



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

June 23, 2026

NYACK VILLAGE BOARD

9 N. Broadway, Nyack

RE: Building Permit Fee Refund

Board Members,

Request that a refund be made for overpayment of the building permit fee as follows:

Address: 29 Marion St.

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

Permits #: 26-111
issued: 6/23/2026

Fees Collected: \$300.00 (application fees paid)

Permit fee: \$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
E-mail: buildingdepartment@nyack.gov

June 23, 2026

Norah McGee
29 Marion St
Nyack, NY 10960

Permit: 26-111

The VILLAGE OF NYACK hereby issues a RECEIPT to ANN MARIE KRINKE regarding: Building and Zoning.

Fees Due:

Certificate of Occupancy Fee	200.00
Fence Fee	100.00

Total Fees:	<u>300.00</u>
--------------------	---------------

Adjustments:

Amount of Payment Applied:	<u>\$300.00</u>
-----------------------------------	-----------------

Balance Due:	<u>\$0.00</u>
---------------------	---------------

Payment Information: Online Payment - Permit System

Remit Type:	Automated Payment Through Portal Internet	Payment Amount:	\$300.00
Receipt ID:	05/05/2026	Reference Date:	5/5/2026
Reference:			
Recorded By:	Nyack NY Portal Service	Recorded Date:	5/5/2026

Reference ID: 2026-235

CHAUFFEUR

DISTINGUISHING FEATURES OF THE CLASS: This work involves the responsibility for providing reliable, safe and courteous transportation to patients and clients and may also include transportation of visitors and other personnel. Supervision is received from a higher-level supervisor. Does related work as required.

TYPICAL WORK ACTIVITIES:

Drives and transports patients, clients, visitors and other personnel, while also collecting and distributing supplies and materials;
Ensures the cleanliness of motor vehicles;
Fuels and performs minor service maintenance to ensure the efficient and safe operation of vehicles;
Maintains basic records of vehicle activities;
May transport and escort patients or clients within a facility or between facilities;
May assist as a cleaner or perform routine clerical duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of motor vehicle maintenance and operation; working knowledge of the methods used in collecting supplies and materials; ability to drive safely; ability to understand and carry out basic oral and written instructions; ability to maintain cooperative working relationships with others.

MINIMUM QUALIFICATIONS: Three (3) years of driving experience.

SPECIAL REQUIREMENT: Possession of a valid driver's license is required at the time of appointment and must be maintained throughout the course of employment in this title. A candidate must possess a good driving record.

CIRCUIT MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “MSA” and/or “Agreement”) is made and entered into as of [REDACTED], 2026 (the “Effective Date”), by and between **CIRCUIT TRANSIT INC.**, (“Circuit”), a corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the “Company”) and the **VILLAGE OF NYACK** (the “Client”) a **New York municipal corporation** organized and existing under the laws of the State of New York having its principal office at [REDACTED], and together with the Company sometimes referred to collectively as the “Parties” and each a “Party”.

WITNESSETH:

WHEREAS, Circuit will provide services as more fully set forth herein; and

WHEREAS, the Client wishes to retain Circuit to provide said services in accordance with the provisions more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Agreement, and the following mutual covenants and conditions and other good and valuable consideration (the receipt and sufficiency of which are hereby mutually acknowledged), the Parties agree as follows:

1. Master Services Agreement

This agreement is a “Master Services Agreement”, the terms and conditions of which are intended to govern all services (the “Services”) provided by Circuit for the Client during the term of this Agreement in connection with one or more locations, communities, statement of work(s), or projects (each, a “Project” and collectively, the “Projects”) and the execution hereof by the Parties hereto forms a legally binding contract.

The Client and Circuit will execute one or more statements of work in substantially the form attached hereto as **Exhibit A** (each, an “SOW”). Each executed SOW will describe the applicable project, services, fees, performance period, Client responsibilities, and any project-specific terms. An SOW is binding only when signed by both Parties and will be deemed incorporated into this MSA. In the event of conflict, the following order controls: (a) the applicable SOW, solely for the project-specific business terms; (b) this MSA; and (c) all other exhibits.

The following documents are attached to and are hereby incorporated into this Agreement:

1. **Exhibit A** – Statement of Work
2. **Exhibit A-1** - Fee
3. **Exhibit B** - Advertising Guidelines

2. Term of Agreement and Performance Date

The term of this Agreement will commence on the Effective Date and continue until terminated by either Party in accordance with **Exhibit A** and/or **Section 24. Termination**.

3. Services Fee; Payment

As to the Services performed under the SOW, the Client will pay Circuit for the Services in the amount of the Fee described and in accordance with the fee schedule attached thereto as **Exhibit A-1**.

Circuit will bill the Client for all completed Services in accordance with **Exhibit A-1** hereto less any credit due. Invoices will be submitted to the Client on a monthly basis detailing the services provided including the date and location for which payment is requested, operating expenses, including credit card procession and handling fees, and if applicable, revenue collected including total passenger fare and advertising revenue. The Client will make payment via ACH or wire transfer within thirty (30) days following receipt, audit and approval of such claim by the Client.

Client Billing Information

Contact Person:

Billing Address:

Email:

In addition to any other remedy available to Circuit for late payments, if invoices are unpaid for 30 days past the due date for payment, i) Client shall pay a late payment penalty equal to two percent (2%) per month or the highest rate of interest permitted by law, whichever is lower, of the amount due calculated from the date such payment was due until the date paid; and/or ii) Circuit shall offset any balance or amounts owed on any credits due to the Client from Net Advertising Revenue (if applicable), until such outstanding invoice is paid.

The Client acknowledges and agrees that Circuit is not required to continue Services in the event of the Client's failure to pay invoices on a timely basis for any amounts as required by this Agreement. If payment is not received within thirty (30) days of written notice of late payment, Circuit shall have the right to temporarily reduce and/or suspend Services without liability to Circuit until such outstanding invoice is paid in full. If litigation is commenced for collection of late payments, Circuit shall be entitled to recover its reasonable attorneys' fees and related costs from the Client.

4. Services and Performance Requirements

Circuit will provide the technology platform, Circuit-provided driver cell phone(s), dashboard access, implementation support, advertising support, limited technical support, and related services expressly described in an executed SOW (collectively, the "Services"). Circuit will perform the Services in a professional manner and in material compliance with applicable laws directly governing Circuit's provision of the Services.

For clarity, Circuit may provide technical and customer support related to use of the Circuit technology platform, including support through the app, email, and/or other Circuit-designated support channels, such as assistance with app functionality, account access, ride request issues, reporting technical issues, and general platform inquiries (“Platform Support”). Platform Support does not include, and Circuit is not responsible for, in-person or operational passenger assistance, vehicle operation, vehicle ownership, driver hiring or supervision, dispatch as a transportation operator, fleet maintenance, passenger loading or unloading, passenger safety supervision, wheelchair securement, ADA/paratransit services, emergency response, fare collection, vehicle storage, vehicle charging, permitting, parking, public safety, transportation regulatory compliance, or transportation insurance, unless expressly stated in an SOW.

The Services to be performed pursuant to this Agreement will commence on the written direction of the Client and will be completed pursuant to the agreed performance period. Circuit will promptly inform the Client in writing of any cause for delay in the performance of its obligations under this Agreement. At the request of the Client from time to time, Circuit will attend meetings, provide information and documentation with respect to the Services and the performance by Circuit of its obligations under this Agreement, and issue progress reports.

5. Client Responsibilities

Client will: (a) provide accurate project information, service area details, operating hours, vehicle information, and approved user lists; (b) obtain and maintain all vehicles, drivers, operators, parking, charging, storage, permits, licenses, insurance, safety programs, and approvals necessary to operate the mobility service; (c) ensure that any drivers or third-party operators using Circuit technology comply with applicable laws and Circuit's reasonable usage instructions; (d) timely review advertising materials submitted for approval; (e) provide all Client-provided content, logos, vehicle specifications, and approvals needed for advertising campaigns; and (f) comply with all applicable laws and public entity requirements applicable to Client's operation of the vehicle and approval of advertising.

6. Technology Access; Authorized Users

Subject to Client's payment of all fees and compliance with this Agreement, Circuit grants Client a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable SOW term for Client's authorized personnel and approved vehicle operator personnel to access and use the Circuit rider application, driver application, driver devices, admin dashboard, data portal, and related technology components solely for the Client project described in the applicable SOW. Client is responsible for all activity under accounts issued to Client or its approved operator personnel and will promptly notify Circuit of unauthorized access or changes in authorized users.

7. Representative

The Client will designate a Project Manager for each SOW and will provide written notification to Circuit of the designee and of any subsequent changes. The Project Manager will be Circuit's principal point of contact regarding any matters relating to this Agreement, will provide all general direction to Circuit regarding performance, and will provide guidance regarding the Client's goals and policies. The Project Manager is authorized to waive or modify any material scope of work changes or terms of the Agreement. The Project Manager shall have no authority to amend this Agreement or materially change the scope,

schedule, or fees. Any material changes require a mutually executed Change Order or written amendment pursuant to Sections 8 and 21.

Circuit will designate a Representative in the SOW under this Agreement. Circuit will provide written notice to the Client should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.

8. Additions and/or Modifications to Scope of Work

Any change to the Services, fees, vehicle count, approved advertising inventory, support level, integrations, data exports, project requirements, or other material business terms must be documented in a written change order or amendment signed by both Parties before Circuit is required to perform the changed work. Circuit is not obligated to provide services outside the applicable SOW unless and until the Parties agree in writing on scope, fees, and timing.

The change order will not render ineffective or invalidate unaffected portions of this Agreement.

9. Data; Records; Reports

As between the Parties, Circuit owns all records, dashboards, reports, analytics, platform data structures, templates, methods, technical data, aggregated data, de-identified data, and other materials created, compiled, or generated by Circuit in connection with the Services, subject to Client's ownership of Client-provided content. During the applicable SOW term, Client may access and use reports and data exports made available through the dashboard solely for Client's internal governmental purposes and public reporting related to the project. Client will not attempt to reverse engineer the platform or use exported data to replicate Circuit's technology or services.

10. Privacy and Security

Circuit will use commercially reasonable administrative, technical, and organizational safeguards for Circuit systems used to provide the Services. Client will not request or export personally identifiable rider information except as reasonably necessary for the project and in compliance with applicable privacy laws. Client is responsible for securing any data downloaded, exported, or shared by Client or its authorized users from the Circuit dashboard.

11. Independent Activities

The Client acknowledges that Circuit is in the business of performing services similar to the Services for third parties and that, subject to its confidentiality obligations, nothing herein shall prevent Circuit from continuing to engage in the performance of such services and related independent activities.

12. Insurance

During the term of this Agreement, Circuit will maintain Commercial General Liability insurance of not less than \$2,000,000 per occurrence, Workers' Compensation insurance as required by law, and Cyber Liability insurance of not less than \$1,000,000. Because the Services under the initial SOW are technology

and advertising support services only, Circuit is not required to provide automobile liability insurance for Client's vehicle operations unless an SOW expressly states that Circuit will operate vehicles or provide transportation services. Any additional insured, waiver of subrogation, primary and non-contributory, or notice requirements must be commercially available under Circuit's policies and applicable to the Services.

13. Limitation of Liability

The Client agrees that Circuit shall not be liable to the Client for special, indirect, incidental or consequential damages. The Client hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of Circuit. Except for any liability that may arise from, or by reason or as a consequence of, Circuit's negligence, carelessness or recklessness while operating a vehicle contemplated in this agreement, Circuit's aggregate liability arising out of or related to this agreement or any SOW will not exceed the fees paid or payable to Circuit under the applicable SOW during the twelve (12) months before the event giving rise to the claim.

14. Indemnification

Circuit will defend, indemnify, and hold harmless Client and its officers, officials, employees, and agents from and against third-party claims, damages, liabilities, and reasonable costs to the extent arising from Circuit's negligence, carelessness or recklessness, or willful misconduct, or material breach of this Agreement, while performing the Services. Circuit will also defend Client against a third-party claim alleging that Client's authorized use of Circuit IP in accordance with this Agreement infringes a United States copyright, trademark, or trade secret, and will indemnify Client for final damages awarded or settlements approved by Circuit. Circuit has no obligation for claims arising from Client-provided content, Client's vehicle operations, unauthorized use, modifications not made by Circuit, combination with non-Circuit materials, or use after Circuit provides a non-infringing alternative.

To the fullest extent permitted by law, Client will defend, indemnify, and hold harmless Circuit and its officers, directors, employees, affiliates, contractors, and agents from and against third-party claims, damages, liabilities, and reasonable costs to the extent arising from: (a) Client's or its operator's vehicle ownership, leasing, operation, maintenance, charging, storage, dispatch, driver conduct, passenger service, safety obligations, ADA/accessibility obligations, or transportation services; (b) Client-provided content, logos, marks, data, instructions, or approvals; (c) Client's approval, rejection, removal, or failure to timely approve advertising; (d) Client's violation of law or public entity requirements; or (e) unauthorized use of the Services by Client or its authorized users.

15. Warranty Disclaimer

Circuit will use commercially reasonable efforts to provide the Services in accordance with the applicable SOW. Except as expressly stated in this Agreement, the Services and Circuit IP are provided "as is" and "as available." Circuit disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted service, error-free operation, or that the services will achieve any particular ridership, wait time, revenue, advertising, or operational result.

16. Disputes

For each claim or dispute arising between the Parties under this Agreement, the Parties will attempt to resolve the matter through escalating levels of management.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

17. Intellectual Property

Circuit and its licensors retain all right, title, and interest in and to the Circuit technology platform, rider application, driver application, admin dashboard, data portal, software, source code, object code, APIs, designs, templates, processes, know-how, analytics tools, reports, documentation, trademarks, service marks, and all modifications, derivative works, and improvements thereto (collectively, "Circuit IP"). No right, title, or interest in Circuit IP is transferred to Client. Client will not copy, modify, distribute, sublicense, reverse engineer, decompile, or create derivative works of Circuit IP except as expressly permitted in this Agreement.

18. Delay of Performance

If timely performance by Circuit is jeopardized by the non-availability of any personnel, data, or equipment required to be provided by the Client pursuant to this Agreement, if any, Circuit will notify the Client immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the Client will advise Circuit in writing of the action which will be taken to remedy the situation.

19. Force Majeure

Circuit will not be liable for the delay or default in the performance of the Services under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, war, terrorism, fire, flood, accident, earthquakes, government regulation, telecommunications line failures, electrical outages, network failures, curtailment of transportation infrastructure or facilities, pandemics, civil disorder, acts of God, or labor disputes ("Force Majeure Event"). This Agreement may be suspended for up to 30 days for any such Force Majeure Event provided that written notice is given by Circuit to the Client setting forth the nature of the Force Majeure Event. Subsequent to the written notice of the Force Majeure Event, Circuit will invoice the Client an amount of 15% of the monthly billing for the month service is suspended, such amount being agreed by the Parties as reasonable and necessary to permit Circuit maintenance of a ready state in anticipation of resumption of Services. If resolution or restoration of any condition affecting the ability of Circuit to continue under the terms of this Agreement for any Force Majeure Event that is not obtained within the 30-day suspension period, the Client and/or Circuit may terminate this Agreement without liability; releasing both Parties, except with respect to payments or credits earned prior to the notice of such Force Majeure Event or with respect to those obligations herein that expressly survive termination.

20. Assignment

Neither Party may assign, transfer, delegate or subcontract this Agreement without the other Party's prior written consent (such consent not to be unreasonably withheld). However, both Parties may assign this Agreement without notice to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of the Party's assets or its business to which the subject matter of this Agreement relates. Notwithstanding the foregoing, Circuit may assign its right to receive payments or accounts receivable under this Agreement to a third party, including for the purpose of financing arrangements, without the other Party's consent or notice. Any such assignment shall be strictly limited to Circuit's rights to payment and shall not modify any other rights or obligations under this Agreement but shall be subject to assignee assuming all obligations of Circuit under this Agreement related to the rights assigned. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns. Any other attempt to transfer or assign this Agreement or any rights or obligations under this Agreement are void.

21. Modification/Amendment

This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.

22. Compliance with Law

Circuit will comply with all applicable federal, state and local statutes, laws, ordinances, codes, rules and regulations in providing the Services hereunder. Circuit will secure and maintain, at its own cost and expense, all applicable permits, approvals, certifications and licenses necessary for the provision of the Services hereunder.

23. Independent Contractor

Circuit acknowledges and agrees that it will not hold itself, its directors, officers, employees and/or agents, including, without limitation, any employees performing any of the Services, out as employees of the Client. Circuit is retained by the Client only for the purposes and to the extent set forth in this Agreement, and its relationship to the Client will, during the periods of its Services hereunder, be solely that of an independent contractor.

24. Termination

The Client may terminate this Agreement at any time for cause upon sixty (60) days' written notice to Circuit. Upon such termination, the Client will pay Circuit for all Services rendered under this Agreement up to the date of termination.

For purposes of this Agreement, "for cause" shall mean one or more of the following: (a) Circuit's material breach of this Agreement; or (b) Circuit's failure to perform the duties under this Agreement. The Client shall provide written notice to Circuit indicating in detail the event or circumstances that constitute for cause under this Agreement, and the Client will provide Circuit with sixty (60) days to cure such breach or failure prior to termination for cause.

In addition to the foregoing, this Agreement will terminate automatically and without notice or further action by the Client upon the occurrence of an event of bankruptcy by or with respect to Circuit and/or the Client. As used herein, "events of bankruptcy" means the following: Circuit and/or Client (a) will become insolvent or will fail to pay its debts generally as they become due, or will admit, in writing, its inability to pay any of its indebtedness; (b) will file a case under the federal Bankruptcy Code to be declared bankrupt or for reorganization; (c) will consent to, or petition or apply to any authority for the appointment of a receiver, liquidator, trustee or similar official for itself or for all or any part of its properties; (d) any such receiver, liquidator, trustee or similar official will otherwise have been appointed and will not have been removed, dismissed or stayed within sixty (60) days of such appointment; or (e) insolvency, reorganization, arrangement or liquidation proceedings (or similar proceedings) will have been instituted by or against Circuit and/or the Client, and if instituted against Circuit and/or the Client, will not have been dismissed within sixty (60) days of being instituted.

