia Resistance
IEC60068	Dust and Sand
IEC61215	Hailstone
Fire Type (UL61730): Type 29	
ISO14001:2015; ISO9001:2015; ISO45001:2018	

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About SEG Solar

Founded in 2016, SEG is a leading vertically integrated PV manufacturer headquartered in Houston, Texas, U.S., and is dedicated to delivering reliable and cost-effective solar modules to the utility, commercial, and residential markets. By the end of 2024, SEG had shipped over 6 GW of solar modules worldwide

YUKON N Series SEG-XXX-BTD-BG-108Cells

Electrical Characteristics

Module Type	SEG-430-BTD-BG			SEG-435-BTD-BG			SEG-440-BTD-BG			SEG-445-BTD-BG		
	Front STC	Front NOCT	Back STC	Front STC	Front NOCT	Back STC	Front STC	Front NOCT	Back STC	Front STC	Front NOCT	Back STC
Maximum Power -Pmp(Wp)*	430	324	344	435	328	348	440	332	352	445	336	356
Open Circuit Voltage -Voc(V)	38.90	36.96	38.88	39.10	37.19	39.08	39.30	37.41	39.28	39.50	37.63	39.48
Short Circuit Current -Isc(A)	13.99	11.19	11.19	14.07	11.26	11.26	14.15	11.33	11.33	14.24	11.40	11.40
Maximum Power Voltage -Vmp(V)	32.30	30.41	32.28	32.50	30.63	32.48	32.70	30.83	32.68	32.90	31.02	32.88
Maximum Power Current -Imp(A)	13.32	10.66	10.66	13.39	10.71	10.71	13.46	10.77	10.77	13.53	10.83	10.83
Module Efficiency(%)		22.02			22.28			22.53			22.79	
Power Tolerance(W)	(0, +4.99)											
Maximum System Voltage	1500V DC											
Maximum Series Fuse Rating	30 A											
Bifaciality	80±10%											

STC: Irradiance 1000 W/m² module temperature 25°C AM=1.5 NOCT: Irradiance 800W/m² ambient temperature 20°C module temperature 45°C wind speed: 1m/s

*Measuring tolerance: ±3%

Mechanical Specifications

External Dimension	1722 x 1134 x 30 mm
Weight	24.0 kg
Solar Cells	N-Type Mono 108 pcs(54 x 2)
Front Glass	2.0 mm AR coating semi-tempered glass
Back Glass	2.0 mm Semi-tempered glass
Frame	Black anodized aluminium alloy
Junction Box	IP68 / 3 diodes
Connector Type	MC4
Cable Type Cable Length	12 AWG PV Wire(UL) Portrait: 400 mm(+) / 200 mm(-) Landscape: 1200 mm(+) / 1200 mm(-) or customized length
Mechanical Load(Front)	5400 Pa / 113 psf*
Mechanical Load(Rear)	2400 Pa / 50 psf*

*Refer to SEG installation manual for details

Temperature Characteristics

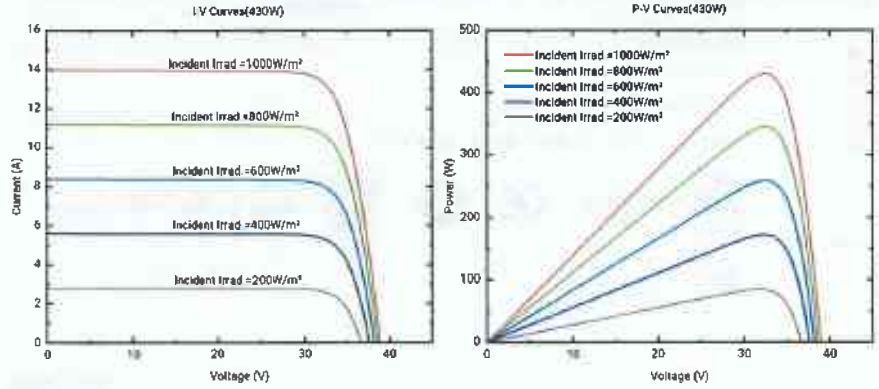
Pmax Temperature Coefficient	-0.30 %/°C
Voc Temperature Coefficient	-0.25 %/°C
Isc Temperature Coefficient	+0.046 %/°C
Operating Temperature	-40~+85 °C
Nominal Operating Cell Temperature (NOCT)	45±2 °C

Packing Configuration

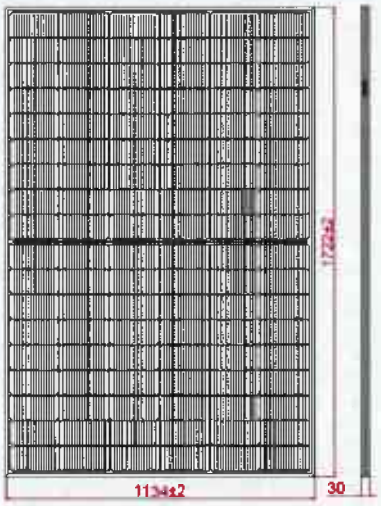
Container*	20'GP	40'HQ	40'HQ (For USA)
Pieces per Pallet	36	36	36
Pallets per Container	6	24	22
Pieces per Container	216	864	792

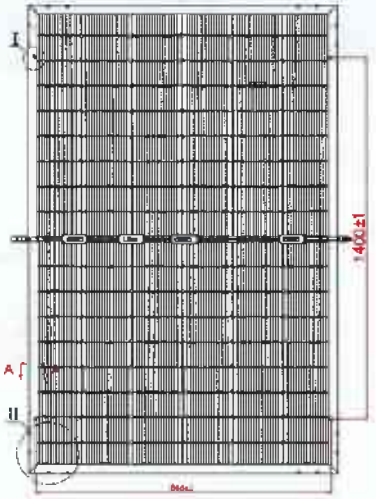
*Refer to the SEG container technical documentation for 53' box trailer or other trucks loading quantity