The termination of this Agreement shall not release the Client from its obligation to make payment of any and all amounts then or thereafter due or payable including credit or refunds.

25. Governing Laws

This Agreement will be governed by and construed and enforced under the laws of the State of New York without regard to conflict of law principles and will be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to or seeking enforcement of this Agreement will be brought in a federal or state court of competent jurisdiction located in Rockland County, or Westchester County, New York.

26. Waiver

The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing.

27. Severability

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every provision, or part thereof, nevertheless will continue in full force and effect, and the unenforceable provision will be changed or interpreted so as best to accomplish the objectives and the intent of such provision within the limits of applicable law.

28. No Presumption Against Drafting Party

Circuit will not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement. The Client's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the Client are expected to comply with all applicable laws,

governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices.

29. Non-Discrimination and Fair Employment Practices

Circuit will not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement. The Client's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the Client are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices.

30. Conflict of Interest

Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

31. Confidentiality

Except as required by law, the Client shall not disclose to any third party the terms and conditions of this Agreement nor use any data, methods, ideas, concepts, strategies, designs, discussions, drawings, photographic materials, pricing, technical information, tools, employee specifications or other information belonging to Circuit (collectively, "Confidential Information"). Upon expiration or termination of this Agreement, the Client will return to Circuit all Confidential Information including any copies thereof. The provisions of this paragraph shall survive the cancellation, termination or expiration of this Agreement. This paragraph 31 is subject and subordinate to Article 6 of New York State Public Officers Law (a/k/a Freedom of Information Law or "FOIL"), and if there should be a conflict between this paragraph 31 and the provisions of FOIL, then the provisions of FOIL shall control, govern and prevail.

32. Notices

All notices of any nature referred to in this Agreement will be in writing and sent by a nationally recognized overnight carrier, such as Federal Express, registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective Parties hereto may designate in writing:

If to Client:

If to Circuit:
Circuit Transit Inc.
501 East Las Olas

Suite 300
Fort Lauderdale, FL 33301
Attention: Legal

With a copy to:
Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

33. Entire Agreement, Section and Paragraph Headings

This Agreement, including all Exhibits, sets forth the entire agreement of the Parties as to the subject hereof and may not be modified or changed except in a writing signed by both the Client and Circuit. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

The paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

34. Authority

Circuit represents and warrants to the Client it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder and that this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind Circuit hereunder, and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

35. Counterpart Signatures

The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same Agreement. For purposes of this Agreement, signatures delivered by facsimile or electronic mail will be considered originals.

- Signature page immediately follows -

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

VILLAGE OF NYACK

By: _____

Name:

Title:

CIRCUIT TRANSIT INC.

By: _____

Name: James Mirras

Title: COO / Co-Founder

EXHIBIT A–STATEMENT OF WORK

Nyack Technology Platform and Advertising Support

Item	Description
Project	Nyack Pilot - Technology platform and advertising support for Client's GEM electric vehicle pilot.
Client	Village of Nyack, New York.
Vehicle / Inventory	One (1) GEM vehicle expected to be deployed in or around August 2026, or another Client-approved vehicle documented in writing. Advertising inventory is limited to the approved vehicle unless expanded by written change order.
Service Start Date	August 1, 2026
Initial SOW Term	One (1) year beginning on the Service Start Date.
Renewal	Two (2) - one (1) year renewal options upon mutual consent.
Circuit Representative	Max Hendrix or other representative designated by Circuit in writing.
Client Project Manager	TBD by Client.

A.1 Term

The term of this SOW will begin on the Service Start Date listed above and continues for an initial period of one (1) year (the “Initial Period”).

Following the Initial Term, this SOW may renew for up to two (2) successive one (1) year terms (each a “Renewal Term”) upon mutual consent by both parties. At the start of each Renewal Term, the Fees will increase by three percent (3%) over the Fees in effect during the preceding term, unless the Parties agree otherwise in writing. Except for such pricing adjustments, all terms and conditions immediately in effect prior to a Renewal Term will continue during such Renewal Term.

A.2 Technology Services

Circuit will provide the following technology-related Services for the Project:

- Access to Circuit's rider application for on-demand ride requests, subject to configuration for the Project.
- Access to Circuit's driver application for approved driver/operator use.
- Circuit-provided driver cell phone(s) necessary to operate the driver application for the Project, as reasonably determined by Circuit.
- Circuit Pulse platform access for approved Client users.
- Data tracking, standard reports, dashboard analytics, spatial analytics, and CSV exports made generally available through Circuit's platform.

- Initial configuration of the Project in Circuit's platform, including service area, hours, authorized users, and relevant operational parameters provided by Client.
- Reasonable onboarding and training for Client's designated project manager and approved driver/operator users.
- Commercially reasonable technical support for platform access and driver device issues.
- Platform Support through Circuit-designated support channels, including the app, email inbox, or other support channels, for technical issues related to app functionality, account access, ride requests submitted through the platform, dashboard access, driver app/device issues, and general platform inquiries.

A.3 Exclusions from Technology Services

The Services do not include, and Circuit is not responsible for:

- Platform Support does not include in-person rider support, in-person passenger and/or operational assistance, emergency response, passenger safety supervision, ADA/paratransit assistance, wheelchair securement, driver/rider intervention, dispatch as a transportation operator, or vehicle operations.
- Operating, leasing, owning, maintaining, charging, storing, cleaning, insuring, or repairing the GEM or any other vehicle.
- Hiring, training, supervising, disciplining, paying, scheduling, or controlling drivers or vehicle operators.
- Safety oversight, ADA/paratransit compliance, service animal determinations, accident response, insurance claims, or transportation regulatory compliance for the vehicle service.
- Dispatch or transportation operations, except to the extent the driver/operator uses Circuit's technology tools.
- Vehicle wraps, artwork production, installation, removal, or physical advertising materials except as funded from advertising campaign costs or separately approved in writing.
- Custom software development, integrations, custom reports, API access, or expanded data services unless included in a signed change order.
- Banking, payment processing, fare collection, or rider payment services unless expressly added by signed amendment.

A.4 Client Responsibilities

- Provide and maintain the vehicle, drivers/operators, insurance, permits, approvals, charging, storage, and safety procedures for the GEM pilot.
- Provide accurate service area, operating hours, vehicle information, and operational parameters required for platform configuration.
- Ensure that all drivers/operators are authorized, trained by Client or its operator, legally qualified, and instructed to use Circuit's driver app and devices in accordance with Circuit's reasonable instructions.
- Return all Circuit-provided devices upon expiration or termination. Client is responsible for loss, theft, or damage to devices beyond ordinary wear and tear.
- Review advertising campaigns and creative materials in a timely manner and provide written approvals or rejections.

- Ensure that Client's advertising decisions, vehicle use, public communications, and operation of the pilot comply with applicable laws and Client policies.

A.5 Advertising Support

Circuit will provide national advertising support at no monthly cost. Circuit may identify, solicit, and manage advertising opportunities for approved advertising inventory on the Project vehicle. Advertising support is subject to the following:

- The revenue split applies only to advertising opportunities sourced by Circuit and approved by Client in writing.
- Client retains full control over approval of ads displayed on the GEM or other Client-approved vehicle.
- Circuit will submit a Campaign Approval Form or email with commercially reasonable detail regarding advertiser, creative, flight dates, vehicle/inventory, gross campaign revenue, estimated third-party costs, and estimated Net Advertising Revenue.
- Client will use reasonable efforts to approve or reject proposed campaigns within five (5) business days. Delay or failure to approve may reduce or eliminate the revenue opportunity and will not create liability for Circuit.
- No minimum advertising revenue is guaranteed.
- Circuit may reject or discontinue any advertisement that Circuit reasonably believes violates law, platform requirements, advertiser obligations, brand safety standards, or the Advertising Guidelines in **Exhibit B**.
- Client's share of Net Advertising Revenue will be credited or paid as described in the MSA and **Exhibit A-1**.

EXHIBIT A-1 – FEE

Monthly Technology Platform Fee: \$ 467.00

Total Annual Cost: \$ 5,604.00

Technology Platform Fee

Includes Circuit's full technology suite for the Project: driver app, rider app, admin dashboard/data portal, app hosting/usage, and necessary driver cell phone(s) as determined by Circuit.

Advertising Revenue Share

Circuit may lease space not utilized by the Client's collateral or materials to generate advertising revenue. Net Advertising Revenue shall be shared with the Client based on a 50/50 split. The Client's share of net advertising revenue shall be applied as a credit on monthly invoices. Net Advertising Revenue means the gross advertising revenue collected, less all other costs and expenses, including, but not limited to advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales.

National Advertising Support

Circuit may source ads for Client-approved inventory. No minimum revenue guarantee.

Lost/Damaged Device Replacement - Actual Replacement Cost

Applies to Circuit-provided phones or accessories lost, stolen, or damaged beyond ordinary wear and tear while in Client/operator possession.

Billing: Circuit will send monthly invoices at the beginning of each month for services provided the previous month. Payment is due (ACH, Wire, or credit card) within 30 days of the end of the month of service. The monthly invoice will include:

- Month of service
- Summary of services provided
- Amount due

Circuit will issue monthly advertising statements for months in which Circuit receives applicable advertising revenue.

Circuit may credit Client's share of Net Advertising Revenue against outstanding or future invoices. If Client's share exceeds amounts due to Circuit, Circuit will remit the excess within thirty (30) days after month-end reconciliation.

Urban Forestry Grant Project Description for Board Approvals

The Village of Nyack will apply for a grant from the Department of Environmental Conservation (DEC) Division of Lands and Forests in Round 17 of Urban and Community Forestry (UCF) grants for tree inventories and a management plan in collaboration with the Town of Orangetown.

There is no match required for this reimbursement grant. The minimum grant is \$50,000, which would be met by combining Nyack's projects with Orangetown's. Grant applications are due August 12.

Marcy Denker and the Village's consulting arborist will develop the project proposal with input from Orangetown Parks Director Aric Gorton and Stephen Munno, Senior Administrative Assistant, Orangetown Highway Department. Marcy will prepare the application.

Nyack's part of the project will include an update of the tree inventory completed in 2025. For Orangetown, the project will include inventories of town parks, downtown districts in Sparkill, Tappan, Blauvelt, and Pearl River, and selected areas of Orangeburg. [Confirm this.]

Based on the inventories a detailed management plan with short and long term, actionable goals and strategies for protecting and enhancing the the areas analysed in separate sections.

Tree inventories and management plans are the essential building blocks of healthy, thriving urban forests. Under the auspices of the 25 Million Trees Initiative, this grant program will promote a data-driven understanding of urban forest extent and composition to support management planning for community forest expansion and enhancement—maximizing the resiliency and cobenefits of trees and forested natural areas, including clean air and water, stormwater retention, extreme heat mitigation, increased access to urban nature, and improved public health. The purpose of this grant opportunity is to support strong, self-sustaining urban and community forestry programs which enhance the quality of life for all New Yorkers. Grant projects must develop inventories and assessments for individual right-of-way and landscape trees or for forested natural areas or develop community forest management plans based on inventories or assessments. This round adds a new project type for developing inventories and assessments using ground-based remote sensing technologies.

SHARS ID: 20260300

TECHNICAL ASSISTANCE TO GROW PRO-HOUSING COMMUNITIES
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the **DATE, 2026**, (“Effective Date”) by and between the Housing Trust Fund Corporation (“Corporation” or “HTFC”), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the “PHFL”), with an office at 641 Lexington Avenue, 5th Floor, New York, NY 10022 and the Village of Nyack, a unit of local government, having its principle place of business at 9 N. Broadway, Nyack, NY 10960 (the “Recipient”) (the Municipality and HTFC are each individually a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Governor Hochul’s 2023 Executive Order No. 30 established the Pro-Housing Community Program to recognize municipalities actively working to unlock their housing potential;

WHEREAS, pursuant to the New York State’s (the “State”) Fiscal Year 2024-2025 Enacted Budget (“Budget Authorization”), the State has established the Pro-Housing Community certificate (“Pro-Housing Community Certificate”) as a prerequisite for municipalities to access up to \$750 million in State discretionary funding;

WHEREAS, pursuant to the Budget Authorization the Corporation has established the Technical Assistance to Grow Pro-Housing Communities Program (the “Program”) to award technical assistance grants to foster housing growth and further municipal development in municipalities certified under the Pro-Housing Community program;

WHEREAS, Recipient has applied to the Corporation for Program funding to administer a local technical assistance project (“Project”) as further described in Recipient’s application dated October 29, 2025 (“Application”); and

WHEREAS, the Corporation has selected the Recipient to receive an award of Program funds to be used for eligible costs to complete the Project activities (“Project Cost”) and in consideration of, among other things, Recipient undertaking to comply with all the terms and conditions of the Program, this Agreement, the Statute, and the Corporation’s applicable rules, regulations, policies and procedures, as amended from time to time;

NOW, THEREFORE, in furtherance of the Program and Statute, and for the consideration herein provided, the Parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall: a) complete the Program in accordance with its Application, which is incorporated herein by this reference and summarized in Awarded Budget & Projected Accomplishments (attached as **Schedule A**) and b) adhere to the Awarded Budget & Projected Accomplishments reflected in **Schedule A**. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in Schedule A.

2. Term.

The period of performance for all Program activities assisted pursuant to this Agreement shall be twelve (12) months commencing on the Effective Date of this Agreement and ending on **INSERT END DATE** (“Term”), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing and approved in writing by the Corporation.

3. Project Costs.

The maximum amount of Program funds to be provided to the Recipient is Two hundred thousand (\$200,000.00) 00/100 Dollars ("Award"). The Corporation agrees to reimburse the Recipient for Project Costs outlined in Schedule A. Reimbursable Project Costs shall not exceed the amount of the Award. No costs may be incurred nor payment requests accepted outside of the contract term. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing to with respect to eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A, subject to the availability of State funding. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedule A.

The Corporation may, at its sole discretion, provide need-based awards to commit additional funds to existing contracts specifically for the continuance or expansion of eligible activities. The Corporation may, at its sole discretion, also provide multi-year contracts or renewals based on the Corporation's available funds. Additional funds are subject to board approval.

4. Forms and Instructions.

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/tagphc>

5. Reserved.

6. Equal Opportunity Requirements and Procedures.

Recipient is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs.

7. Reports.

During the Term the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

8. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

9. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's Program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

10. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in

connection with the Program; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

11. Conflict of Interest.

The Recipient must have a formal, written Conflict of Interest policy. At a minimum, the policy should outline which parties are covered and what measures will be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest. The Recipient must ensure that its Conflict of Interest policy is aligned with the policies and procedures established by the Corporation.

12. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time during the Term or Regulatory Period to establish that the Award has been used in accordance with the terms of this Agreement.

13. Disbursement.

- A. The Recipient shall request disbursement of funds under this Agreement only for reimbursement of Project Costs, or with written approval, payment of incurred Project Costs. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in Schedule A. In-kind services and cash payments are not eligible Project Costs. Activities occurring prior to Corporation's issuance of a notice to proceed are not eligible Project Costs and will not be reimbursable hereunder.
- B. The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in Schedule A and the Commitment & Disbursement Procedures for Local Program Administrators document made available on the Corporation's website. Each such request shall
 - a. Each such request shall be submitted electronically to prohousing@hcr.ny.gov with forms and supporting documentation;
 - b. be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
 - c. constitute an affirmation that the representations and warranties contained in Section 14 hereof remain true and correct on the date thereof.
- C. Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e. direct deposit, procedure. As the Award is paid to the Recipient it shall be disbursed to the owner, contractor or vendor within five (5) business days of electronic deposit, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

14. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- A. It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby, or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- B. If applicable, it has secured commitments for any such additional funds sufficient to complete the Program.
- C. There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- D. The transactions contemplated hereby do not violate any applicable law or the certificate of

incorporation, charter, by-laws or any other legal instrument affecting the Recipient.

- E. The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any activities performed in connection therewith.
- F. The Schedule A and any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.
- G. There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- H. This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

15. Covenants of the Recipient.

The Recipient covenants as follows:

- A. It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- B. It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- C. It will, upon demand, correct any defect in the Program or any departure from Schedule A not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporations right to recapture any funds disbursed inadvertently for ineligible expenditures.
- D. It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

16. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance, fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

17. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

18. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this

Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

19. Default.

- A. If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- B. The following shall constitute an Event of Default hereunder:
 - a. if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the policies and procedures established by the Corporation;
 - b. if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading; or
 - c. if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term as set forth in Section 2.
- C. Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) calendar days prior written notice.
 - b. Commence a legal or equitable action to enforce performance of this Agreement.
 - c. Withhold or suspend payment of the Award.
 - d. Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.
- D. In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

20. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately upon reasonable notice due and payable by the Recipient to the Corporation.

21. Non-liability.

Nothing in this Agreement or arising out of the development or operation of the Program shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

22. Duty of Care

Recipient agrees to exercise the same degree of care to protect the interests of the Corporation as Recipient uses for the protection of its own investments of a similar type.

23. Subcontracts.

The Recipient shall:

- A. require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations;
- B. adopt and perform such review and inspection procedures as necessary to ensure compliance by Third Party with all applicable Federal, State and Local laws and regulations;
- C. require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work;
- D. remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Program.

24. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement of for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. All contract amendments, modifications, or cancellations must be requested in writing by the recipient. Upon approval by the Corporation, amendments to contract term/duration must be executed by the Corporation. Other amendments or modifications require execution by both Recipient and Corporation.

25. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

26. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

27. Project Deliverables

- A. Materials produced pursuant to this Agreement shall be provided to the Corporation upon project completion and prior to reimbursement of Project Costs.
- B. Materials produced shall be provided to the Corporation in electronic format.
- C. Materials produced pursuant to the Agreement are property of the Corporation and the Corporation reserves the right to modify and distribute such materials.
- D. All contracts between the Recipient and providers hired to produce Project materials must include a provision requiring Project materials to be explicitly labeled as works for hire and exclusive property of the Recipient and the Corporation.
- E. Materials produced shall be clearly labeled with the Project Number and the following statement: "Developed with funding assistance from Housing Trust Fund Corporation and NYS Homes and Community Renewal. Document is property of Housing Trust Fund Corporation and *Recipient organization*."

28. Reserved.

29. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.

30. Standard Clauses for Housing Trust Fund Corporation Contracts.

- A. Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Agreement, the Recipient certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.
- B. Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law §165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>. Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List.

Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

- C. Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

- D. MacBride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Recipient hereby stipulates that the Recipient either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
- E. Responsibility and Debarment. The Recipient shall at all times during term of this Agreement remain responsible. Responsible shall include remaining off any Federal or State debarred, suspended or ineligible contractor lists. The Recipient agrees, if requested by the Corporation, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity, and current status on any Federal or State debarred, suspended or ineligible contractor lists. Recipient also agrees to complete any required questionnaires or other documents in its effort to determine that they are a responsible entity. The Corporation shall evaluate responsibility with respect to four factors: (a) financial and organization capacity; (b) legal authority to do business in New York State; (c) integrity; and (d) previous performance.
- F. Compliance with Breach Notification and Data Security Laws. Recipient shall comply with the provisions of the New York State Information Security Breach and Notification Act ((General Business Law § 899-aa and State Technology Law § 208) and General Business Law § 899-bb, as applicable. Further, in the event of any unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Recipient, the Recipient shall notify the Corporation of such breach immediately following the discovery of the breach if personal or private information was, or is reasonably believed to have been, acquired by a person without validation. The Recipient shall also disclose any breach of the security of its systems to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Such disclosure shall be made in the most expedient time possible and without unreasonable delay.

The use of artificial intelligence by the Recipient as it relates to any personally identifiable information held by the Recipient is subject to approval by the Corporation.

- G. Prohibition on Purchase of Tropical Hardwoods. The Recipient certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by New York State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Recipient to establish to meet with the approval of the State.
- H. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, the Recipient agrees, as a material condition of this commitment, that neither the Recipient nor any entity substantially owned by Recipient, or affiliated person, firm, partnership or corporation of Recipient has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Recipient, or any of the aforesaid affiliates of Recipient, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the commitments' execution, such commitment, amendment or modification thereto shall be rendered forfeit and void. The Recipient shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

31. Miscellaneous.

- A. No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination

- of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- B. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
 - C. Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
 - D. The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
 - E. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.
 - F. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
 - G. This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

32. Additional Terms.

No additional or alternative term and conditions shall be valid or binding on the parties to the extent that such additional or alternative term and conditions is less favorable to the Corporation than, or conflicts with, any of the provisions of this Agreement.

33. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Participation by Minority Group Members, Women and Service-Disabled Veterans with Respect to State Contracts: Requirements and Procedures

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____

[RECIPIENT INFO]

By: _____

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

This contract has been approved by the Housing Trust Fund Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

Schedule A
Project Activities & Awarded Budget
Technical Assistance to Grow Pro-Housing Communities Grant
Village of Nyack

SHARS ID: 20260300

Project Description

Technical Assistance funding will be used to procure professional services to assist in the identification and creation of zoning code amendments. These amendments will be designed to transform the commercial corridor of NYS Route 59, between NYS Thruway Exit 11 and NYS Route 9W, from a non-residential commercial corridor zone to a mixed-use zoning district that will foster the consolidation of parcels into a well-planned shopping and residential “Up Town” neighborhood.

Award Budget

Funding Source: Housing Trust Fund Corporation (HTFC) Pro-Housing Communities-Technical Assistance Grant

Grant Award: \$200,000.00

Budget Narrative

Scope of work and deliverables will include but not be limited to:

Defining the existing conditions and uses of the study area & areas immediately adjacent

Zoning Analysis, coordinating with the town of Clarkstown to better align zoning across municipalities

Identify Redevelopment Opportunities, including potential Catalyst Sites

Fiscal analysis of redevelopment sites

Conformity with Village Comprehensive Plan & Nyack Forward Program

Creating a Demographic Profile

Stakeholder Engagement and Design Charettes

Draft Legislation; SEQRA and GML reviews, Infrastructure analysis

Finalize Draft Legislation

RFP – Preferred Master Developer

Service Area

Mid-Hudson REDC, Rockland County, Village of Nyack

Schedule B
Participation by Minority Group Members, Women and Service-Disabled Veterans
with Respect to State Contracts: Requirements and Procedures
Village of Nyack

SHARS ID: 20260300

I. General Provisions

- A. The Housing Trust Fund Corporation (“HTFC”) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”), and New York State Veterans Law Article 3 and 9 NYCRR Section 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of this Agreement and at no additional cost to the HTFC, to fully comply and cooperate with the HTFC in the implementation of New York State Executive Law Article 15-A and New York State Veterans Law Article 3. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility, and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VI of this Schedule, or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

- A. For purposes of this Agreement, HTFC hereby establishes an overall goal of 30% for Minority-Owned Business Enterprise (“MBE”) and Women-Owned Business Enterprise (“WBE”) participation and (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of this Agreement, HTFC hereby establishes a goal of 6% for SDVOB participation.
- C. For purposes of providing meaningful participation by MWBEs and SDVOBs on this Agreement and achieving the Contract Goals established in Section II-A and II-B hereof, Recipient should reference the directory of New York State Certified MBWEs found online, here: <https://ny.newnycontracts.com/> and certified SDVOBs found online, here: <https://ogs.ny.gov/veterans>
- D. Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development’s assigned Compliance Officer to discuss additional methods of maximizing participation by MWBEs on this Agreement.
- E. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Recipient shall be liable to the HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
1. Recipient and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.
 2. The Recipient and its subcontractors shall submit an EEO policy statement (form available) to HTFC with its Bid Solicitation Plan in accordance with the NYS Homes and Community Renewal ("HCR")'s Department of Empowerment, Compliance, and Opportunity ("DECO") development procedures. If Recipient or its subcontractors do not have an existing EEO policy statement, a sample form can be found on the HCR website.
 3. Recipient's EEO policy statement shall include the following language:
 - a. The Recipient or its subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
 - d. The Recipient will include the provisions of sections (a) through (c) of this subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.
 4. Recipient, or its subcontractors, will comply with both Executive Law Article 15-A and Executive Law Article 15, including, but not limited to Section 296.

IV. Contractor Bid Solicitation Plan

- A. The Recipient represents and warrants that Recipient will submit a Contractor Bid Solicitation Plan either prior to, or within 60 days of work being assigned as described under this Agreement or subsequent work order hereunder.
- B. Recipient agrees to use such Contractor Bid Solicitation Plan to outline marketing and outreach efforts planned to expand contracting opportunities for certified MWBEs on this project pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
- C. Recipient further agrees that a failure to submit and/or use such Contractor Bid Solicitation Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Request for Waiver

- A. If the Recipient, after making good faith efforts, is unable to comply with the MWBE goals, the Recipient may submit a Certification of Good Faith Efforts (Form PROC-10) demonstrating good faith efforts by the Recipient to meet such goals. In order to be considered, the Certification of Good Faith Efforts form must be submitted along with supporting material documenting outreach efforts. For assistance in sourcing MWBE partners and with documenting Good Faith Outreach efforts, recipients are encouraged to reach out to AXI System, Inc. at www.axisystem.com/hcr.
- B. If the documentation included with the waiver request is complete, the HTFC shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If HTFC, upon review of the Bid Solicitation Plan, and other supporting documentation including the Bid Solicitation Log and Certification of Good Faith Efforts Utilization Plan determines that Recipient is failing or refusing to comply with the contract goals and no waiver has been issued in regard to such non-compliance, HTFC may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract Goals.

VI. Liquidated Damages

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Agreement, that such a finding constitutes a breach of contract and HTFC may withhold payment from the Recipient. Such liquidated damages shall be calculated as an amount equaling the difference between (1) all sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

VII. Reporting

- A. Within fifteen days of awarding a contract and prior to submitting any invoices to HTFC for reimbursement, excluding invoices for staff time, submit to HTFC a completed utilization plan, available at <https://hcr.ny.gov/tagphc>.
- B. Recipient is required to submit a quarterly Cumulative Payment Statement (Form PROC-6) form, available at <https://hcr.ny.gov/tagphc>, on a quarterly basis during the term of this Agreement for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly MWBE Compliance Reports shall be submitted, in PDF format, to ProcurementDiversityReports@hcr.ny.gov by April 5th, July 5th, October 5th, and January 5th.
- C. Each MWBE and/or SDVOB Firm must sign and submit an Affirmation of Payment form to the contractor. The Contractor/Vendor must submit this form to the Department of Empowerment, Compliance and Opportunity by the 5th of each Quarter.

Further, utilization of certified MBE and WBE and/or SDVOBs for non-commercially useful functions may not be counted towards utilization of certified MBE and WBE and/or SDVOBs.

VIII. Forms

The required forms can be found on the HCR website at:
<https://hcr.ny.gov/tagphc>



VILLAGE OF NYACK

PROPOSAL FOR ROUTE 59 MASTER PLAN AND CORRIDOR COMMERCIAL ZONE UPDATE

JULY 13, 2026

CONTACT INFORMATION

NOAH LEVINE, AICP

Associate Principal
BFJ Planning
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 646.225.6221
E: n.levine@bfjplanning.com

BFJ Planning

July 13, 2026

Andy Stewart, Village Administrator
Village of Nyack, NY
9 North Broadway
Nyack, New York 10960

RE: Route 59 Master Plan and Corridor Commercial Zone Update

Dear Andy Stewart,

BFJ Planning (BFJ) is pleased to submit this updated proposal for the Route 59 Corridor Study. We understand that the Village has secured grant funding to undertake this important zoning and planning initiative, and we are excited about the opportunity to partner with the Village to advance a shared vision for the corridor. This revised proposal responds to the requirements outlined in the grant program and incorporates participation by certified WBE and MBE firms. Our team is fully prepared to meet all applicable State requirements.

Our team brings extensive experience in corridor planning, zoning, economic development, environmental review, transportation planning, and community engagement. Since our initial submission, we have updated the project team to ensure the best alignment of expertise and staff availability. I will serve as Principal-in-Charge and will provide overall project oversight. I have led numerous zoning and corridor planning efforts throughout the region, including the South Broadway Corridor Zoning Study currently underway in Yonkers. Additional senior team members include Jonathan Martin, Ph.D., AICP, PP, for urban design; Frank Fish, FAICP, for zoning and land use; Sarah Yackel, AICP, for environmental review and SEQR; and Georges Jacquemart, AICP, PE, for transportation planning. Evan Accardi, AICP will serve as Project Manager, and Nick Cerdera, AICP will support the project as Urban Designer.

The project team is organized as follows:

- **BFJ Planning** will serve as lead consultant, managing the overall project and acting as the Village's primary point of contact. BFJ will lead the existing conditions assessment, planning and urban design analysis, community engagement, zoning recommendations, environmental review, and overall project coordination. BFJ will also oversee transportation planning efforts in coordination with Verity Engineering.
- **Urbanomics (WBE)** will provide demographic, market, and fiscal analyses, including assessments of residential and commercial market demand and the fiscal implications of potential redevelopment scenarios.

FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP, PP
SUSAN FAVATE, AICP
SARAH YACKEL, AICP
BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
F. 212.353.7494
STAMFORD, CT 06901
T. 203.251.7470

BFJ Planning

PLANNING
URBAN DESIGN
ENVIRONMENTAL ANALYSIS
REAL ESTATE CONSULTING
TRANSPORTATION PLANNING

- **Kevin Dwarka (MBE)** will support the analysis of commercial and residential real estate conditions and redevelopment opportunities. Mr. Dwarka is highly familiar with the Village and the surrounding market area through his recent work on Nyack's New York Forward planning process.
- **Verity Engineering (MBE)** will lead infrastructure and civil engineering analyses, including assessments of water, wastewater, stormwater, utility capacity, and transportation-related impacts. Verity will work closely with BFJ to evaluate corridor mobility, traffic conditions, and infrastructure needs associated with future redevelopment.

BFJ has also reached out to Larisa Ortiz of Streetsense regarding a potential advisory role focused on retail conditions. As a local resident with knowledge of the area, she would bring valuable perspective to the study. While we have not yet connected with her, we will continue to explore her participation if there is interest from both Ms. Ortiz and the Village.

The scope of work on the following pages provides detailed descriptions of each task identified in the grant program. We anticipate completing the study within approximately 14 months and propose to undertake the work for a total fee of \$200,000 (as previously proposed).

Our proposal includes environmental review services, including preparation of an Environmental Assessment Form (EAF) and supporting appendices addressing potential impacts such as fiscal conditions, school-age population generation, and transportation considerations. Should the environmental review process determine that a Generic Environmental Impact Statement (GEIS) is required, additional time and effort would be necessary to prepare and coordinate that process. In that event, we would work with the Village to define the required scope and develop an appropriate supplemental budget.

We appreciate the opportunity to submit this proposal and look forward to the possibility of working with the Village of Nyack on this important initiative. Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,



Noah Levine, AICP, PP
Associate Principal, BFJ Planning

FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP, PP
SUSAN FAVATE, AICP
SARAH YACKEL, AICP
BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
F. 212.353.7494
STAMFORD, CT 06901
T. 203.251.7470

1

Firm Profile

BFJ Planning

FIRM PROFILE

BFJ Planning is a consulting firm providing professional expertise in planning and related fields since its establishment in 1980. The firm's philosophy is one of integrated planning and hands-on, senior-level leadership. BFJ offers the following services for public, private, and non-profit clients:

- Planning and Zoning
- Urban Design
- Environmental Analysis
- Real Estate Consulting
- Transportation Planning

This range of services enables BFJ to bring a project from the initial feasibility stage through planning and approvals to site design and implementation. Principals and staff provide expertise in many areas, which is highly beneficial for complex projects that require informed, innovative thinking from different professional points of view. This inclusive approach ensures that BFJ's planning and design recommendations are realistic and achievable within project constraints. BFJ planning stresses community participation and resilience throughout our work and process.



BFJ Planning

Planning and Zoning

Comprehensive planning and zoning processes help a community prepare its recommendations for future growth and development rationally and efficiently, weaving a broad spectrum of conditions into a coherent vision of the future. BFJ's approach and planning services incorporate extensive community input and strong client involvement, resulting in the most effective planning possible.

BFJ helps communities prepare for their future physical development by providing the following professional services:

- Comprehensive Planning
- Zoning
- Special Zoning Services
- Continuing Planning Services

Urban Design

BFJ's senior professionals include architects, planners, and urban designers with experience in a range of urban design and site planning projects for public and private clients. These include design studies for downtown areas and urban waterfronts; detailed site plans for housing, commercial, and light industrial uses; and adaptive reuse projects for larger campuses and individual buildings.

The BFJ Team uses graphic and visualization techniques to develop conceptual design ideas and communicate to members of the public. Our in-house urban designers understand the power of compelling and informative visuals in providing the audience with a clear understanding of the built and natural environment, both in terms of what exists and for proposed plans.

Environmental Analysis

BFJ's environmental planning includes a variety of projects undertaken for developers, corporations, community groups, institutions, public agencies, and municipalities. BFJ offers the following environmental planning services:

- National Environmental Policy Act (NEPA) reviews, as well as State and local reviews
- Environmental Advisory Services for Municipalities and Agencies
- Natural Resource Surveys

Real Estate Consulting

BFJ's team of planners, fiscal analysts, and economists provide a comprehensive range of real estate and development consulting. Such services include individual building feasibility and county-wide market studies, described as follows:

- Tax Increment Finance Districts
- Market Analyses
- Retail and Commercial Revitalization Studies
- Fiscal Analyses
- Housing Needs Studies
- Tourism Studies
- Development Consulting

Transportation Planning

BFJ's professional staff has extensive experience and capabilities in transportation planning and traffic circulation. With several traffic engineers and transportation planners on staff, the firm can undertake various transportation assignments, including traffic circulation and impact studies, infrastructure capacity and performance analyses, safety studies, traffic calming efforts, parking programs, transit studies, and multi-modal transportation planning efforts. BFJ's expertise combines transportation with other planning elements, such as land use, environmental review, and economic development.

Urbanomics is a consultancy that serves businesses and government in the areas of economics, public finance, and urban planning. Since 1984, the firm has offered public- and private-sector clients with an array of economic, housing, and demographic forecasts; economic development planning studies; market studies; tax policy analyses; and program evaluations. Urbanomics' range of services includes:

- Forecasting and modeling
- Economic and Fiscal Impact assessment
- Market and financial feasibility
- Benefit-Cost analysis
- Economic development

Urbanomics holistic approach to market analysis and economic development takes multiple quantitative and qualitative inputs into consideration. Balancing the consensus derived in the public outreach process with market and fiscal realities within locational and infrastructure contexts enables us to recommend development strategies that will work under real world conditions.

The firm's work often incorporates geospatial analysis (ArcGIS) and is supported by customized access to major real estate property databases from Moody's Analytics, business data from with Data Axle (Infogroup), and government socioeconomic and housing databases from the US Census Bureau and HUD. Urbanomics' client list includes municipalities and state agencies, private developers and community organizations, as well as non-profit organizations in the areas of planning, preservation, and advocacy throughout the nation and the world. As a highly specialized firm, projects are often undertaken jointly with a network of associated firms in the areas of economics and econometrics, urban and transportation planning, and architectural design.

Urbanomics, Inc. is recognized as a Women's Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) with the Port Authority of New York and New Jersey, Empire State Development, and New York City Small Business Services.

Market and Financial Feasibility

Urbanomics works with governments and private developers to identify the most appropriate uses for development programs based on analyses of area real estate markets and demographics. Urbanomics can help clients define target markets, identify existing and proposed competitive properties, and establish the level and timing of development. The firm also provides fiscal analysis of projects through revenue and expenditure estimates and pro forma development.

Economic Development

Urbanomics uses its expertise in economic development to help communities assess the strengths and weaknesses of local economies, identify economic strategies that can retain and expand existing industries, and attract new ones. The firm also analyzes existing and proposed public policy initiatives to determine net benefits and assists communities in preparing federal Comprehensive Economic Development Strategies (CEDS) and Consolidated Plans.