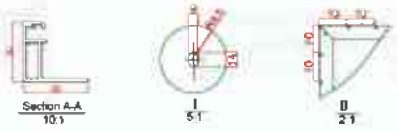
Curves of PV Module



Technical Drawing







*Refer to SEG installation manual for details

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE100KUS / SE110KUS / SE120KUS

INVERTER



12-20 YEAR WARRANTY

Made in the USA from imported parts

SolarEdge's USA-manufactured Offering for C&I rooftops and carports

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

solaredge

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-TRI-USxxIBNSx				
Model Number	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
OUTPUT					
Total Rated AC Output Capacity	120,000				W
Rated AC Active Output Power	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE				
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT				
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[3]	59.5 – 60 – 60.5				Hz
Maximum Continuous Output Current (per phase, PF=1)	139.5	120	144.3		Aac
GFDI Threshold	1				A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes				
Total Harmonic Distortion	≤ 3				%
Power Factor Range	±0.85 to 1				
INPUT[2]					
Maximum DC Power (Module STC) Inverter / Synergy Unit	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes				
Maximum Input Voltage DC+ to DC-	600	1000			Vdc
Operating Voltage Range	370 – 600	850 – 1000			Vdc
Maximum Input Current	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes				
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]				
CEC Weighted Efficiency	97	98.5			%
Nighttime Power Consumption		< 12			W
ADDITIONAL FEATURES					
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)				
Smart Energy Management	Export Limitation				
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection				
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)				
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U				
PID Rectifier	Nighttime, built-in				
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated				
AC, DC Surge Protection	Type II, field replaceable, integrated				
DC SAFETY SWITCH					
DC Disconnect	Built-in				
STANDARD COMPLIANCE					
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07				
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)				
Emissions	FCC Part 15 Class A				
Advanced Grid Support Capabilities	L/HFRT; L/HVRT; VOLT-VAR; VOLT-Watt; Frequency-Watt; Ramp Rate Control; Fixed Power Factor; Fixed Q; Cos (Phi) / Watt				

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-TRI-USxxIBNSx				
Model Number		SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS						
Number of Synergy Units per Inverter		3				
AC Maximum Conduit Size		2 ½"				in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG				
DC Maximum Conduit Size		1 x 3"; 2 x 2"				in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	9 / 3 pairs; 6 - 12 AWG				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295				in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18				lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]				°F / °C
Cooling		Fan (user replaceable)				
Noise		< 67				dBA
Protection Rating		NEMA 3R				
Mounting		Brackets provided				

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

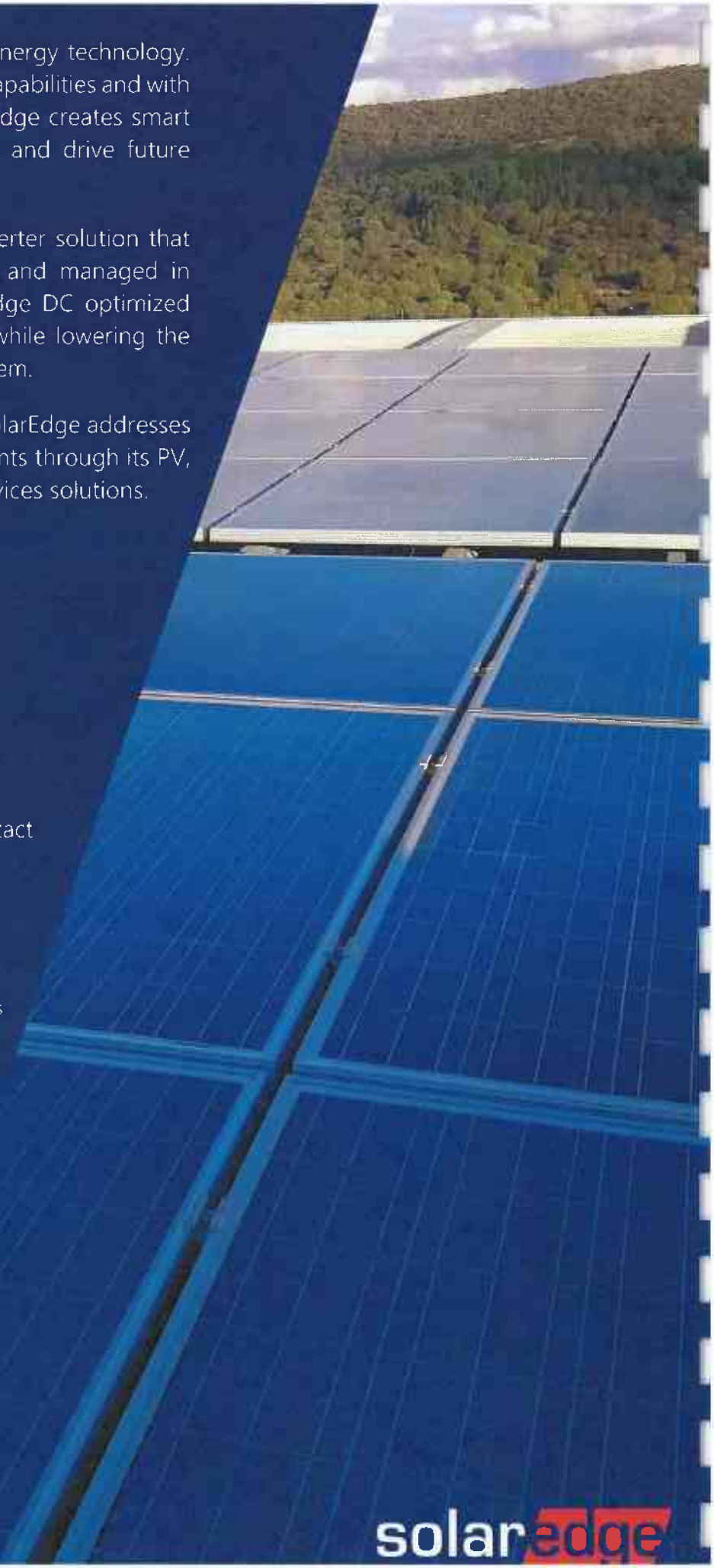
As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN6, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN8, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.