Fiscal Analysis

Urbanomics offers a variety of fiscal analysis services to public sector clients. The firm helps agencies understand the impact of programs and policies on future budgets and cash flow through analysis and forecasting of revenues and expenditures. Urbanomics can also help communities assess the fiscal impact of new development or land use policies regarding municipal revenues and the demands for community facilities and services. The firm can help governments analyze the fiscal effects of the location decisions of major private-sector employers.

Impact Assessment

Urbanomics is well-versed in modeling the economic impacts of the construction and operations of development and likely outcomes of policy changes using the IMPLAN Pro input-output software. However, our preferred approach to cost-benefit goes beyond economic models and fiscal calculations to evaluate each alternative using metrics important to the client, the community, and other stakeholders. This methodology allows for a fuller understanding of each alternative's positive and negative effects beyond those that can be monetized.

Forecasting and Modeling

Urbanomics has performed economic and demographic forecasting for major city and state agencies, including the New York City Department of Environmental Protection (DEP) and the New York Metropolitan Transportation Council (NYMTC). The firm's NYMTC forecasts have been cross-accepted for planning by the Region's major transportation agencies. Urbanomics takes an integrated approach, combining forecasts of industry employment linked to national models, cohort-based population projections, and a migration component that calibrates labor supply to demand.



Source: United Nations, Social Development for Sustainable Development



NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Urbanomics, Inc.

Certification Awarded on: March 21, 2022
Expiration Date: March 21, 2027
File ID#: 5152





Verity Engineering was founded in 2017 as a Design Professionals Corporation. Led by Aaron Vera, P.E., Principal Engineer and Brian Sipperly, Principal Project Manager, Verity Engineering's mission is to provide our clients high quality designs and straight-forward advice. We understand the time and finances our clients invest in their communities and businesses. It is our goal to provide a feasible and predictable path for every project.

Verity Engineering's principals have a combined over forty years' experience in transportation and civil-site engineering. Our portfolio includes a wide range of projects from small to large, urban to rural. Our approach to transportation and site engineering projects is inclusive, for all users, all modes, all abilities. Our active transportation work includes trail projects and on-street connections, such as the Arcade Trail Study, to complex trail feasibility studies such as the Cheektowaga Trail Feasibility Study or East Side Trails Study. Our active site-civil projects include a vast array of municipal, commercial, industrial and residential projects. Through the years we have fostered a good report with many local planning departments. Our ability to anticipate feedback and receive quick responses produces the best results for our clients. We are located in Troy, New York and currently provide services across the State of New York. Verity Engineering is an DBE/MBE Certified firm.



NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

Verity Engineering, D.P.C.

Certification Awarded on: December 17, 2024
Expiration Date: December 17, 2029
File ID#: 64275





PROPOSED PROJECT ROLE
Economic Advisor

COMPANY TITLE

Kevin Dwarka LLC

AREAS OF EXPERTISE

Environmental Impact Review
Market Analysis
Economic Impact Analysis
Redevelopment Finance
Land Use and Law
Fair Housing Compliance

EDUCATION

BA, Columbia University
JD, Pace Law
MCP, UC Berkeley
PhD, Hebrew University

ACCREDITATION

Licensed by NYS Bar Association

YEARS OF EXPERIENCE

28

Kevin Dwarka, PhD, MCP, Esq.

Kevin Dwarka specializes in economic development, real estate analysis, and redevelopment strategy. He has advised municipalities on opportunities to revitalize commercial corridors, strengthen downtowns, and identify catalytic redevelopment initiatives. His work includes assessing market conditions, evaluating development potential, analyzing real estate feasibility, and preparing legally defensible strategies to support mixed-use development, parcel consolidation, zoning initiatives, and private investment.

Relevant Project Experience

Long Beach Resiliency Planning Study (2026): Currently serving as the economist and market analyst for a redevelopment plan entailing the repositioning of six city-owned properties located along the City of Long Beach's northern waterfront.

Nyack New York Forward Strategic Implementation Plan (2025): Key tasks included assessments of housing conditions, demographic trends, and economic activity; analysis of commercial and residential real estate market conditions; and evaluation of opportunities for future growth. Facilitated stakeholder outreach with the local business community, including development and administration of a business survey, interviews with business owners, and coordination of an in-person engagement session with the Chamber of Commerce.

Haverstraw Downtown Revitalization Initiative (DRI) (2022): Prepared market and socioeconomic analyses, assessed development capacity, and developed priority project profiles for inclusion in the DRI Strategic Investment Plan. Evaluated redevelopment opportunities, façade improvement programs, marketing and wayfinding initiatives, a multimodal ferry-connected transportation facility, and brewery-related economic development projects, including financial feasibility, pro forma review, zoning considerations, and implementation strategies.

Baldwin Resiliency Plan (2017): Served as the lead economic advisor on a strategic resiliency study and rail station area plan for Baldwin. Key tasks included preparation of a comprehensive socioeconomic and market analysis as well as a fiscal impact model that was used to project the amount of property tax and school revenue that would be generated from various mixed-use redevelopment scenarios proposed for parcels surrounding Baldwin's Long Island Rail Road Station.

Kingston Downtown Revitalization Strategic Implementation Plan (2017): Prepared the existing conditions assessment for Kingston's DRI, designed and implemented a business survey, and facilitated an in-person forum with business owners. Guided development of several funded projects including assessment of their financial merits, development feasibility, and regulatory requirements.

Tarrytown Economic Development Strategy (2018): Formulated a long-term strategy for enhancing vitality of Tarrytown's commercial districts and undertook comprehensive fiscal impact analysis of TOD redevelopment scenario as part of the update to the Village's Comprehensive Plan. Also led the SEQRA compliance process including the drafting of the EAF and its supporting analyses to bring the comprehensive plan toward final adoption.

Pearl River Transit-Oriented Development (TOD) Opportunities Analysis (2018): Led a comprehensive TOD analysis to identify strategies for downtown revitalization and maximize the economic potential of the Pearl River rail station. Key tasks included demographic, housing, and real estate market analysis; assessment of land use conditions and development opportunities; and evaluation of transit-oriented development potential. Developed recommendations related to zoning, infrastructure, urban design, and future implementation strategies based on market conditions and community input.



NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

Kevin Dwarka, LLC

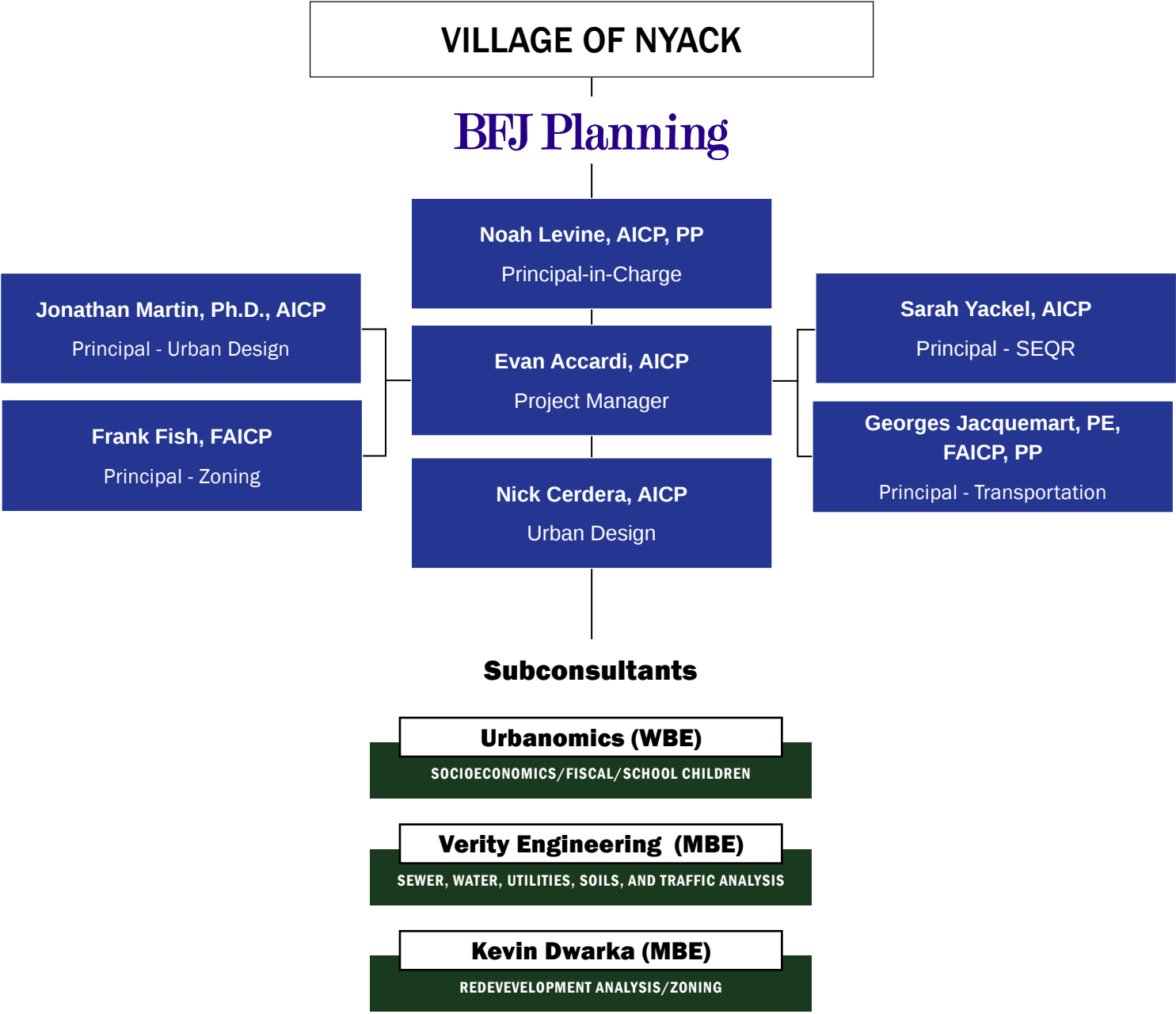
Certification Awarded on: April 27, 2023
Expiration Date: April 27, 2028
File ID#: 57968



2

Key Personnel

Organization Chart



Noah Levine

AICP, PP | PRINCIPAL-IN-CHARGE



EDUCATION

Master of Urban Planning, New York University, Robert F. Wagner Graduate School of Public Service
Bachelor of Arts: Science and Society, Wesleyan University

MEMBERSHIPS

American Institute of Certified Planners (AICP)
New York Metro Chapter
American Planning Association (APA)

Noah Levine is a project manager and design professional with extensive experience in planning and public engagement. He has worked with private and public sector clients on a variety of projects, including master/comprehensive plans, traffic and pedestrian studies, land use and zoning plans, downtown revitalization, site design, municipal consulting, and environmental review. His expertise in facilitating visioning workshops, charrettes, interviews, and surveys ensures that diverse community perspectives are integrated into meaningful and actionable plans.

Select Experience

Planning Advisory Services

Tuckahoe, New York

On-call assistance for site plan reviews before land use boards, overseeing application review, coordination with applicants, and preparation of recommendations. Work also included several zoning updates and planning studies that supported local land use policies.

Riverhead Comprehensive Plan

Riverhead, New York

Led the planning effort, which was Town's first update since 2003. The plan emphasizes coordinated growth to prevent sprawl and congestion, with extensive outreach fostering broad community support and guiding government decisions. The Future Land Use Chapter focused on specific zoning changes that could be implemented in the short and long term.

Town of Islip Comprehensive Plan

Islip, New York

Leading current effort to update Town's comprehensive plan, the first update in more than 45 years.

New York Forward Strategic

Investment Plans (3 communities)

Brookhaven, Farmingdale, Patchogue

Led effort to help the three different communities identify projects to maximize \$4.5 million in state funding, including plans for mixed-use spaces, affordable housing, infrastructure upgrades, and transit-oriented development.

Annsville Waterfront Enhancement (AWE) District

Cortlandt, New York

Created the Annsville Waterfront Enhancement (AWE) District to revitalize Cortlandt's Route 9 waterfront area with mixed-use zoning, tailored subareas, and zoning incentives. BFJ also conducted SEQR analysis, assessing traffic, school impacts, and development potential.

Comprehensive Plan

Village of East Hampton, New York

Leading current effort to update Village's Comprehensive Plan.

Comprehensive Plan

Town of Shelter Island, New York

Leading current effort to update Town's Comprehensive Plan.

Master Plan Re-Examination and Land Use Element

Hoboken, New Jersey

Preparation of an update to the City's 2010 Master Plan Re-Examination to incorporate a comprehensive vision for orderly and sustainable growth while preserving community character. Preparation of a new Land Use Element of the Master Plan to identify appropriate uses and density throughout the City and set the stage for a significant update to the zoning map and regulations.

NY Rising Community Reconstruction Program

New York

As part of a team hired by GOSR, BFJ developed reconstruction plans for communities impacted by Hurricane Sandy across Staten Island, Nassau County, Brooklyn, and Southeast Queens, involving extensive community engagement.

North Riverside Avenue/Municipal Place Gateway Zoning Study

Croton-on-Hudson, New York

Created a neighborhood plan and updated the zoning for two adjacent commercial areas with a view to enhancing the vitality of the area.

Downtown Revitalization Initiative

Middletown, New York

Managed the development of the Downtown Revitalization Initiative (DRI) Strategic Investment Plans, allocating a total of \$40,000,000 in grant funding. Worked with local stakeholders to create plans for affordable housing, business expansion, mobility improvements, placemaking, competitive grant programs, and urban design initiatives.

Master Plan

Township of Parsippany-Troy Hills, New Jersey

Prepared a new master plan, its first comprehensive master plan in decades. The yearlong planning process included public workshops and surveys, and culminated in adoption in January 2020. Implementation of initial zoning recommendations is underway.

Route 25A Community Visioning Land Use Plan

Town of Brookhaven, New York

Collaborated with the Town on a community visioning, land use, zoning, and design study that updated prior Hamlet studies, identified zoning changes, enhanced safety, revitalized Hamlets, and maximized citizen participation.

Mamaroneck TOD Zoning Study

Town of Mamaroneck, New York

Helped create a TOD Overlay District near the Metro-North station, with the objective to encourage mixed-use development, enhance walkability, and integrate affordable housing, while navigating the area's specific floodplain and zoning regulations.

Princeton Arts and Transit Neighborhood Plan

Princeton, New Jersey

Analyzed all access modes and assisted the design team in developing programs that improve the overall access to the station and mitigate relocation impacts. Work included geocoding rail users by access mode, assessing the impacts of various transit strategies, developing bicycle improvement plans and designing the proposed transit plaza. The adopted plan included the construction of a new roundabout at the intersection of Alexander Street and University Place.

Jonathan Martin

PH.D., AICP | PRINCIPAL - URBAN DESIGN



EDUCATION

Doctor of Philosophy, City and Regional Planning, Cornell University
Master of Regional Planning, Cornell University
Bachelor of Science, Architecture, Arizona State University

MEMBERSHIPS

American Institute of Certified Planners (AICP)
New York Metro Chapter
American Planning Association (APA)
Association of Collegiate Schools of Planning,

TEACHING

Pratt Institute Center for Planning and the Environment, Professor
Columbia University Department of Urban Planning, Adjunct Professor

AWARDS

Japan Foundation, Center for Global Partnership Education Grant, 2011
Fulbright Fellow
(Research - Lecturer)
2019: Tokyo Institute of Technology, Japan.

Jonathan Martin is an urban designer with more than 20 years of experience in community planning and project management. He leads BFJ's design practice, contributing expertise in site planning, design guidelines and interactive community engagement. Mr. Martin is also a professor in graduate programs at Pratt Institute and Columbia University.

Select Experience

Resident Surveys for PACT Program New York City Housing Authority (NYCHA)

New York, New York
Consultant to the Authority responsible for the overall development, implementation and analysis of a survey of resident satisfaction with the Permanent Affordability Commitment Together (PACT) Program. The primary purpose of the proposed survey is to gauge resident overall satisfaction with the outcomes (on-the-ground results) of the PACT Program.

Facilitation Process To Inform A Vision For SoHo/NoHo Zoning

New York, New York
Lead facilitator for SoHo/NoHo Advisory Group sponsored by Gale Brewer, Manhattan Borough President; Council Member Margaret Chin and the New York City Department of City Planning. The project involved conducting a six-month public outreach process to address outdated zoning and quality of life challenges facing these two iconic mixed-use neighborhoods in Lower Manhattan.

Beacon Comprehensive Plan Update

Beacon, New York

Consultant services to update its 2007 Comprehensive Plan to reflect current conditions, create a more user-friendly document and incorporate a special focus on the Hudson River waterfront and train station area.

Freightway Site Redevelopment Study

Scarsdale, New York
Worked with the Village of Scarsdale to develop a community vision for the future development of the Freightway Site, an underutilized 2.5-acre parking facility adjacent to the Scarsdale Metro-North Railroad Station. This study provides realistic and publicly supported development goals and objectives for the Village-owned site, which has long been seen as an opportunity for transit-oriented development (TOD) given its proximity to the train station, bus lines, and one of Westchester's most walkable and active village downtowns.

Downtown Transit-Oriented Zoning

Pleasantville, New York
Currently reviewing the application for the first development project to utilize the new downtown zoning development incentives, a proposed 110,000-square-foot mixed-use

building fronting Memorial Plaza, across from the train station.

Comprehensive Plan And Rezoning GEIS

Mount Kisco, New York

Worked with the Village of Mount Kisco to create a comprehensive plan update that capitalized on the Village's strategic location in Westchester County along the Metro-North Harlem Line. The 2018 update built on the Village's existing Vision and Goals while adding new focus areas on Sustainability and the Downtown.

Gardens At Harriman

Harriman, New York

BFJ Planning developed a Concept Plan for a proposed 130-acre transit-oriented community adjacent to the Harriman Train Station in Orange County, NY. The Plan features approximately 1,500 residential units, as well as shopping, restaurants, recreational and community facilities in walkable, vibrant neighborhood.