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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable

CE

solaredge

ROOFMOUNT | RM5

UNIRAC
BETTER SOLAR STARTS HERE

OPTIMIZED LAYOUTS

- Flexible 7.5" or 11" row spacing options maximizes array layouts and increase system energy production.

SIMPLIFIED INSTALL, FASTER BUILDS

- Only three core components, snap-in hardware, and single-tool clamps enable one-person installation and more efficient onsite workflows resulting in faster install times.
- Modular in design, the ballast bays adapt to roof obstructions and surface variations for greater layout flexibility and easier installation.



OPTIONAL ROOF ATTACHMENTS & ACCESSORIES

- Mid Supports provide added stability and support for larger modules and projects with high wind or snow loads conditions.
- Reduce ballast and meet code requirements with site-specific attachment solutions like FLASHLOC RM.
- Wind deflectors available to reduce ballast requirement and support fire mitigation

INTEGRATED WIRE MANAGEMENT

- RM Wire Management Clips easily organize cables and wires, while a dedicated MLPE mount accommodates microinverters and power optimizers.



MID-SUPPORT | RM BAY | RM BAY WIRE MGMT

LONG-TERM PERFORMANCE

- Built with high strength G235 galvanized steel for twice the corrosion protection and maximum durability of typical racking systems.
- Backed by UL 2703 certification and UL 3741 compliant system for commercial applications.

INSTALLS ON:



BALLASTED | GRAVEL | MEMBRANE | MINERAL CAP TAR

FOR QUESTIONS OR CUSTOMER SERVICE CONTACT:
505-242-6411 | SALES@UNIRAC.COM | WWW.UNIRAC.COM

PUB2026OCT22 V3

CONFORMS TO UL3741
CONFORMS TO UL2703
ISO 9001:2015 14001:2015 CERTIFIED

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the "Contract") is entered into as of December 1, 2026 ("Effective Date") by and between the Village of Nyack, New York ("Client") and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB"). The Client and MSB are sometimes individually referred to as the Party, or collectively referred to as the Parties.

RECITALS

WHEREAS, the Client desires for MSB to serve as their vendor to provide an online payment acceptance solution, including credit/debit card and E- Check; and,

WHEREAS, MSB is in the business of providing payment processing services and desires to provide an online payment acceptance solution, including credit/debit card and E-Check for the Client.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties hereby mutually agree as follows:

AGREEMENT

I. SCOPE OF SERVICES: Client hereby appoints MSB to perform the services described in Exhibit A ("Services"), which is attached hereto and incorporated herein by reference.

The Client may, from time to time, request modifications to the scope of services to be provided under this Agreement. Any such modifications shall be subject to mutual written agreement by the parties, including agreement on any corresponding adjustments to fees payable to MSB.

In addition, MSB may review its fees on an annual basis and, where appropriate, adjust them to reflect changes in the broader payment ecosystem and increased operating costs. MSB will provide the Client with no less than sixty (60) days' prior written notice of any such adjustment. Any fee increase in excess of five percent (5%) shall require the mutual written agreement of the parties.

II. TERM: The initial term of this Contract shall be for three (3) years and shall commence on the Effective Date. At the end of the initial term the Contract shall automatically renew for additional two (2) year terms until terminated by either Party in accordance with Section IV of this Contract.

III. COMPENSATION: In consideration of the Services contemplated by this Contract, MSB will receive a fee, as described in Exhibit B, attached hereto and incorporated herein, during the term and in accordance with the provisions of this Contract. MSB's compensation and the fees set forth in Exhibit B are specifically and expressly approved and authorized by the Client. The compensation described in Exhibit B constitutes all of the compensation payable to MSB in connection with the services set forth in this Contract.

IV. TERMINATION:

a. Either Party shall have the right to terminate this Contract, with or without cause and without liability or penalty (except as described below), by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) days before the effective date of such termination. In the event that Client does not promptly refund / repay MSB

for a chargeback or third-party assessment (after being notified in writing by MSB), or in the event that MSB reasonably believes that Client is experiencing material financial hardship, then MSB may immediately suspend all services.

V. RECORDS AND CONFIDENTIALITY:

a. Inspection of Records: MSB agrees that at any time during the term of this Contract, or one (1) year thereafter, upon request of the Client, MSB will make full disclosure to the Client and make available for inspection all of its available records associated with work performed under this Contract.

b. Confidential Business Information: Both Parties and their authorized representative will maintain the confidentiality of, and take all commercially reasonable efforts, to protect proprietary documents, records, trade secrets, and other records or information provided to them by the other Party, or which they otherwise obtain or gain access to. Both Parties will comply with all applicable privacy and data security laws.

VI. GENERAL PROVISIONS:

A. Independent Contractor: MSB is an independent contractor and is free to perform services for other clients. Personnel performing services under this Agreement shall at all times be under MSB's exclusive direction and control and shall be employees of the Contractor. Contractor shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, benefits, unemployment compensation, worker's compensation, and similar matters.