Local Waterfront Revitalization Plan

Port Chester, New York

Directed urban design elements including improved design of a half-mile waterfront promenade and design of a new 2.5-acre downtown waterfront park. Other design initiatives include providing waterfront access to an existing public park outside of downtown and a redesign of a peninsula area to create new public open space along the waterfront and improve operations for a publicly operated yacht club.

Facade Improvement Program

Farmingdale, New York

As part of a Village-led facade improvement program that built on a comprehensive plan and design guidelines manual, this ongoing

project develops conceptual designs for 70 existing downtown storefronts and buildings. To date, approximately 35 of these have been successfully implemented.

DO-8 Form-Based Code

New Rochelle, New York

As part of ongoing planning services provided to the City of New Rochelle, this project involved creating a downtown overlay form-based code for a historically Black neighborhood in close proximity to downtown. The planning process included significant public outreach, including meetings, focus groups, joint public and elected officials walking tours, and substantial pattern analysis of the subject area. The form-based code specifies building typologies, street-building frontage types and new civic spaces that reinforce the area's historical pattern of development.

Transit-Oriented Development Study

Branford, Connecticut

Worked with the Town of Branford to develop a Transit Oriented Development (TOD) Master Plan for the area around the expanded Branford Shoreline East Train Station. The Branford TOD Plan provides the Town with direction and tools to promote the long term transformation of the outdated industrial and commercial legacy uses in the study area, particularly near the AMTRAK rail line, to more productive uses better suited to the current local and regional economy.

Stamford Master Plan

Stamford, Connecticut

Urban design component for Stamford's master plan, with a focus on the downtown, South End and neighborhood "village" areas.

Evan Accardi

AICP | PROJECT MANAGER



EDUCATION

Master of Science in Urban and Community Planning, Pratt Institute, Graduate Center for Planning and the Environment

Bachelor of Arts in Anthropology and Global Public Health, New York University

ASSOCIATIONS

New York Metro Chapter
American Planning Association (APA)

American Institute of Certified Planners (AICP)

Evan Accardi is a senior planner on the BFJ team with several years of experience in project management and community engagement. Evan has worked on a diverse set of planning projects focusing on public housing, transportation, parking, zoning, and comprehensive planning. Prior to joining BFJ, Evan worked for Metropolitan Urban Design Workshop (MUDW), in addition to years of experience in the public health and clinical research industries.

Select Experience

Mount Kisco Preston Way Bridge Traffic Study

Mount Kisco, NY

Evan worked on a team that projected traffic impacts related to a planned bridge closure in Mt. Kisco, NY. Tasks included review and analysis of primary traffic data, origin-destination analysis, and mapping of existing and future conditions at impacted intersections.

Village of Haverstraw Parking and Mobility Study

Village of Haverstraw, New York

Evan worked with the BFJ team to analyze existing conditions and develop recommendations related to parking management, pedestrian, and bicycle improvements for Downtown Haverstraw, New York. Recommendations were based on the completion of on-site parking surveys, review of DOT crash data, stakeholder and public engagement, and implementation of urban street design best practices.

Westport Parking Study

Westport, Connecticut

Worked with the BFJ team to develop parking management recommendations for Downtown Westport, Connecticut based on detailed analysis of parking occupancy data from aerial photography and on-site observations. This analysis included calculation and mapping of parking occupancies and identification of underutilized parking areas.

JCC of Mid-Westchester Parking Study

Scarsdale, New York

In 2022, Evan worked with the BFJ team to complete a parking inventory and occupancy study at the JCC of Mid-Westchester. In 2025, Evan was a part of the team that conducted a follow-up survey at the same site. Both phases of the project entailed generation of quantitative parking data as well as qualitative descriptions of parking behavior. During the second phase of the study, Evan participated in the analysis of parking data generated during both survey periods.

Mount Kisco Morger Parking Lot Study

Mount Kisco, New York

Evan developed parking survey materials and managed a team in support of BFJ's effort to update their previous parking analysis in Downtown Mount Kisco. The findings of the parking survey will help to inform future transit-oriented development within the study area.

NYC Housing Authority Resident General Satisfaction & Post-Construction Surveys

New York, New York

Conducting community outreach to better understand resident opinions related to NYCHA's Permanent Affordability Commitment Together (PACT) program. This project entails support for survey rollout, data synthesis and analysis, and production of detailed reports for each of NYCHA's PACT developments on a rolling basis. Evan is assisting with tenant association engagement, survey data collection, analysis and visualization.

East Hartford POCD

East Hartford, Connecticut

BFJ is currently working to update the East Hartford Plan of Conservation and Development from the previous edition in 2014. Evan assisted with research and writing related to natural resources, environmental sustainability, community facilities, and infrastructure.

Lehigh University Master Plan - Transportation Element

Bethlehem, Pennsylvania

As a part of the transportation planning team, Evan worked to develop recommendations for Lehigh University's shuttle system, providing technical support such as mapping and

ridership analysis. Recommendations will target a more pedestrian friendly campus and a more efficient parking system.

Congregation Netivot Shalom Traffic Study

Teaneck, New Jersey

Evan worked with the BFJ team to develop traffic volume graphics and conduct parking analysis for a future expansion of Congregation Netivot Shalom in Teaneck, NJ.

North Bellport NY Forward

North Bellport, New York

Evan is working with the BFJ team to provide planning services to the North Bellport Local Planning Committee (LPC) as they proceed through the New York Forward process, including community engagement, LPC guidance, and review of existing conditions.

Mount Pleasant BESS Project

Mount Pleasant, New York

Evan researched, assessed, and wrote a memo describing the traffic impacts of construction and implementation of an upcoming Battery Energy Storage System (BESS) in Mount Pleasant, New York.

Rockland Riverway Trail Feasibility Study

Rockland County, New York

Surveyed bicyclists and pedestrians about their use of existing bike paths in Rockland County and helped to facilitate community engagement related to potential layouts of the future Riverway Trail.

Sarah Yackel

AICP | PRINCIPAL - SEQR



EDUCATION

Master of Science in Urban Planning,
Graduate School of Architecture, Planning
and Preservation, Columbia University
Bachelor of Arts, Environmental
Studies and Political Science,
Binghamton University

MEMBERSHIPS

American Institute of Certified
Planners (AICP)
New York Metro Chapter
American Planning Association (APA)
New York Planning Federation
(Board Member)

Sarah K. Yackel, AICP is a Principal of BFJ Planning with more than twenty-five years of experience in land use planning and environmental review. Ms. Yackel heads up BFJ's environmental review practice and has broad knowledge of the environmental impact review and assessment processes, including the management, preparation and review of environmental review documents at all levels of government, public consultation and scoping, and development of effective mitigation strategies. In addition, Ms. Yackel has extensive expertise in the preparation of comprehensive plans, economic revitalization plans, waterfront plans, and zoning regulations throughout the Metropolitan, Mid-Hudson and Capital District regions. Ms. Yackel has managed a large variety of projects ranging in size and geography, from large-scale urban redevelopment projects to small scale projects in suburban/rural areas. Prior to joining BFJ, Ms. Yackel worked as a planner at the Municipal Art Society (MAS) of New York and at Environmental Science Associates, a San Francisco based environmental planning firm. Ms. Yackel holds a Masters of Science in Urban Planning from Columbia University, Graduate School of Architecture, Planning and Preservation.

Select Experience

Downtown Revitalization Initiative

Glens Falls, New York

Retained by the Department of State to lead a multidisciplinary team in developing a Strategic Investment Plan for downtown Glens Falls. The Plans are part of the State's Downtown Revitalization Initiative (DRI), which provides planning and financial support to help transform selected communities ripe for development.

One White Plains Comprehensive Plan Update

White Plains, New York

Principal for the City of White Plains comprehensive plan update. The "One White Plains" Comprehensive Plan update included a Phase I effort to develop the framework for the plan by providing the public with a variety

of engagement opportunities. Phase II consisted of developing a guiding document for land use regulations, such as zoning code updates and capital improvements.

New Rochelle Downtown Overlay Zone Planning and SEQR Review

New Rochelle, New York

Review of the New Rochelle Downtown Development Plan (RAP), the proposed Downtown Overlay Zone, and the associated review of the SEQR Generic Environmental Impact Statement (GEIS). Continued on-call planning and SEQR services to the City of New Rochelle.

New Rochelle Comprehensive Plan, Zoning Code Update, and GEIS

New Rochelle, New York

Project Manager for the New Rochelle Comprehensive Plan update and related amendments to the City

Zoning Code. Role has included managing all aspects of plan preparation and zoning code amendments and client meeting and public workshops. Key objectives of the plan include incorporating sustainability goals, focusing new development on the downtown area and preserving the character of the vast majority of the City's residential neighborhoods.

Local Waterfront Revitalization Plan (LWRP)

New Rochelle, New York

Prepared an update of the New Rochelle Local Waterfront Revitalization Program (LWRP), which includes policies to guide future uses of the City's waterfront and harbor. This update incorporates a harbor management plan that focuses on environmental and recreational issues in the City's harbor and in the Long Island Sound. The LWRP also focuses on a broad range of strategies to reduce barriers to access that prevent residents and visitors from reaching the waterfront.

Ashburton Avenue Master Plan and Urban Renewal Plan GEIS

Yonkers, New York

Preparation of a Draft and Final Generic EIS for the Ashburton Avenue Neighborhood Master Plan and Urban Renewal Plan pursuant to the National Environmental Policy Act (NEPA) and New York State Environmental Quality Review Act (SEQR). The plans considered the widening of Ashburton Avenue, a major thoroughfare in the City of Yonkers and the development of more than 800 new residential units.

Comprehensive Plan And Rezoning GEIS

Mount Kisco, New York

Worked with the Village of Mount Kisco to create a comprehensive plan update that capitalized on the Village's strategic location in Westchester

County along the Metro-North Harlem Line. The 2018 update built on the Village's existing Vision and Goals while adding new focus areas on Sustainability and the Downtown. Prepared a Generic Environmental Impact Statement analyzing the Comprehensive Plan Update and proposed Zoning Code Amendments.

Planning Services

Briarcliff Manor, New York

Ongoing comprehensive planning services to the Village Board of Trustees and the Village Planning Board. Work has included the SEQR review of solar installation on municipally-owned buildings; the rezoning of a portion of the 1,011-acre Scarborough Road Corridor in the Village to a new two-acre single-family residential zone (R80); the creation of new mixed-use zoning districts to allow the provision of residential uses, with density bonuses for providing affordable housing, in the Village's business districts and downtown; a comprehensive update to the Village's Zoning Map; the preparation of zoning text amendments to allow the creation of new residential uses in existing accessory buildings in residential zoning districts; and the creation of amendments to the Village's Wetlands and Steep Slopes regulations.

101 Wolfs Lane

Pelham, New York

Prepared a Transit Oriented Development (TOD) overlay zone applicable to the Village property and adjacent land, to facilitate the mixed-use redevelopment of property located at 101 Wolfs Lane. Also prepared a Full Environmental Assessment Form pursuant to the New York State Environmental Quality Review Act (SEQR) analyzing both the TOD overlay zone and the 101 Wolfs Lane project.

Frank Fish

FAICP | PRINCIPAL - ZONING



EDUCATION

Master of Science, Planning, Pratt Institute

Bachelor of Arts, Political Science, Boston College

Associate of Arts, Classics, St. Thomas Seminary

MEMBERSHIPS

Fellow, American Institute of Certified Planners

Board Member, New York Planning Federation

Past Commissioner, AICP Commission

Past President, New York Metropolitan Chapter APA

Past President, American Society of Consulting Planners

TEACHING

New York University, Robert Wagner School of Public Service, Adjunct Professor of Planning

Pratt Institute, Graduate Planning Program, Adjunct Professor (1988-1999)

Frank Fish has over 40 years of experience in urban planning. He directs the firm's master planning, zoning, economic and development feasibility practice areas. He has worked on a range of planning projects from countrywide master plans and statewide housing studies to large-scale development proposals for private sector clients..

Practice Area

Comprehensive Plan And Rezoning GEIS

Mount Kisco, New York

Worked with the Village of Mount Kisco to create a comprehensive plan update that capitalized on the Village's strategic location in Westchester County along the Metro-North Harlem Line. The 2018 update built on the Village's existing Vision and Goals while adding new focus areas on Sustainability and the Downtown. Prepared a Generic Environmental Impact Statement analyzing the Comprehensive Plan Update and proposed Zoning Code Amendments.

Transit Oriented Development (TOD) Study

Mamaroneck, New York

Completed a Transit Oriented Development (TOD) and Zoning study for the Washingtonville neighborhood, which is within a half-mile of the village's train station and adjacent to the central business district. BFJ adopted revisions to the village's zoning code and map to implement the TOD study's recommendations.

Comprehensive Plan

Village of Croton-on-Hudson, New York

Prepared the Comprehensive Plan for the Village of Croton-on-Hudson in 2003 and then assisted the Village in updating the document in 2017. The Plan's goals centered on preserving and enhancing the Village's unique resources, including its waterfronts and open space, small-town quality and historic character, and economic diversity.

NY Rising Community Reconstruction Program

New York

BFJ Planning was part of a multidisciplinary team hired by the Governor's Office of Storm Recovery (GOSR) to develop reconstruction plans for communities impacted by Hurricane Sandy. The Community Reconstruction Plans identified projects backed by CDBG-DR funding for implementation in areas hit hardest by Sandy. BFJ completed one plan in Staten Island, three in Nassau County, one in the Gravesend and Bensonhurst neighborhoods of Brooklyn and another in Southeast Queens ("Idlewild Watershed Communities"). In each of these communities, BFJ worked closely with committees made up of local

residents, business leaders and activists. The community-based planning process included extensive meetings with the local committees, multiple public workshops with a diversity of stakeholders and frequent coordination with multiple governmental agencies.

Cold Spring Harbor Laboratory

Laurel Hollow, New York

Generic Environmental Impact Statement (GEIS) for proposed future projects and site-specific plans for a childcare center on a laboratory set on a rural campus.

Comprehensive Plan

Rockland County, New York

Development of a long-term Comprehensive Plan for a suburban and semi-rural county, to address a range of land use, environmental, infrastructure and transportation issues. The Plan provides general recommendations on future land use policies to implement those strategies, address key matters under direct County jurisdiction and identify potential land use conflicts among municipalities.

Transit Oriented Development (TOD) Study

White Plains, New York

Completed a Transit Oriented Development (TOD) study to explore redevelopment opportunities in the Downtown White Plains Transit District, which includes the Metro-North station, the Westchester County Bee-Line bus station, a regional bus station and the surrounding area. This district is a major transportation hub for the City, Westchester County and the region.

Yonkers Ballpark Environmental Review

Yonkers, New York

SEQR for the proposed project, including scoping, preparation of the DEIS, FEIS, and Findings Statement. The project was approved in 2003.

Orchard Hill

North Salem, New York

Planning and development services for the construction of an 18-hole golf course and 200-room conference lodge on 260 acres. Services included providing site planning, transportation planning, environmental review (SEQR), and project management services to the owner/developer.

Bard College Development Advice and Environmental Review

Annandale-on-Hudson, New York

State Environmental Quality Review (SEQR) services for the development of a performing arts center as part of the College's 1997 master plan.

Stapleton Senior Houses

Staten Island, New York

Preparation of a NEPA Environmental Assessment, SEQR EAF, and CEQR EAS for the Stapleton Senior Houses, a low-income senior housing project, located on a portion of the New York City Housing Authority's Stapleton Houses. Prepared Negative Declaration and associated resolutions for the lead agency.

300 E. 34th Street EAS-CEQR

Manhattan, New York

Preparation of an Environmental Assessment Statement (EAS), in accordance with the New York City Environmental Quality Review (CEQR) procedures, for a new mixed-use high-rise residential and community facility development in the Murray Hill Neighborhood of Manhattan.

Georges Jacquemart

PE, FAICP, PP | PRINCIPAL - TRANSPORTATION



Georges Jacquemart is a founding principal of BFJ Planning and directs the firm's transportation work. He has extensive experience in managing and undertaking large-scale transportation plans, traffic circulation studies, as well as projects related to transit investments, parking, and bicycle and pedestrian circulation. He worked on assignments for a broad range of clients in North and South America, Europe, Asia and Africa. Prior to becoming a principal of BFJ Mr. Jacquemart was Associate Vice President and Regional Manager of Alan M. Voorhees & Associates. In 1997, Mr. Jacquemart was selected by the Transportation Research Board, National Research Council to write a Synthesis on Modern Roundabouts. He is a co-author of "Roundabouts: An Informational Guide" published in 2000 by the Federal Highway Administration.

EDUCATION

Master of Science, Urban Planning,
Stanford University

Post-Graduate Coursework, Systems
Analysis, Federal Polytechnic School of
Lausanne, Switzerland

Civil Engineering Diploma, Transportation,
Federal Polytechnic School of Lausanne,
Switzerland

PROFESSIONAL LICENSES

Fellow of the American Institute of
Certified Planners (FAICP)

New Jersey Professional Planner (PP)

Professional Engineer: California, New
Jersey, New York

TEACHING

New York University Robert F. Wagner
Graduate School of Public Service,
Adjunct Professor of Transportation
Planning (2002-2008)
Pratt Institute, Adjunct Professor of
Transportation Planning (1986-2017)

Select Experience

Larchmont Parking Study

Larchmont, New York

Managed the comprehensive parking study focusing on the two commercial areas in the Village. A key goal of the study was to improve parking behavior and increase parking turn-over. After extensive community engagement the Village accepted the recommendation to adopt paid parking.

Highline Extension to Manhattan West Development

New York, New York

Retained by Buro Happold to assist in the coordination of traffic circulation required for the approvals for the extension of this very iconic pedestrian infrastructure over the existing access ramps to and from the Lincoln Tunnel.

Battery Park Bicycle and Pedestrian Circulation

New York, New York

Retained by Quennell Rothschild & Partners to design the bicycle path through this very active pedestrian space in the historical Battery Park in lower Manhattan. The design dealt with very significant pedestrian- bicycle conflicts, as well as security restrictions and vehicular access constraints.

Wilton Center Circulation Plan

Wilton, Connecticut

Recommended pedestrian and vehicle circulation improvements, streetscape enhancements, shared parking strategies, and zoning code changes for an existing retail center.

Madison Ave/96th Street Safety Review

Manhattan, New York

Managed this traffic safety study for Civitas & Carnegie Hill Neighbors analyzing safety hazards and congestion issues and recommending improvements.

PUBLICATIONS

"NCHRP Synthesis 264: Modern Roundabout Practice in the United States" National Cooperative Highway Research Program, Transportation Research Board, National Research Council, Washington, 1998.

"Roundabouts: An Informational Guide" (co-author) published by the Federal Highway Administration, 2000.

"Toolbox on Intersection Safety and Design", published by Federal Highway Administration and Institute of Transportation Engineers (September 2004), author of Chapter 8: Designing and Operating Safer Roundabouts.

"Alternative Approaches to Estimating Internal Traffic Capture of Mixed-Use Projects", ITE Journal, November 2011, Institute of Transportation Engineers

"Determining the Ideal Location for Pedestrian Crossings at Signalized Intersections", ITE Journal, September 2012, Institute of Transportation Engineers

"Shared Parking: Effective and Simple," ITE Journal, April 2018, Institute of Transportation Engineers

Nyack Parking Study

Nyack, New York

Managed this very comprehensive parking study for Downtown Nyack. Recommendations included strategies to increase parking turn-over, right-sizing parking ratios, encouraging shared parking and alleviating parking issues in specific neighborhoods.

Bridge Feasibility Study

New Milford, Connecticut

Managed the feasibility study for a potential new bridge. The study's examination of existing traffic flow led to predictions of more traffic congestion and included recommendations for alternative traffic improvements

Downtown Saratoga

Transportation Study

Saratoga Springs, NY

Managed the comprehensive transportation and parking improvement plan for downtown Saratoga Springs, recommending complete street improvements and refining the City's form-based zoning.

Clifton Park and Halfmoon Exit 9 Land Use and Transportation Study

Saratoga County, New York

Managed land-use and transportation study for Exit 9 area. The purpose of this study was to determine how

best to integrate land use and transportation cohesively in the area to enhance land-use efficiencies and encourage alternate modes of transportation.

Route 67 Corridor Study Towns of Malta and Ballston,

Saratoga County, New York

Arterial management study providing short-term and long term suggestions on how to accommodate the increasing traffic demand in the corridor without widening Route 67.

Route 9W Corridor Management Plan Towns of Marlborough and Lloyd, New York

Managed this 6-mile corridor study that focused on traffic safety, access management, and long term enhancements making the corridor safer and more pedestrian/bicycle friendly.

University At Buffalo

Transportation Plan

Buffalo, New York

Managed this transportation plan as part of the "UB 2020" Master Plan. The plan included traffic, parking, transit, and bicycle elements. Developed a TDM program for the three campuses.

Nick Cerdera

AICP | PROJECT PLANNER



EDUCATION

Master of Landscape Architecture
Politecnico di Milano, School of
Architecture, Urban Planning, and
Construction Engineering

Master of Urban Planning
University of Southern California, Sol
Price School of Public Policy

Bachelor of Sciences in Urban Studies
and Planning
University of Southern California

Nick Cerdera joined BFJ Planning in 2025, bringing to the team experience in geographic analysis, stakeholder engagement, and site design. With a commitment to helping communities build more resilient, sustainable, and just futures, his work focuses on the intersection of planning and urban design principles. Prior to joining BFJ, Mr. Cerdera conducted planning and urban design work for Union Square Partnership and Times Square Alliance, as well transportation consulting for a private firm on the West Coast.

Select Experience

Comprehensive Plan

Port Chester, New York

Project Planner for the Village's Comprehensive Plan. Was responsible for creating a graphic language for the plan and existing condition documents. Wrote chapters on existing conditions, including on local natural resources. Additionally responsible for Spanish language stakeholder outreach, and other relevant research.

Downtown Zoning and Design Update

Granby, Connecticut

Project Planner for a study of the central business district in Granby. Was responsible for redesigning vehicle, bicycle, and pedestrian circulation to improve mobility, accessibility, and safety. The redesign included increased sidewalk coverage, a shared street, and a bicycle station. Also created a new street furniture design strategy, including a palette of potential products and motifs that strengthen the Town's existing identity.

Corridor Zoning Update

Yonkers, New York

Project Planner and Urban Designer for rezoning study. Modeled parts of the corridor in Rhino, a 3D modeling program, to help communicate proposed zoning changes and their visual effects on the built environment after a partial buildout. Additionally, assisted with public outreach and was responsible for Spanish language outreach.

Scenario Planning

Westchester, New York

Project Planner scenario planning process concentrated on flooding and flood risk in Westchester County. Assisted in creating an interactive activity to for an 80 person workshop. Applied results to help formulate scenarios. Was responsible for graphic representation of the scenario planning process, including visual aids.

NYSERDA Zoning Study

New York State

Examined municipal zoning from representative towns, villages, and cities across New York State to assess land-use and zoning related barriers to achieving climate goals. Conducted a state-wide review of municipal zoning tools and assisted in statistical analysis of results to understand where different zoning strategies would be most pertinent around the State.

MSMX Massing Study

New York, New York

Project Planner for a study of the new Midtown South Mixed-Use Zoning District. Determined soft sites, estimated number of potential residential unit, and created massing models of each site to understand the extent of change to the street wall and the character of the neighborhood expected as a result of new bulk and use regulations.

Downtown Adjacent Zoning Study

Briarcliff Manor, New York

Supported in creating exploratory site plans, researching site and context conditions, and working with client to ensure appropriate growth for the zones near the Central Business District and contribute to the long-term goals as established by the Village Comprehensive Plan.

Johnson Trolley Trail Outreach

Mercer County, New Jersey

Conducted stakeholder outreach to better understand community needs and tap into local knowledge. Facilitated a Spanish language speaker focus group in Trenton, led conversations with trail users, and aided in a trail walk to connect with local enthusiasts.

Facade Improvements

North Hempstead, New York

In cooperation with local small business owners, contributed to a new design of building facades on a commercial corridor to increase district identity, improve walkability, and support local economic development.

Peekskill TOD Parking Study

Peekskill, New York

Led a parking study around the City's Metro-North Train Station to understand commuter behavior during peak travel times. Analyzed parking lot capacity and recommended possible alternatives to alleviate parking concerns and allow for future development.

Union Square Partnership, Urban Planning and Design Coordinator*

New York, New York

Worked with City agencies to gain approvals for public art and public space activations. Additionally, distributed the annual community opinion survey, analyzed results, and published findings.

Center for Urban Data at the Price School of Public Policy, Researcher*

Los Angeles, California

Mapped municipal street networks from around the world to validate open source data against municipal data. Analyzed the geographic and geometric differences and ground truthed to form the basis for a paper connecting walkability statistics with public health outcomes.

*Designates work completed prior to joining BFJ Planning.

3

Scope of Services

Scope of Services

We have refined our scope so that it responds to the awarded grant and reflects our preliminary understanding of the Village's priorities. Our team uses a principal-led project management approach, supported by extensive experience in developing and maintaining realistic schedules and budgets. BFJ has a strong record of meeting project timelines, and we are confident in our ability to build trust with clients and stakeholders.

Task 1: Existing Conditions

Grant task: Defining the existing conditions and uses of the study area & areas immediately adjacent

BFJ will lead a comprehensive assessment of existing conditions within the Route 59 corridor study area and its surrounding context. This task will establish the baseline understanding needed to inform future land use, zoning, transportation, and redevelopment recommendations. Using GIS mapping, field observations, aerial imagery, property data, and available municipal information, the team will document existing land use patterns, development characteristics, ownership patterns, and other factors influencing corridor function and redevelopment potential.

The analysis will include a detailed evaluation of the built environment, including building types, development patterns, site design, streetscapes, and public realm conditions. BFJ will examine building scale and massing, setbacks, frontage conditions, parking configurations, pedestrian amenities, landscaping, and other elements that contribute to the corridor's physical character and user experience. The assessment will identify key opportunity sites, development trends, and physical constraints that should be considered as part of the study.

BFJ will also assess transportation and mobility conditions along the corridor and within adjacent neighborhoods. This effort will evaluate the street network, sidewalks, crossings, transit access, bicycle facilities, and overall connectivity to identify barriers to mobility, safety concerns, and opportunities for improvement.

Deliverables

- Existing Conditions Inventory and Analysis

Task 2: Review of Existing Plans

Grant task: Conformity with Village Comprehensive Plan & Nyack Forward Program

BFJ will conduct a comprehensive review of relevant planning studies, policy documents, and redevelopment initiatives that affect the Route 59 corridor. The purpose of this task is to ensure that the corridor study and resulting zoning recommendations are informed by and consistent with previously adopted community goals, redevelopment strategies, and economic development objectives. The review will focus on the Village of Nyack Comprehensive Plan, the NY Forward

plan and other planning efforts that have identified recommendations relevant to the corridor. Key findings will be organized into a matrix that identifies common themes, implementation priorities, and policy recommendations.

Given the regional importance of Route 59, the analysis will also consider broader planning initiatives, including the Rockland County Comprehensive Plan. BFJ will identify opportunities to align corridor recommendations with these initiatives and leverage ongoing investments and programs.

Because Route 59 is a New York State roadway, BFJ will coordinate with the New York State Department of Transportation (NYSDOT) to better understand current conditions, planned capital improvements, operational considerations, and long-term transportation objectives for the corridor.

Deliverables

- Existing Plans and Policy Framework Memorandum

Task 3: Demographic and Socioeconomic Analysis

Grant task: Creating a Demographic Profile

As part of this task, Urbanomics will prepare a demographic and socioeconomic profile of the Study Area and surrounding market area to better understand the population and economic trends shaping the Route 59 corridor. The analysis will examine characteristics such as population growth and change, age distribution, household composition, income levels, educational attainment, housing tenure, commuting patterns, employment sectors, and other relevant demographic indicators.

In addition, Urbanomics will conduct a high-level market scan of demographic, employment, and real estate conditions to assess current and near-term demand for residential, commercial, mixed-use, and other development types. The analysis will evaluate market strengths and constraints, identify potential redevelopment opportunities, and assess the corridor's ability to accommodate future growth. Findings from the demographic profile and market analysis will inform public outreach efforts, support development of realistic redevelopment scenarios, and provide a baseline for evaluating the potential impacts of future zoning changes.

The findings will also help guide corridor planning objectives by identifying gaps in housing, services, employment opportunities, and commercial offerings, while providing the basis for SEQR analyses as detailed in Task 9. Deliverables will include demographic and socioeconomic data tables, maps, graphics, and a summary memorandum documenting key findings and planning implications.

Deliverables

- Demographic Profile Memorandum

Task 4: Community Engagement and Stakeholder Outreach

Grant task: Stakeholder Engagement and Design Charettes

A successful study will require meaningful engagement with residents, property owners, businesses, institutions, elected officials, and other stakeholders. BFJ will develop and implement a Community Engagement Plan to ensure broad participation throughout the planning process and to build consensus around the corridor's future vision and recommendations.

The engagement effort will include a combination of public meetings, stakeholder interviews, field-based activities, and online outreach. Early in the process, BFJ will identify key stakeholders and develop a contact database that includes property owners, business owners, community organizations, neighborhood representatives, institutional stakeholders, and regional agencies. This list will be expanded and refined throughout the study and will serve as the foundation for project communications and outreach.

BFJ will work closely with the Village of Nyack and the Town of Clarkstown to ensure that engagement reflects the corridor's regional nature and captures perspectives from both municipalities. The team will conduct interviews and small-group meetings with municipal staff, elected officials, business leaders, property owners, and other stakeholders to better understand existing challenges, opportunities, and priorities for the corridor. These discussions will help inform the study's analysis and recommendations while identifying areas of potential collaboration between the Village and Town.

Project Website and Communications

BFJ will either support the Village in maintaining project information on the Village website or create a dedicated project website. The website will serve as a central source of information and will include project updates, meeting announcements, presentation materials, draft documents, and opportunities for public participation. Digital outreach tools, email notifications, social media, and other communication methods will be used throughout the study to maximize participation and awareness.

Corridor Tour

At the outset of the study, BFJ will conduct a corridor tour with Village and Town representatives, stakeholders, and interested community members. The tour will provide an opportunity to observe existing conditions firsthand, discuss transportation and land use issues, identify key opportunity sites, and gather initial feedback regarding the corridor's strengths and challenges.

Stakeholder Meetings

The project team will conduct a series of stakeholder interviews and focus-group discussions with municipal officials, business and property owners, community organizations, and other interested parties. These meetings will help develop a detailed understanding of local concerns, redevelopment opportunities, mobility challenges, and desired outcomes for the corridor.

Public Workshops

BFJ will facilitate two public workshops during the planning process. The first workshop will introduce the project, present initial findings, and gather community input on existing conditions, opportunities, challenges, and priorities for the Route 59 corridor. Interactive exercises and facilitated discussions will encourage participants to share ideas and help shape the study from its earliest stages.

To maximize participation and create a more engaging experience, BFJ is open to structuring the kickoff workshop as a multi-part charrette, potentially held on a Saturday. This format could begin with a guided walking tour of the corridor, allowing participants to observe conditions firsthand and discuss issues and opportunities in the field. The walking tour would be followed by an interactive indoor

workshop where attendees can share observations, review project information, and participate in facilitated discussions about the corridor's future vision and priorities.

The second workshop will focus on preliminary recommendations, zoning concepts, and corridor improvement strategies. Participants will have the opportunity to review alternatives, provide feedback on proposed approaches, and help refine the study's recommendations before they are finalized.

Following each workshop, BFJ will prepare a summary memorandum documenting meeting activities, key themes, participant feedback, and next steps. Meeting materials and summaries will be posted online to ensure transparency and continued public access to project information.

Deliverables

- Community Engagement Plan
- Stakeholder Contact Database
- Project Website and Online Engagement Platform
- Stakeholder Interview Summaries
- Two Public Workshops
- Workshop Presentation Materials
- Public Workshop Summary Memoranda

Task 5: Redevelopment Analysis

Grant task: Identify Redevelopment Opportunities, including potential Catalyst Sites

A key component of this task will be to identify redevelopment and infill opportunities. BFJ Planning will inventory vacant, underutilized, and strategically located properties and evaluate their potential to support future investment and redevelopment. The analysis will document site-specific characteristics, ownership patterns, access conditions, visibility, surrounding land uses, and other factors that may influence redevelopment potential. Particular attention will be given to identifying catalyst sites that have the capacity to stimulate broader corridor revitalization and advance community goals.

The team will assess opportunities for a range of development and redevelopment scenarios and evaluate how existing zoning and development regulations may either support or constrain desired outcomes. This analysis will help identify locations where regulatory changes, infrastructure investments, or public-private partnerships could encourage reinvestment and improve corridor performance.

BFJ and Verity Engineering will jointly assess environmental and infrastructure conditions that may affect future development opportunities, with a focus on identified opportunity and catalyst sites. This effort will include a review of natural resources, environmentally sensitive features, stormwater management considerations, utility infrastructure, site access, and other physical constraints or assets. The findings will help ensure that future redevelopment strategies and zoning recommendations are practical, sustainable, and responsive to site-specific conditions.

Deliverables

- Redevelopment Opportunity Site Analysis

Task 6: Zoning Analysis and Recommendations

Grant task: Zoning Analysis, coordinating with the town of Clarkstown to better align zoning across municipalities

BFJ will review the zoning and regulatory framework along the Route 59 corridor to understand how existing regulations influence development patterns, investment, and redevelopment opportunities. The analysis will document zoning districts, permitted and special permit uses, dimensional standards, parking requirements, design regulations, and development review procedures. Attention will be given to identifying regulatory barriers and opportunities related to mixed-use development, housing, commercial reinvestment, walkability, and corridor revitalization.

Because Route 59 functions as a regional corridor that crosses municipal boundaries, the study will also include a comparative review of regulations and development patterns within the Town of Clarkstown. The review will identify opportunities for greater consistency and coordination where appropriate, while recognizing the unique goals and priorities of each municipality.

BFJ will meet with Village of Nyack and Town of Clarkstown staff, elected officials, and other relevant stakeholders to discuss regulatory challenges, development trends, recent planning initiatives, and long-term objectives for the corridor. Based on these findings, the team will develop a zoning approach that supports the corridor vision, encourages appropriate redevelopment and investment, improves compatibility between land uses, and advances shared economic development goals. Recommendations may include zoning amendments, revised development standards, design guidelines, overlay districts, or other regulatory tools to better support future growth and revitalization.

Deliverables

- Existing Zoning and Regulatory Assessment
- Preliminary Zoning Strategy and Regulatory Framework

Task 7: Build-out Analysis

Grant task: Fiscal analysis of redevelopment sites

Following development of the preferred zoning strategy, BFJ Planning, with assistance from Kevin Dwarka, will prepare a build-out analysis to evaluate the development potential under the proposed zoning framework. The analysis will identify vacant and underutilized sites that may be redeveloped over time and estimate the amount and type of future development that could reasonably occur within the study area. Key assumptions will include permitted land uses, development densities, building heights, parking requirements, site constraints, and infrastructure considerations. The build-out analysis will be used to test the long-term implications of the proposed zoning approach and establish a reasonable development scenario for planning purposes.

As part of this effort, BFJ (with support from Urbanomics or Kevin Dwarka) will prepare a high-level fiscal analysis of potential redevelopment sites to provide a general understanding of the potential economic and tax base benefits associated with future investment along the corridor. This analysis will focus on identifying the relative fiscal implications of redevelopment rather than developing detailed financial projections.

To support decision-making and public engagement, BFJ will prepare digital massing and visualization models illustrating how redevelopment could occur under the proposed zoning framework. These graphics will help elected officials, stakeholders, and community members understand the scale and character of potential future development while recognizing that redevelopment is likely to occur incrementally over time. Feedback received from public workshops, stakeholders, and municipal officials will be incorporated into the final build-out scenario prior to completion of the study and any subsequent environmental review.