B. Governing Law: The substantive laws of the State of New York (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.

C. Cooperation and Compliance: MSB requires cooperation and support from the Client and from the Client's vendor(s) (including its software providers) to provide the Services and to ensure proper functionality; this includes ensuring appropriate data interfaces are established since the Parties acknowledge that MSB cannot perform the Services without the necessary payment related data. The Parties and their vendors will work together in a cooperative, responsive, and supportive manner to help ensure the success of the program.

It is also acknowledged that the Client and any Client vendors in connection with the Services provided may be required to comply with certain laws, rules, or standards, including those applicable to or imposed by the payment card industry or card networks (e.g. card network rules, PCI-DSS, NACHA and EFTA, and bank card merchant rules and regulations). The Client agrees to fully cooperate with MSB and take reasonable and appropriate steps to help ensure applicable compliance with above referenced rules and requirements. Additionally, the Client agrees to fully assist and cooperate with MSB as needed to ensure that MSB may comply with its obligations under any contracts with its processor or merchant bank or under any other industry laws, rules or standards.

In the event of any changes to laws, regulations, rules, standards, or other material changes impacting compliance, pricing, or operations (including changes imposed upon MSB by its contracted processor, merchant bank or gateways, as well as those required or imposed by the credit card industry, card networks, etc.) that impact this Agreement, the Services or the cost thereof, the Parties will work together in good faith to address, resolve and/or comply with those changes. If the parties cannot agree on any

such resolution and continuation of the Services by MSB becomes impossible or impracticable, then MSB may promptly suspend services or terminate this Agreement.

MSB does not review or validate the accuracy or integrity of any of the account information (including the personal information or the amounts due or related account or payment data) that is interfaced or otherwise made available or provided to MSB from either the Client or its software providers. MSB shall not be liable for any incomplete, incorrect or inaccurate account information (or for delays or interruptions in the transmissions or access to said account information).

D. Agent of the Payee: Client acknowledges that MSB is acting as its agent, processing payments for and on behalf of the Client in the Client's name. MSB shall hold all funds from processed payments in a trust or custodial account in the Client's name, for the exclusive benefit of the Client and to be promptly transmitted and settled to the Client in accordance with Exhibit A; such funds shall not be commingled with MSB's general assets. Payments are considered received by the Client when they are received by MSB, to the full benefit of the consumer / payor (subject to reasonable timelines for updating account balance information). For the avoidance of doubt, nothing in this paragraph shall be construed to prevent MSB from receiving or accessing its compensation pursuant to Exhibit B.

E. Chargebacks& Third-Party Assessments: Client acknowledges that they are solely liable and responsible for any chargebacks, or any other payments that are in any way reversed or recalled for any reason, along with any other charges or fees associated therewith. Client will also be solely liable and responsible for all amounts imposed or assessed to MSB in connection with this Agreement by third- parties such as, but not limited to, MSB's processor, member/merchant bank, and card network associations to the extent that such amounts are a direct result of Client's non-compliance with Section VI(C) of this Agreement. In the event MSB pays or otherwise covers the cost of the chargeback, fees, fines, or assessments, then Client agrees to promptly repay MSB in full without delay or dispute (this is true even if Client disagrees with or otherwise disputes the chargeback, since MSB has no discretion or control over chargebacks). Client agrees that MSB may set off any amounts due under this section to MSB from amounts owed to Client.

F. Indemnification: Each Party shall defend, indemnify and hold the other Party harmless and its officers, directors, employees, and agents from any and all claims, liability, losses, or damages (including reasonable attorneys' fees) arising from or in connection with the indemnifying Party's violation of any applicable federal, state, or local law, statute, ordinance, rule, or regulation.

MSB performs payment processing services as explained herein and assumes no responsibility or liability for the Client's business activities, conduct, operations, or for the accuracy or validity of the account and payment information and data MSB receives from the Client or its software providers. Accordingly, to the extent any claims, liability, losses, or damages are made or incurred by or against MSB that are not related to MSB's role as a payment processor, and instead relate directly or indirectly to the business activities, conduct, account and payment data accuracy or validity, or operations of the Client or its software providers, then Client shall fully defend, indemnify, and hold MSB harmless.

MSB shall indemnify, protect, defend and hold the Client and its respective officers, directors, employees, and agents harmless from and against any third-party claims, suits, actions, losses, liabilities relating to actual or alleged infringement of any patent or other intellectual property rights of any third party for the Services or use of the Services by the Client. Should Client's use of the Services be determined to have infringed, or if, in MSB's judgment, such use is likely to be infringing, MSB may, at its option: (i) procure for Client the right to continue using the Services or (ii) replace or modify the Services to make their use non-infringing while yielding substantially equivalent results. This infringement indemnity does not cover claims, losses, or liabilities arising from: (i) the use of the Services in combination with products or services not provided by MSB; (ii) any modification of the Services by any person other than MSB that is

the cause of the infringement claim; (iii) use of the Services in a manner not permitted or contemplated under this Contract; or (iv) Client's negligence, willful misconduct, or fraud.

G. Limitation of Liability and Disclaimer: Unless otherwise expressly stated in this Agreement, and whether or not the Parties have been advised of the possibility of such loss, neither Party shall be liable to the other Party in Contract, tort (including but not limited to warranty, negligence or strict liability) or otherwise for indirect, special, incidental, or consequential loss or damages, loss of revenue, lost profits, business or goodwill.

MSB's liability related to or arising out of this Agreement shall not exceed an amount equal to the lesser of (i) actual monetary damages incurred by Client or (ii) amounts paid to MSB for services under this Agreement during the **12-month** period immediately preceding the date of incident giving rise to the claim or cause of action.

H. Attorney Fees: The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.

I. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email. Notices shall be provided to the appropriate person at the receiving Party at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.

To Client: Village of Nyack, New York
9 North Broadway
Nyack, NY 10960
Attention: Andrew Y. Stewart, Village Administrator
Phone: (845) 358-0548
Fax: (845) 358-1480
Email: administrator@nyack.gov

To MSB: Gila LLC d/b/a Municipal Services Bureau
945 McKinney St #10219
Houston, TX, 77002
Attention: Elye Sackmary, President
Phone: (512) 619-5262
Email: elye.sackmary@gilacorp.com

J. Counterparts: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned, or electronically signed copies by either Party shall be binding as if they were original signatures.

K. No Third-Party Beneficiaries: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This

Contract shall not confer any right, or remedy upon any person other than the Parties.

L. Modification or Amendment: Neither this Contract nor any of its Exhibits may be amended or modified except by a written instrument signed by both Parties.

M. Compliance with All Laws and Regulations: All of the work performed under this Contract by MSB shall comply with all applicable state and federal laws, rules, and regulations.

N. Ambiguities: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.

O. Entire Contract: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS HEREOF, the Parties hereto have executed this Contract.

VILLAGE OF NYACK, NEW YORK

By: _____

Andrew Y. Stewart, Village Administrator

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

By: _____

Elye Sackmary, President

Exhibit A

SCOPE OF SERVICES

1. Definitions

1.1. *Client Account:* The account or accounts established or designated by the Client to receive Payments collected or received by MSB on behalf of the Client pursuant to this Contract.

1.2. *Payment* or *Payments:* The credit card, debit card or e-check payments received or remitted to MSB for the Client's Obligations.

2. Payment Processing Services.

2.1. Payments: MSB will process Payments made for goods and services available from the Client via its website and other locations. Amounts for Payments will be entered manually by the individual or entity making the Payment. MSB shall have no control over the amount made or entered for Payment or to reconcile any account balance versus the Payment made.

2.2. Payment Processing Methods: MSB will process Payments made for Obligations through the third-party technologies defined herein.

2.3. Payments Reported: MSB will report Payments received by MSB, if any, and supply reports through MSB's The Nexus gateway on a schedule agreed to by the Parties. MSB's reporting shall be accomplished electronically in a manner and format agreed to by the Parties.

2.4. Payments Deposited: Exclusive of MSB's compensation as set forth herein, MSB will electronically deposit Payments, if any, into the Client Account on a schedule reasonably agreed to by the Parties. MSB is not required or expected to deposit Payments into the Client Account until after MSB has received the funds / Payments (i.e. MSB is not required to front any funds or Payments).

3. Payment Processing Technology

3.1. Website

3.2. MSB will provide a payment website customized as agreed upon by the Parties.

3.3. MSB will provide mobile device configured payment website customized as agreed upon by the Parties.

3.2 Customization Fees: MSB will not assess any fees or costs to the Client for customization of website appearance, website verbiage content, web services or other information transfer protocols, customization of receipt layouts, integration with the Client's software. If material customization is required after full execution of services herein listed in this Contract, fees for customization, if any, will be mutually agreed by the Parties.

4. Reporting Services: The Client will have access to settlement and other reports related to this Contract via a web portal, refereed herein as The Nexus. Such reports shall include but not be limited to: daily transaction detail, daily batch summary and detail, daily incoming chargeback and retrieval detail, monthly statements, and custom fields to track department specific data. MSB will provide the additional reporting services as agreed upon by the Parties.

5. Access: MSB will provide the Client authorized representatives with a logon and password to access their module and perform the administrative functions available through such module. The Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by MSB. Subject to Section 8 below, MSB shall be entitled to rely on any communications it receives under the Client passwords, logon information, and/or account number as having been sent by the Client, without conducting any further checks as to the identity of the user of such information, and MSB shall have no liability related thereto. However, if MSB reasonably believes any such communication or transaction to be suspicious or a fraudulent activity, it shall notify the Client as set forth in Section 8 below. MSB will not be responsible for the operability or functionality of any of the Client's computer equipment, system, browser or internet connectivity, and shall have no liability related thereto.

6. Notice of Unauthorized Activity: Each Party shall immediately notify the other Party in writing and/or by telephone of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information.

7. Logos; Trademarks: The Client grants MSB permission and authorization to use and display the Client's logo and trademarks for use in the services contemplated by this Contract, as agreed upon by the Parties.

8. Merchant Account: The Client will not be required to be the holder of a Merchant Account Agreement. MSB will issue designated MID (Merchant ID) and sub-MID numbers for each and every one of the Client's departments that utilizes MSB's services under this Contract.

Exhibit B

Compensation to MSB - Fees noted below may be paid by Client to MSB or by the ACH Receiver or cardholder (collectively, "Customer") through the assessment of Service Fees at the time of transaction, at Client's discretion to the extent allowed by applicable law, rules, and standards.

The Client may select which fee model is used on a per Merchant Identification Number / Per Department basis.