Deliverables

- Development Capacity and Build-Out Analysis

Task 8: Draft Zoning Regulations and SEQR

Grant task: Draft Legislation; SEQRA and GML reviews, Infrastructure analysis

Building on the findings of the previous tasks, BFJ Planning will prepare draft zoning recommendations for the Study Area in coordination with Village staff, elected officials, and project stakeholders. The recommendations will be designed to support the corridor vision, encourage appropriate redevelopment, improve corridor character, and address identified barriers to investment. Depending on the preferred approach, the recommendations may include revisions to zoning districts, use regulations, dimensional standards, parking requirements, design standards, overlay zoning provisions, and other implementation tools. Draft regulations will be developed to integrate with the Village's existing zoning framework and reflect community goals identified throughout the planning process.

As part of this task, BFJ will support the environmental review process required to evaluate the proposed zoning changes. Building upon the planning-level build-out analysis completed in Task 7, the BFJ team will prepare the documentation necessary to support SEQR compliance and assist the Village throughout the review process.

The environmental review will evaluate the potential effects of the proposed zoning framework on land use, community character, transportation, infrastructure, and environmental resources. Because the proposed action involves zoning changes rather than approval of specific development projects, the analysis will focus on a reasonable future development scenario based on the proposed zoning and planning-level impacts associated with potential redevelopment.

Our proposal includes preparation of an Environmental Assessment Form (EAF) and supporting appendices addressing potential impacts, including fiscal impacts, school-age population generation, and transportation considerations. Additional technical analyses may be prepared as warranted to evaluate infrastructure capacity, stormwater management, visual character, and other environmental topics. If the environmental review determines that a Generic Environmental Impact Statement (GEIS) is required, additional time and effort would be needed to prepare and coordinate that process, and we would discuss an appropriate supplemental budget with the Village at that time.

The environmental analysis will build on the planning-level build-out assessment described in Task 7 and will evaluate the potential effects of redevelopment within the Route 59 Study Area under both existing and proposed zoning conditions. The analysis will identify likely redevelopment opportunities and estimate the scale of future growth that could occur over time. Our scope anticipates preparation

of an Environmental Assessment Form (EAF) supported by several technical memoranda addressing key impact areas, including the following:

Fiscal and Market Analysis: Urbanomics will prepare a planning-level fiscal impact assessment to estimate the potential municipal revenue and service cost implications associated with future redevelopment scenarios. As part of this effort, we will evaluate the potential for school-age population generation associated with anticipated residential development and assess potential implications for local school districts.

Transportation Analysis: Led by Verity Engineering, this section will evaluate transportation conditions and the potential effects of future redevelopment on the Route 59 corridor. The analysis may include a review of roadway operations, key intersections, multimodal connectivity, transit access, pedestrian and bicycle facilities, and parking considerations. The memorandum will identify transportation-related constraints and opportunities and may recommend improvements to support future development and corridor mobility goals.

Water, Wastewater, Stormwater, and Utilities: Verity Engineering will assess the capacity of existing infrastructure systems serving the corridor, including water, sewer, stormwater, and utility networks. The analysis will identify any known constraints or improvements that may be needed to accommodate future redevelopment and support implementation of the study recommendations.

Additional technical memoranda may be prepared if warranted by the environmental review process. Upon completion of the EAF, BFJ will assist the Village in coordination with involved agencies and the SEQR review process, including preparation of any required revisions and supporting documentation needed for environmental determinations.

BFJ will also assist the Village with required agency coordination and referrals, including review by the Rockland County Planning Department pursuant to General Municipal Law Section 239-m. The team will help prepare application materials, respond to agency comments, and revise draft zoning recommendations as needed prior to adoption.

Deliverables

- Draft Zoning Recommendations
- Environmental Assessment Form (EAF) and Supporting Technical Appendices
- Agency Coordination and GML §239-m Review Support

Task 9: Final Zoning Recommendations and Adoption

Grant task: Finalize Draft Legislation

BFJ will work closely with the Village to refine and finalize the proposed zoning amendments. To build consensus and facilitate a smooth adoption process, BFJ will engage Village officials throughout the project and provide regular updates on study findings, public input, redevelopment opportunities, and draft zoning recommendations.

The project team will attend and facilitate meetings with the Village Board to review key milestones, discuss policy options, and gather feedback on proposed zoning changes. These meetings will provide opportunities for Village officials to review recommendations as they are developed, identify concerns,

and guide refinement of the proposed regulatory framework before formal consideration. BFJ will document comments and recommendations and incorporate revisions as appropriate.

Prior to adoption, BFJ will assist the Village in preparing materials for public review and public hearings. The team will attend the public hearing, present the proposed zoning amendments, respond to questions, and support Village staff throughout the adoption process. Following the hearing, BFJ will prepare any final revisions and assist with adoption documents as needed.

Deliverables

- Village Board Briefings and Coordination Meetings
- Presentation Materials and Meeting Summaries
- Final Zoning Text and Map Amendments

BFJ Planning

WWW.BFJPLANNING.COM

**LOCAL LAW NO. ____ OF 2026,
AMENDING ARTICLE III (PARKS AND
RECREATION AREAS), OF CHAPTER 250
(PARKS AND RECREATION), OF THE CODE
OF THE VILLAGE OF NYACK, SO AS TO
PROHIBIT THE OPERATION OF ALL TYPES
OF MOTOR VEHICLES, SUCH AS CARS, VANS,
TRUCKS, MOTORCYCLES, MOPEDS,
MOTORIZED SCOOTERS, E-BIKES, ATVs AND
UTVs, IN MEMORIAL PARK.
(07/15/2026 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 §1640(a)(13) of the NYS Vehicle and Traffic Law; and in accordance with the procedures prescribed in MHRL §20, and NYS Village Law §21-2100. The purpose and intent of this Local Law is to adopt amendments to Article III (Parks and Recreation Areas), of Chapter 250 (Parks and Recreation), of the Code of the Village of Nyack, so as to prohibit the operation of all types of motorized vehicles (whether powered by gasoline or electric), including, but not limited to, automobiles, cars, vans, trucks, motorcycles, mopeds, motorized scooters (Vespas), electric kick scooters, bicycles with no pedals equipped with an integrated electric motor that assists with propulsion (pedal-less e-bikes), throttle-propelled/throttle-only assist/throttle-equipped e-bikes, all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), and snowmobiles; which amendments, the Board of Trustees of the Village of Nyack (“Village”) finds, and deems, to be necessary to preserve, protect, enhance and improve the quality of life of Village residents and businesses, and their guests, invitees and customers, and the tourists of the Village.

Section 2 – §250-13 (Traffic), of Article III (Parks and Recreation Areas), of Chapter 250 (Parks and Recreation), of the Code of the Village of Nyack, is amended to the extent only of adding a new Paragraph “H,” which new Paragraph “H” shall read as follows:

H. Prohibited within Memorial Park is the operation of any type of motorized vehicle (whether powered by gasoline or electric), including, but not limited to, the below-listed motorized vehicles; except for the exceptions set forth herein further below.

- (1) Prohibited motorized vehicles include, but are not limited to:
- (a) automobiles;
 - (b) cars;
 - (c) vans;
 - (d) trucks;
 - (e) motorcycles;
 - (f) mopeds;

- (g) motorized scooters (e.g., Vespas);
- (h) electric kick scooters a/k/a e-scooters;
- (i) bicycles with no pedals that are equipped with an integrated electric motor that provides propulsion, a/k/a pedal-less e-bikes;
- (j) e-bikes with pedals that are equipped with an integrated electric motor that provides propulsion without any pedaling, a/k/a throttle-propelled, throttle-only assist or throttle-equipped e-bikes;
- (k) all-terrain vehicles (ATVs);
- (l) utility terrain vehicles (UTVs); and
- (m) snowmobiles.

(2) Exceptions to the foregoing prohibitions are limited to the following only:

- (a) Motorized vehicles that are being operated by the organizer, or as authorized by the organizer, in connection with an event approved by the Village Board of Trustees.
- (b) Electric skateboards.
- (c) Hoverboards.
- (d) Mobility devices operated by persons with disabilities.
- (e) E-bikes with motorized assistance only while the rider is actively pedaling (pedelecs).
- (f) Village-owned or Village-operated vehicles.
- (g) Emergency, first-responder, firefighting, and police/law/code enforcement, vehicles.
- (h) All motorized vehicles are permitted within Nyack Marina, except for those specified as prohibited in the immediately preceding paragraph “G.”

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 MEMORIAL PARK USAGE PERMIT REQUEST

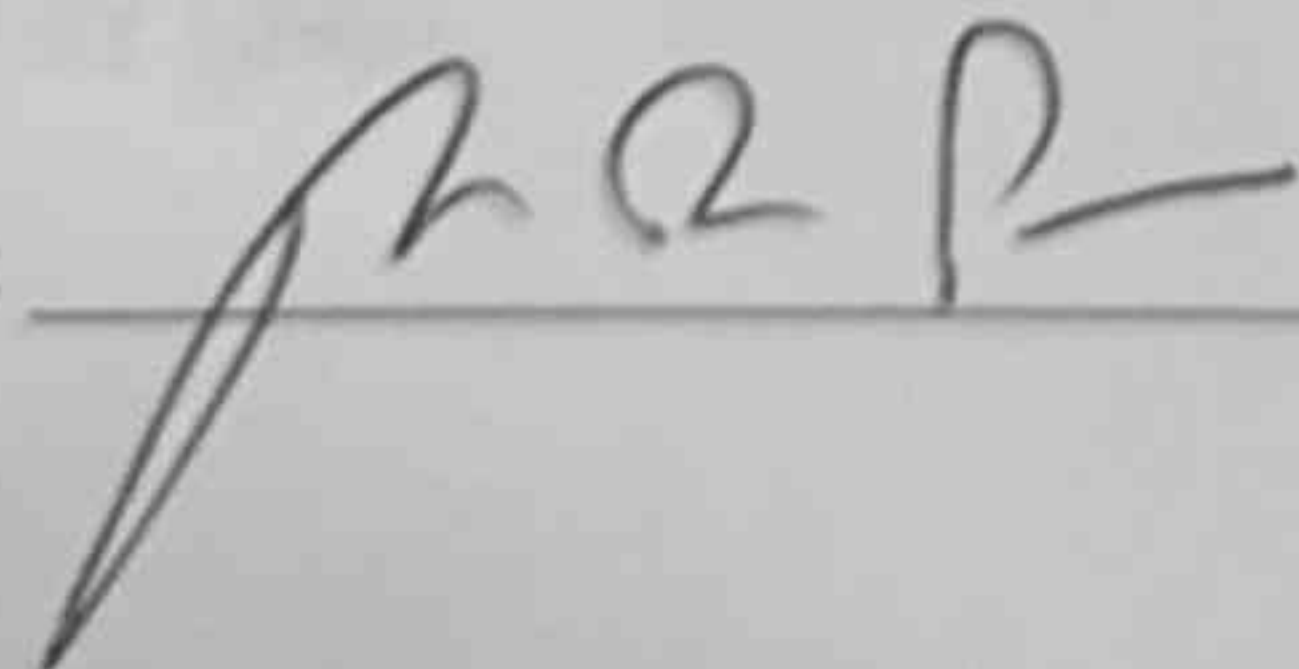
1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked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

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

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

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

Signature: _____



Date: _____

5/9/26

Insurance Requirements for Use of Village Owned Property

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

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

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

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

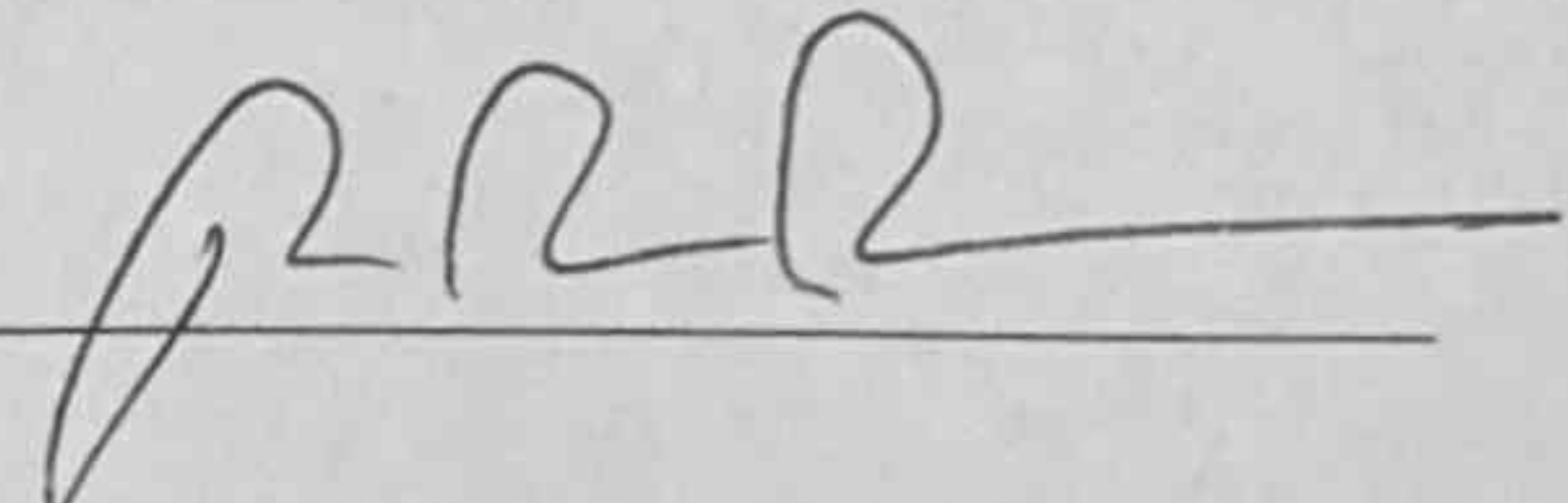
The cost of furnishing the above insurance shall be borne by the Licensee.

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

*Village of Nyack
9 North Broadway
Nyack NY 10960*

Indemnification and Hold Harmless Agreement

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

Print Name: JOHN BURNS PATTERSON Signature: 

Company Name (if applicable): HISTORIC HUDSON RIVER TOWNS INC.

Date: 5/9/26

Please sign, date and return to:

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

July 26, 2026

Village of Nyack
Mayor and Trustees
9 North Broadway
Nyack NY 10960

Attn: Andy Stewart – Village Administrator

Re: Village of Nyack Senior Center Roof Replacement
NYK 0227

Dear Mayor and Trustees,

Bids were received on July 16, 2026, for the above captioned project. There were nine bids returned. A Bid Summary is attached. The bid was structured with a Base Bid. VAD Contractors is the low bidder with a total contract sum of \$45,800.

We have contacted several of the references provided by VAD Contractors including roofing projects they performed for the Oyster Bay Housing Authority, and the Town of Hempstead Housing Authority. All contacts indicated CFF to be a reliable roofing contractor with good workmanship and projects completed on time.

Based on the references and subsequent questions to VAD to confirm scope, we can recommend awarding the project to VAD.

The original bid documents are being returned to the Village Clerk, and bid bonds which shall be returned to all contractors.

Very truly yours,



Kevin Yereance, - Project Manager
Weston & Sampson, PE, LS, LA, Architects PC

CC: Linda Donnelly- Village Clerk
Dennis Michaels, Esq.

Y:\VILLAGES\NYK Village of Nyack\NYK0198 VH Roof\Rec of Award letterhead.docx



Project NYK0227; ENG26-0604

Project Description Senior Center Renovation

Roof Replacement

Date 7/17/2026

By Devon Palmieri

			VAD Contracting		Precision Roofing		Armor-Tite Construction		360 United Construction		Niko K Construction	
Pay Item #	Unit	Qty	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1. ROOFING WORK	LS	1	\$45,800	\$ 45,800.00	\$77,700	\$ 77,700.00	\$79,000	\$ 79,000.00	\$74,500	\$ 74,500.00	\$98,000	\$98,000.00
TOTAL BASE BID AMOUNT				\$ 45,800.00		\$ 77,700.00		\$ 79,000.00		\$74,500.00		\$98,000.00

			AM Restoration		Rudna Construction		Lisi Contracting		Frank Stevens & Sons			
Pay Item #	Unit	Qty	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended		
1. ROOFING WORK	LS	1	\$65,500	\$ 65,500.00	\$215,000	\$ 215,000.00	\$64,900	\$ 64,900.00	\$67,000.00	\$67,000.00		
TOTAL BASE BID AMOUNT				\$ 65,500.00		\$ 215,000.00		\$ 64,900.00		\$67,000.00		



Weston & Sampson, PE, LS, LA, Architects, PC
74 Lafayette Avenue, Suite 501, Suffern, NY 10901
Tel: 845-357-4411

July 26, 2026

Village of Nyack
Mayor and Trustees
9 North Broadway
Nyack NY 10960

Attn: Andy Stewart – Village Administrator

Re: Village of Nyack Senior Center HVAC Improvements
NYK 0227

Dear Mayor and Trustees,

Bids were received on July 16, 2026, for the above captioned project. There were nine bids returned. A Bid Summary is attached. The bid was structured with a Base Bid. GH Coolong Corp. is the low bidder with a total contract sum of \$115,000.

We have contacted several of the references provided by GH Cooling Corp. All contacts indicated GH Cooling to be a reliable contractor with good workmanship and projects completed on time.

Based on the references and subsequent questions to GH Cooling to confirm scope, we can recommend awarding the project to GH Cooling.

The original bid documents are being returned to the Village Clerk, and bid bonds which shall be returned to all contractors.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kevin Yereance", with a long horizontal line extending from the end.

Kevin Yereance, - Project Manager
Weston & Sampson, PE, LS, LA, Architects PC

CC: Linda Donnelly- Village Clerk
Dennis Michaels, Esq.