PARKING DEPARTMENT

No.	Transaction Type	Cost	Comment
1.	Visa Card Credit/Debit	$0.25	Per item fee charged on all settled transactions, paid by the Village
2.	Master Card Credit/Debit	$0.25	Per item fee charged on all settled transactions, paid by the Village
3.	American Express Credit/Debit	$0.25	Per item fee charged on all settled transactions, paid by the Village
4.	Discover Credit/Debit	$0.25	Per item fee charged on all settled transactions, paid by the Village
5.	E-check*	$0.50	Per item fee charged on all settled transactions, paid by the Village
6.	Chargebacks (Credit Cards)	$15.00	Paid by the Village
7.	Bank Returns (ACH)	$15.00	Paid by the Village
8.	Annual Security Fee	$0.00	Waived

DEPARTMENTS OTHER THAN PARKING

No.	Transaction Type	Cost	Comment
1.	Visa Card Credit/Debit	2.25%	Per item fee charged on all settled transactions (Minimum $0.50), paid by the Customer
2.	Master Card Credit/Debit	2.25%	Per item fee charged on all settled transactions (Minimum $0.50), paid by the Customer
3.	American Express Credit/Debit	2.25%	Per item fee charged on all settled transactions (Minimum $0.50), paid by the Customer
4.	Discover Credit/Debit	2.25%	Per item fee charged on all settled transactions (Minimum $0.50), paid by the Customer
5.	E-check*	$0.50	Per item fee charged on all settled transactions, paid by the Customer
6.	Chargebacks (Credit Cards)	$15.00	Paid by the Village
7.	Bank Returns (ACH)	$15.00	Paid by the Village
8.	Annual Security Fee	$0.00	Waived
9.	Terminal Units	$599.00	Per each device (First four waived)

בס"ד

Chabad
OF THE NYACKS

B"H

November 1, 2026

Mayor Rand & Trustees
Village of Nyack
9 N. Broadway
Nyack, NY 10960

Dear Honored Mayor and Honorable Trustees,

I hope this finds all of you in good health and spirits. I am writing to you concerning our proposal for the placement of a Menorah display in honor of Chanukah in Nyack's Hezekiah Easter - Veterans Memorial Park on Main Street.

We propose to set up an electric Menorah, as in past years, during the Chanukah Holiday of 2026. We would put the Menorah on or around December 1. The Menorah will stand through the duration of Chanukah (Chanukah is celebrated this year from December 4 – December 12) and will be removed during the following week. The menorah including the platform is approximately 9' tall and 5' feet wide. The placement and electricity will be coordinated with the Chamber of Commerce and be pulled as in past years from the gazebo in the park. Each night of the holiday, which begins on December 4th, one additional bulb would be turned on.

On Sunday afternoon, December 6th, at 4:30PM we will conduct the annual Menorah candle lighting ceremony. We would be honored to have you join the event as well.

Chanukah, the "Festival of Lights", is a celebration of a great miracle - the victory of a small, beleaguered Jewish nation over its powerful oppressors. In lighting the menorah, we rejoice in the triumph of freedom over tyranny, good over evil, right over might, and light over darkness. The menorah proclaims to all that through our dedication and devotion, the light of goodness and freedom can never be obscured, that darkness will ultimately be banished forever.

Looking forward to working with you to make this holiday season a most meaningful one for all of us.

Sincerely,



Rabbi Chaim Zvi Ehrenreich

P.O. BOX 335, NYACK, NEW YORK 10960

WWW.CHABADNYACK.ORG • 845-356-6686 • INFO@CHABADNYACK.ORG

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.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: 10/30/26 Name of Applicant: Louise Newsome (Trade + Prosper)

Address: 159 Bleecker St (Storefront) NY NY 10012.

Business Owner/Proprietor Name: Trade + Prosper.

Email Address: Louise @ tradeandprosper.com Phone: 845-480-4453

Name of On-Site Event/Project Manager: Louise Newsome Phone: 845 480 4453

Existing Approval to serve Alcoholic Beverages: Yes _____ No _____

Event Information:

Date of Proposed Event: Sat Oct 9 2027 Name of Event: Yuck Arts + Crafts walk

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

Extended one day event 11-7pm.

All vendors in barn used gazebo, parking lot behind gazebo and cedar Street.

Question is... do we need heavy duty barriers to close Cedar Street? Is it available to do and what is the cost? Also we would request having the Hoppy. Would it be available to brand as we did this year and will there be a cost to that?

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:

Name: Louise Newsome Signature: L B Newsome

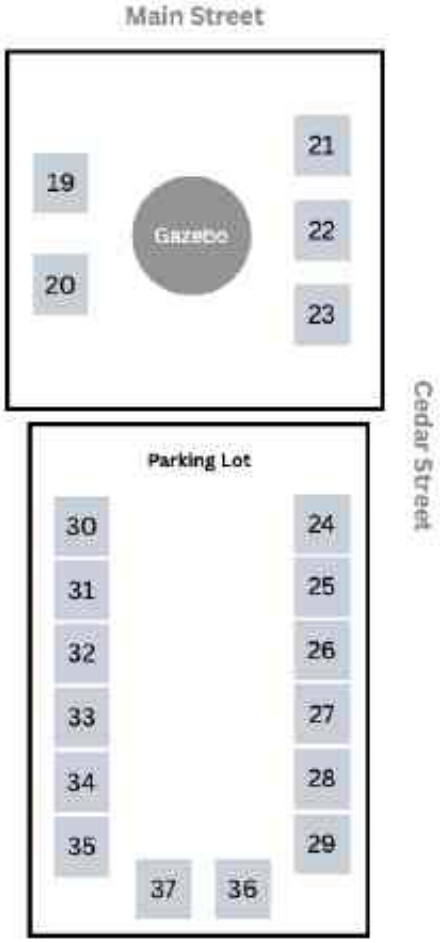
Date: 10/30/26.

Please sign, date and return to:

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

Nyack Arts & Crafts Walk

Veterans Memorial Square
Vendor Layout



Vendor Spots

19. The Quiet Cook
20. Crochet.there
21. Center for safety & Change
22. Delicate Derma
23. Lola & Gaia
24. Dulces La Pelirroja
25. Mud and gems
26. Aestro Design Studio
27. Hudson Park Boutique
28. Jillian Trumpet Creative
29. A New Day, A New Dawn
30. Papineau Studio
31. Something 4 Someone
32. Especially for You
33. Jeneric Bags
34. Fanciful Fox
35. Empabake Empanadas
36. Oh My Balm
37. Nenes Coats

DRPILLA
CONSULTING ENGINEERS
- DOMINICK R. PILLA ASSOCIATES -

STRUCTURAL | FACADE + BUILDING ENVELOPE
SITE + CIVIL | SEISMIC + OPTICAL MONITORING
SUPPORT OF EXCAVATION | FORENSIC ENGINEERING
GEOTECHNICAL | SPECIAL INSPECTIONS

RECEIVED
VILLAGE OF NYACK
NOV 13 2026
VILLAGE CLERK'S OFFICE

November 13, 2026

Deputy Mayor Jean-Gilles and Members of the Board of Trustees
Village of Nyack
9 North Broadway
Nyack, New York 10960

Re: Letter of Interest for Appointment as Mayor of the Village of Nyack

Dear Deputy Mayor Jean-Gilles and Members of the Board:

With Mayor Joe Rand's election to the New York State Senate, the Board will appoint a mayor to serve the remainder of the current term through December 31, 2027. I respectfully ask the Board to consider me for that appointment. Having lived and worked in Nyack for more than 25 years, I would welcome the opportunity to serve the Village and help guide it through this transition. I also congratulate Mayor Rand on his election and wish him well in his new role.

I have lived in Nyack since 2000, and my structural and civil engineering firm, DRPILLA, has been based in the Village since that time. As a resident, business owner, employer, and property owner, I know the Village's infrastructure, permitting process, commercial district, and finances firsthand. I also understand how decisions made by the Village government affect the people who live, work, own property, and operate businesses here.

Qualifications

- **Infrastructure and capital projects.** I have spent my career designing, reviewing, and inspecting the kind of work now underway in the Village, including the NY Forward projects, Safe Routes to School sidewalks, and utility replacements. This experience would allow me to work effectively with Village staff, consultants, agencies, and contractors as these projects move forward.
- **Executive and financial management.** For more than 25 years, I have run DRPILLA, managing payroll, contracts, risk, budgets, and day-to-day operations. I understand the importance of balancing priorities, managing limited resources, and being accountable for results.
- **Codes, zoning, and permitting.** I work with building codes, special inspections, permitting, and land-use approvals every day. I understand both the need for responsible regulation and the importance of making government processes clear and workable for residents, property owners, and businesses.
- **Leadership and consensus-building.** I am a tenured professor at The City College of New York and an adjunct professor at Columbia University. I also co-chaired the Civil Engineering advisory board at Rensselaer Polytechnic Institute for seven years. These roles have required me to explain complex issues clearly, listen to different perspectives, and build consensus around practical solutions.

Priorities for the Coming Year

- **Project delivery.** Keep the Village's capital and grant-funded projects moving forward, with close attention to schedules, budgets, coordination, and accountability.
- **Affordable housing.** Work with the Board to use existing zoning and funding tools to expand well-designed housing opportunities while respecting the scale and character of Nyack's neighborhoods.
- **Downtown vitality.** Work to reduce storefront vacancies, address quality-of-life concerns, and make permitting clearer and more efficient for residents and businesses.
- **Fiscal responsibility and transparency.** Maintain strong fiscal discipline, work within the tax cap, support Village staff, and communicate clearly with residents about Village priorities, projects, and finances.

Availability

I am able to give the role the time and attention it requires, including a regular presence at Village Hall, Board meetings, and community events. I am prepared to begin on whatever date the Board selects so that the transition is complete before January 1, 2027.

If appointed, I would approach the position as a working Mayor: listening to residents, collaborating with the Board and Village staff, and focusing on practical results for Nyack.

I would welcome the opportunity to meet with the Board, individually or collectively, to discuss my qualifications and priorities for the Village. I have enclosed my résumé and would be pleased to provide references upon request.

Thank you for your consideration.

Respectfully,



Dominick R. Pilla, PE, CE, SE, RA, LEED AP
President, DRPILLA

Associate Professor of Structural Engineering
The City College of New York
Spitzer School of Architecture

Rockland County
Ed Day, Rockland County Executive

DEPARTMENT OF PLANNING
Dr. Robert L. Yeager Health Center
50 Sanatorium Road, Building T
Pomona, New York 10970
Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz
Commissioner

Adam Carsen
Deputy Commissioner

November 12, 2026

Nyack Village Board
9 North Broadway
Nyack, NY 10960

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M
Map Date: **Date Review Received:** 10/26/2026

Item: ***Village of Nyack - Route 59 Moratorium (GML-26-0536)***

Local Law to establish a moratorium on all Village land use board approvals and building permits for properties identified in the Route 59 Corridor Moratorium Area until June 30, 2027. The Village Board may extend the moratorium twice by up to three months each time.
Route 59 Corridor within the Village of Nyack

Reason for Referral:

State roadways, County parks, Long Path Hiking Trail, adjacent municipalities

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

Remand for Local Decision

The proposed action is deemed to have no significant county-wide or inter-community impact under New York State General Municipal Law § 239; therefore, the action is a local decision.

Douglas Schuetz
Commissioner of Planning

cc: Mayor Joseph Rand, Nyack
Rockland County Department of Health
Rockland County Planning Board
BFJ Planning

*The review undertaken by the County of Rockland Department of Planning is pursuant to and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B, the County of Rockland does not render opinions nor determine whether the proposed action reviewed implicates the Religious Land Use and Institutionalized Persons Act. The County of Rockland Department of Planning defers to the municipality referring the proposed action to render such opinions and make such determinations as appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Pursuant to New York State General Municipal Law §§ 239-m and 239-n, the referring body shall file a report of final action it has taken with the County of Rockland Department of Planning within thirty (30) days after final action.