Y:\VILLAGES\NYK Village of Nyack\NYK0198 VH Roof\Rec of Award letterhead.docx



Project NYK0227; ENG26-0604

Project Description Senior Center Renovation

HVAC Improvements

Date 7/17/2026

By Devon Palmieri

Pay Item #	Unit	Qty	TMB Service		Bertussi Contracting		AM Restoration		ACS System Associates		Airtac	
			Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1. MOBILIZATION	LS	1	\$24,000	\$ 24,000.00	\$4,000	\$ 4,000.00	\$10,000	\$ 10,000.00	\$15,000	\$15,000.00	\$49,500	\$49,500.00
2. DEMOLITION OF AIR HANDLERS AND COMPRESSOR / CONDENSER UNITS	LS	1	\$9,000	\$ 9,000.00	\$7,939	\$ 7,939.00	\$25,000	\$ 25,000.00	\$10,000	\$10,000.00	\$26,000	\$26,000.00
3. NEW HEAT PUMP AND AIR HANDLING UNITS	LS	1	\$51,000	\$ 51,000.00	\$74,869.00	\$ 74,869.00	\$95,000	\$ 95,000.00	\$102,000	\$102,000.00	\$91,002	\$91,002.00
4. NEW HYDRONIC COILS, CONTROL VALVES AND PIPING	LS	1	\$29,000	\$ 29,000.00	\$19,925	\$ 19,925.00	\$30,000	\$ 30,000.00	\$50,000	\$50,000.00	\$26,500	\$26,500.00
5. ELECTRICAL WORK ASSOCIATED WITH THE PROJECT	LS	1	\$19,000	\$ 19,000.00	\$18,000	\$ 18,000.00	\$25,000	\$ 25,000.00	\$18,000	\$18,000.00	\$17,000	\$17,000.00
TOTAL BASE BID AMOUNT				\$ 132,000.00		\$ 124,733.00		\$ 185,000.00		\$195,000.00		\$210,002.00

Bid Amount \$177,000.00

Pay Item #	Unit	Qty	GH Cooling Corp.		Joe Lombardo							
			Unit Price	Extended	Unit Price	Extended						
1. MOBILIZATION	LS	1	\$10,000	\$ 10,000.00	\$15,000	\$ 15,000.00						
2. DEMOLITION OF AIR HANDLERS AND COMPRESSOR / CONDENSER UNITS	LS	1	\$20,000	\$ 20,000.00	\$36,000	\$ 36,000.00						
3. NEW HEAT PUMP AND AIR HANDLING UNITS	LS	1	\$50,000	\$ 50,000.00	\$85,985.00	\$ 85,985.00						
4. NEW HYDRONIC COILS, CONTROL VALVES AND PIPING	LS	1	\$20,000	\$ 20,000.00	\$35,000	\$ 35,000.00						
5. ELECTRICAL WORK ASSOCIATED WITH THE PROJECT	LS	1	\$15,000	\$ 15,000.00	\$35,000	\$ 35,000.00						
TOTAL BASE BID AMOUNT				\$ 115,000.00		\$ 206,985.00						

July 26, 2026

Village of Nyack
Mayor and Trustees
9 North Broadway
Nyack NY 10960

Attn: Andy Stewart – Village Administrator

Re: Village of Nyack Senior Center Interior Renovations
NYK 0227

Dear Mayor and Trustees,

Bids were received on July 16, 2026, for the above captioned project. There were nine bids returned. A Bid Summary is attached. The bid was structured with a Base Bid and Alternate Bids. GPA Environmental Group is the low bidder considering the sum of the Base Bid + Alternate 1 – Replace Sliding Glass Doors with Windows & Hardie Siding \$134,136, or the Base Bid + Alternate 2 Replace Sliding Glass Doors with Windows & Brick \$130,591.

We have contacted several of the references provided by GPA Environmental Group including various renovation projects for the NYC Department of Education. All contacts indicated GPA to be a reliable contractor with good workmanship and projects completed on time.

Based on the references and subsequent questions to GPA to confirm scope, we can recommend awarding the project to GPA.

The original bid documents are being returned to the Village Clerk, and bid bonds which shall be returned to all contractors.

Very truly yours,



Kevin Yereance, - Project Manager
Weston & Sampson, PE, LS, LA, Architects PC

CC: Linda Donnelly- Village Clerk

Dennis Michaels, Esq.

Y:\VILLAGES\NYK Village of Nyack\NYK0198 VH Roof\Rec of Award letterhead.docx



Project NYK0227; ENG26-0604

Project Description Senior Center Renovation

Interior Renovations

Date 7/17/2026

By Devon Palmieri

			AM Restoration		GPA Environmental Group		Lisi Contracting Inc.		VAD Contractors	
Base Bid										
Pay Item #	Unit	Qty	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1. MOBILIZATION	LS	1	\$12,500	\$ 12,500.00	\$5,958	\$ 5,958.00	\$10,000	\$ 10,000.00	\$5,000	\$5,000.00
2. LADIES WASHROOM RENOVATION	LS	1	\$76,000	\$ 76,000.00	\$72,513	\$ 72,513.00	\$85,000	\$ 85,000.00	\$125,000	\$125,000.00
3. ALUMINUM WINDOWS - APPROX. 4 FT-11.5 IN., (2)	LS	1	\$20,000	\$ 20,000.00	\$11,122.00	\$ 11,122.00	\$9,000	\$ 9,000.00	\$7,000	\$7,000.00
TOTAL BASE BID AMOUNT				\$ 108,500.00		\$ 89,593.00		\$ 104,000.00		\$137,000.00
Alternate #1										
1. REPLACE EX. SLIDING DOORS WITH ALUMINUM WINDOWS - APPROX. 8 FT-3 IN., WITH HARDIE-SIDING RESTORATION, QUANTITY 3	LS	1	\$51,500	\$ 51,500.00	\$44,543.00	\$ 44,543.00	\$99,000	\$ 99,000.00	\$19,000	\$19,000.00
TOTAL ALTERNATE BID 1 AMOUNT				\$ 51,500.00		\$ 44,543.00		\$ 99,000.00		\$19,000.00
Alternate #2										
1. REPLACE EX. SLIDING DOORS WITH ALUMINUM WINDOWS - APPROX. 8 FT-3 IN., WITH BRICK FACADE RESTORATION TO MATCH EX. FACADE, QUANTITY 3	LS	1	\$61,000	\$ 61,000.00	\$40,998	\$ 40,998.00	\$125,000	\$ 125,000.00	\$24,000	\$ 24,000.00
TOTAL ALTERNATE BID 2 AMOUNT				\$ 61,000.00		\$ 40,998.00		\$ 125,000.00		\$24,000.00
TOTAL BASE BID AMOUNT				\$ 108,500.00		\$ 89,593.00		\$ 104,000.00		\$ 137,000.00
TOTAL BASE BID & ALT 1 AMOUNT				\$160,000.00		\$134,136.00		\$203,000.00		\$156,000.00
TOTAL BASE BID & ALT 2 AMOUNT				\$169,500.00		\$130,591.00		\$229,000.00		\$161,000.00

DATE	June 15, 2026
PROPOSAL FOR	Village of Nyack
CONTACT(S)	Jose Rand, Mayor
SERVICE	Grant Consultation, Research & Writing
FEE	\$100/hour for 20 hours for 6-months
PRESENTED BY	Steve Densmore, President 845-234-8713 sdensmore@choicewordspr.com

ABOUT CHOICE WORDS

Choice Words was formed in 2010 in response to a persistent need for strategic communications services in the Hudson Valley and NYC Metro area. Today its diverse client base includes nonprofits, businesses, and municipalities throughout the Hudson Valley and beyond. Choice Words has helped its clients secure more than **\$220 million** in grant awards to date, from a variety of federal, state, and private sources.

Choice Words has worked with numerous nonprofits and other entities. Some notable examples include:

- **\$5.6 million** for Jawonio
- **\$2.1 million** for YWCA of White Plains & Central Westchester
- **\$1.6 million** for Guardian Revival
- **\$1.5 million** for the Anderson Center for Autism
- **\$1.3 million** for Patient AirLift Services (PALS)
- **\$1.1 million** for Hudson Valley LGBTQ Community Center
- **\$426,000** for Greystone Programs
- **\$350,000** for Community Based Services
- **\$328,000** for New York Medical College
- **\$250,000** for Family Services
- **\$230,000** for People USA
- **\$206,000** for the Westchester Institute for Human Development
- **\$200,000** for the Arc of Ulster-Greene
- **\$136,500** for the Westchester Independent Living Center

The Choice Words team is able to quickly and efficiently cull information from a variety of sources, learn pertinent subject matter, and locate supporting data. It plans sufficient time to present clients with drafts and works with all members of the team to incorporate changes. Choice Words is organized: it keeps track of all employee hours and presents accurate and comprehensive invoices on time. Its experience with grant applications ranging from simple online forms to complicated federal funding opportunities makes Choice Words familiar with the potential challenges associated with these applications.

DUTIES / TERMS

Choice Words, LLC is prepared to begin work immediately to assist Village of Nyack with its fundraising efforts: Choice Words will conduct a thorough funder search targeting federal, state, and local funding sources to support Village of Nyack's mission and goals. Using a variety of research methods, resources, and databases, Choice Words will identify and vet pertinent grants and funding opportunities, and will present Village of Nyack with an organized and comprehensive list of potential funders. Upon completion, Choice Words' representatives will meet with Village of Nyack to review the funder report and develop an action plan prioritizing grant writing and funding targets. Choice Words will diligently develop text for submission-ready letters of inquiry (LOIs), online funding requests, and full grant proposals, and file them in a timely manner.

COMPENSATION

Choice Words would accomplish this work at a base rate of \$100/hour for approximately 20 hours per month during the 6-month contract period. Prior to beginning work, Choice Words would seek a retainer payment equal to one month of the expected number of hours to be performed under this contract (\$2,000). Afterward, Choice Words will invoice monthly for 20 hours of work each month until the contracted hours have been completed. This agreement will be renewable at the client's discretion. Choice Words will not increase the hours beyond the scope of this agreement without first receiving written authorization.



VILLAGE OF NYACK MEMORIAL PARK USAGE PERMIT REQUEST

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

☐ Application form complete
☐ Liability release and rules agreements signed

☒ Certificate of Insurance
☐ Driver's License copy

APPLICANT/LICENSEE

NAME Nyack High School

ADDRESS 360 Christian Herald Rd.

CITY Nyack STATE NY ZIP CODE 10960

DAYTIME PHONE # 845-353-7100 EMAIL: kkleinman@nyackschools.org

DATE(S) REQUESTED: 10/6/26 TIME: From 9 AM to 2 PM

(Rain date: / /)

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

☒ Lower Lawn ☒ Memorial/Nyack Creek

Description of the nature of the activity/purpose: A Day in the Life of the Hudson River County-wide data collection run by Lamont-Doherty + the Dept. of Environmental Conservation.

Number of Attendees/Participants: 80

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

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

Village Board Approved: Yes ☐ No ☐

Date: / /

Signature:

MEMORIAL PARK RULES AND REGULATIONS

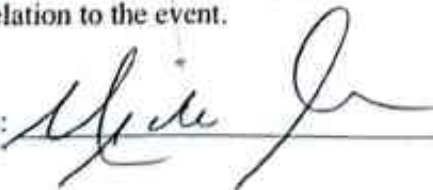
1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked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

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

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

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

Signature: _____



Date: _____

4/23/2020

Insurance Requirements for Use of Village Owned Property

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

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

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

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

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

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

*Village of Nyack
9 North Broadway
Nyack NY 10960*

Indemnification and Hold Harmless Agreement

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

Print Name: Nicole Saverio Signature: Nicole S

Company Name (if applicable): Nyack High School

Date: 4/23/2026

Please sign, date and return to:

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

Rockland Council

Prevention & Recovery

July 20, 2026

Dear Joe Rand

The Rockland Council is expanding access to naloxone throughout Rockland County through the placement of Community Naloxone Stands in community settings where they can have the greatest impact.

Based on your organization's role in the community, we would like to explore the possibility of partnering with you to host one of these stands. There is no cost to participate. The Rockland Council will provide the stand, supply the naloxone, and coordinate replenishment.

If your organization is interested in hosting a stand, we would ask that you identify a location within your facility where it will be most visible and accessible, and designate a primary contact for ongoing communication. Host sites would notify the Rockland Council when supplies are running low and, if assisting with restocking, record the number of naloxone kits added for inventory tracking purposes.

We aim to make participation as simple as possible. The Rockland Council will supply the naloxone and coordinate replenishment to help ensure the stand remains stocked and available to the community.

We would welcome the opportunity to discuss this initiative with you and answer any questions you may have. If you are interested in learning more or discussing a potential host site, please contact Nancy Taylor, Director of Recovery Services, at ntaylor@rcadd.org.

Thank you for your consideration and for all you do to support our community.

Sincerely,

Linda Ferdico

Linda Ferdico
Executive Director

Rockland Council

— Prevention & Recovery —

www.rcadd.org

HOST A COMMUNITY NALOXONE STAND

— Expanding Access. Saving Lives. —

The Rockland Council is expanding access to naloxone throughout Rockland County through the placement of Community Naloxone Stands in community settings where they can have the greatest impact.

BARNEY JUNIOR



CAPACITY
Approximately
58 Boxes of
Naloxone



DIMENSIONS
16" W x 14" D
x 40" H



WEIGHT
30 lbs
(approx.)

BARNEY 3



CAPACITY
Approximately
74 Boxes of
Naloxone



DIMENSIONS
21" W x 15" D
x 43" H



WEIGHT
24.4 lbs
(approx.)

WHAT THE ROCKLAND COUNCIL WILL DO



Provide the naloxone stand



Supply the naloxone



Coordinate replenishment



Provide ongoing support

HOST SITE RESPONSIBILITIES



Identify a location within your facility where it will be most visible and accessible.



Designate a primary contact for ongoing communication.



Notify the Rockland Council when supplies are running low.



If assisting with restocking, record the number of naloxone kits added for inventory tracking purposes.

INTERESTED IN LEARNING MORE?



Nancy Taylor

Director of Recovery Services

✉ ntaylor@rcadd.org

We would welcome the opportunity to discuss this initiative with you and answer any questions you may have.

Please contact Nancy Taylor.

TOGETHER, WE CAN PREVENT OVERDOSE. TOGETHER, WE CAN SAVE LIVES.

From: Samantha H <sdavison513@gmail.com>
Sent: Wednesday, July 22, 2026 3:46 PM
To: Andy Stewart <Administrator@nyack.gov>; Joe Rand <joerand@nyack.gov>
Subject: DPW Appreciation

This email originated from outside of the organization.

Hello! I wanted to reach out and share some appreciation for the DPW. I have used the “report an issue” form on the Nyack website multiple times and I am always pleasantly surprised by how quickly the DPW fixes the issue. I most recently reported downed parking sign and within days saw it back up in place.

Thanks to the crew for their hard work!

Sincerely,

Samantha Heerlein

NYACK

Let's Keep It RAT FREE!

Nyack has a lot going for it—historic charm, vibrant neighborhoods, and a beautiful location on the Hudson River.

Unfortunately, those same features can also make it attractive to rats, which thrive in urban environments where food, water, and shelter are readily available. All Village streets connect to both downtown and the river, which makes **ALL RESIDENTS** vulnerable, even the most distant from Main Street.

The good news is that a few proactive steps can make a big difference in keeping rats away from your property and help protect the community at large.

**RATS DON'T
RECOGNIZE
PROPERTY LINES.**
But together,
Residents can make
Nyack less
inviting!

THE TOP 5 THINGS **ALL RESIDENTS** CAN DO TO KEEP RATS AWAY

1

CUT OFF THE BUFFET:

Eliminate Food Sources



What to do:

- Store garbage in sturdy containers with tight-fitting lids. See Village code 291-9.
- Elevate and/or fully screen vegetable beds.
- Remove bird feeders whenever possible and always if rats are active.
- Clean up fallen fruit, birdseed, and outdoor pet food.
- Store compost in sturdy containers with tight-fitting lids.
- Fix leaking faucets and eliminate standing water.

Why it works:

No food, no reason to stay. A rat looking for dinner is much less interested in a property that has taken itself off the menu.

2

TAKE AWAY THEIR HIDEOUTS

Remove Harborage



What to do:

- Trim shrubs and vegetation away from the ground.
- Remove piles of wood, cardboard, debris, and unused materials.
- Store firewood off the ground and away from buildings.
- Thin out ivy and other dense ground cover.

Why it works:

Rats prefer first-class accommodations. When you eliminate their favorite hiding spots, your property becomes a lot less appealing.

3

RAT-PROOF YOUR HOME

Seal Entry Points



What to do:

- Seal gaps around pipes, vents, and utility lines.
- Repair damaged screens and door sweeps.
- Inspect foundations, roofs, and soffits for openings.
- Use durable materials such as metal flashing or hardware cloth.

Why it works:

The goal is simple: make sure the only thing moving into your home is you.

4

REMOVE THE RATS THAT ARE ALREADY THERE

Remove Existing Rats



If rats have already moved in, prevention alone won't solve the problem. Existing populations must be removed. Consult an exterminator, when possible, to find the best safe solution which works for your home and property.

What to do:

- Use multiple trapping solutions along walls and known travel routes.
- Set several traps at once rather than relying on one or two.
- Continue trapping until activity stops.

Why it works:

Trapping provides immediate results and lets you measure progress. Think of it as sending a clear message that vacancies are no longer available.

5

STAY VIGILANT: MONITOR AND MAINTAIN

Monitor and Maintain



What to do:

- Watch for droppings, burrows, gnaw marks, and rub marks.
- Check traps regularly.
- Inspect fence lines, sheds, decks, and foundations.
- Address new signs of activity quickly.

Why it works:

The sooner you spot a problem, the easier it is to solve. A small rat issue is much easier to handle than a thriving rat neighborhood.



A STRONGER COMMUNITY Means Fewer Rats.

Rat control is truly a community effort. Rats don't recognize property lines, and a single neglected food source or harborage area can support activity well beyond one yard. When residents work together to eliminate attractants and maintain their properties, the entire village becomes less inviting to rats. Every secured garbage can, sealed entry point, and cleaned-up yard contributes to a healthier, cleaner, and more rat-resistant community for everyone.

Many homeowners immediately think of poison when they think of rat control. While safely deployed poison can reduce populations, long-term success comes from four fundamentals: sanitation, exclusion, habitat reduction, and finally rat removal.



Please follow
Village Code §291-9:
Store garbage in
secure containers.

LET'S WORK TOGETHER

Keep Nyack Beautiful.

Keep Nyack Healthy.

Keep Nyack RAT FREE!