VILLAGE OF NYACK PARK
USAGE PERMIT REQUEST

(Complete this agreement in its entirety and return it to the Village Clerk.)

Fees:

	Non-Resident		Resident	
Size of Group	20-39 people	40 or more People	20-39 people	40 or more people
Fee	$125	$250	$75	$150
Security deposit	$125	$250	$125	$250

Application Checklist:

___ Application form completed
___ Liability release and rules agreements signed
___ Refundable security deposit
___ Certificate of Insurance
___ Driver's License copy

PARK REQUESTED

Memorial Park ✓ AREA(S) REQUESTED: ✓ Upper Lawn ___ Basketball Court ✓ Gazebo
___ Viewing Pier ✓ Waterfront ___ Splash Pad

Hezekiah Easter Veterans Memorial Square ___

APPLICANT/LICENSEE

NAME 16th Annual African American Day Parade + Festival
ADDRESS c/o Mary E. White 14 Anna St (Committee)
CITY Nyack STATE Ny ZIP CODE 10960
DAYTIME PHONE # 845 480 0299 EMAIL: songstress44@hotmail.com
DATE(S) REQUESTED: June 5, 2027 TIME: From 7 00 AM/PM to 7 00 AM/PM
(Rain date: 6 / 12 / 2027)

Description of the nature of the activity/purpose (specify any equipment, vendors, food, tents, etc.):
Community event with music(dj), vendors w/ tents, food vendors, 'bouncy house' for children, music performances, fashion show, etc.

Number of Attendees/Participants: 300+

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 no later than dusk on the day of the event, leaving it in the same condition as when it was received, and acknowledges that wading in the stream, climbing on waterfront rocks, and entering the culvert are prohibited.

The Licensee is responsible for: The safety, conduct and supervision 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").

MEMORIAL PARK RULES AND REGULATIONS

I. Memorial Park Rules and Regulations

- General Use and Permit Requirements: Use of Memorial Park is a privilege for residents and those with approved permits issued by the Village of Nyack. Users must provide identification upon request. Authorization may be revoked for violations. Groups of 10 or more require a permit from the Village Clerk; groups of 40 or more require Village Board approval.
- Prohibited Activities: Destruction of property; fires or grills; weapons; smoking or vaping; alcohol; swimming; amplified sound or inflatables without a permit; tents; vending; or driving on the lower lawn.
- Event Hours and Cleanup: All gatherings must end by dusk unless permitted otherwise. Garbage must be removed or bagged and left next to refuse containers.
- Compliance with Laws: Users must comply with all municipal, county, state, and federal laws.
- Public Access: Permitted users may not block public access to park facilities unless specifically authorized.
- Additional Requirements: The Village may impose security deposits or staffing requirements based on event type.
- Emergency Contact: For emergencies call 911 or Orangetown Police at 845-359-3700 and notify Village Hall at 845-358-0548.

II. Summary of Applicable Code Sections Affecting Memorial Park Permits

- §250-10 Hours of Operation: Park hours are 6 a.m. to 10 p.m. Use outside these hours requires Board approval.
- §250-11(G) Group Size: Groups of 10+ require permits; 10–40 issued by Village Clerk; 40+ by Village Board.
- §250-11(F) Commercial Activities: Camps, classes, or paid events require authorization.
- §250-15(C) Domestic Animals: Dogs allowed only with Village Board approval and must be leashed. Waste removal required.
- §250-15(N) Amplified Sound: Requires a permit from the Village Board.
- §250-16(D) Permit Application Standards: Defines application requirements, approvals, denials, appeals, and liabilities.
- §250-11(A) Smoking/Vaping: Prohibited throughout Memorial Park.
- §250-11(K) Interference: Protects permitted events from obstruction.
- §250-15(E) Fire Prohibition: No fires, grills, or open flames.
- §250-18 Penalties: Violations may result in fines or permit revocation.

****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 $1,00.00 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: Mary E White Date: 11/16/2026

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: Mary E. White Signature: Mary E White

Company Name (if applicable): African American Day Parade & Festival (Committee)

Date: November 16, 2026

Please sign, date and return to: **Village of Nyack**
Village Clerk's Office
9 North Broadway
Nyack, NY 10960

Village of Nyack Planning Board

November 10, 2026

TO: Village of Nyack Board of Trustees

FROM: Village of Nyack Planning Board

CC: Village Attorney, Village Planner, Chief Building Inspector

RE: Submission of advisory opinion/recommendation regarding proposed Local Law to establish a temporary moratorium, so as to suspend land use board approvals, issuance of building permits and the processing of same, within the Route 59 corridor.

The following was discussed at the November 2nd, 2026, Village of Nyack Planning Board meeting:

In response to the Village Board of Trustees's request for an advisory opinion/recommendation, regarding the above-mentioned proposed amendment to the Zoning Code, the Planning Board offers the following comments:

- The Planning Board advises that in Section 3, paragraph A, you also include Town of Clarkstown Tax Map parcels.
- On page 7, the Planning Board feels that "for sale" should be removed from the 32 Route 59 parcel unless you list all that are for sale in that corridor.
- The Planning Board would like to see a paragraph added stating that "In connection with the drafting of the Comprehensive Plan, there will be opportunity for public participation through public workshops during the comprehensive planning process."
- 3 Planning Board members are in favor of said moratorium, 1 member opposed.

Sincerely,
Village of Nyack Planning Board
Mary Screene, Secretary to Land Use Boards