

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

August 27, 2026 7:00 pm

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

www.nyack.link/youtube

1. **Pledge of Allegiance**
2. **Mayor Rand's Remarks and Comments from the Village Board of Trustees**
3. **Public Comment on Any Topic (1-3 minutes depending on the quantity of speakers)**
4. **Presentation:**
5. **Public Hearing –**

7:30 PM – Public Hearing to consider 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.

6. **Adoption of Minutes – Minutes 7/30/26**
7. **Action Items**

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

7.1 Resolution No. 2026-156 Resolution of the Nyack Village Board Accepting Audited Voucher Summary

WHEREAS, the Audited Voucher Summary was presented to the Nyack Village Board of Trustees at its regularly scheduled meeting of August 27, 2026.

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

General Fund\$416,820.60

Parking Fund\$ 50,436.16
Water Fund\$ 14,362.16
Capital Projects Fund\$370,733.70

7.2 Resolution No. 2026-157 Resolution of the Board of Trustees of the Village of Nyack Rescinding Resolution No. 2026-128 Creating the Position of Land Use Boards Secretary

WHEREAS, on June 25, 2026, the Village Board of Trustees adopted Resolution No. 2026-128, which approved an application to the Rockland County Department of Personnel for the creation of the position of Land Use Boards Secretary;

WHEREAS, the Village Board now finds it necessary and appropriate to rescind Resolution No. 2026-128 in its entirety;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees hereby rescinds Resolution No. 2026-128 in its entirety;

BE IT FURTHER RESOLVED that any actions taken pursuant to Resolution No. 2026-128, including communications or applications submitted to Rockland County Civil Service or the Rockland County Department of Personnel, are hereby withdrawn and declared null and void.

7.3 Resolution No. 2026-158 Resolution of the Board of Trustees of the Village of Nyack Authorizing Renewal of Property and Casualty Insurance with Brown & Brown

WHEREAS, the Village of Nyack requires property and casualty insurance to protect Village assets and operations; and

WHEREAS, Brown & Brown has submitted a renewal proposal for the policy period August 18, 2026 through August 18, 2027, at a total cost of \$442,916.45; and

WHEREAS, funds are appropriated as follows:

General Fund	50%
Water Fund	40%
Parking Authority	10%

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby authorizes renewal of the Village's property and casualty insurance coverage with Brown & Brown for the policy period August 18, 2026 through August 18, 2027; and

BE IT FURTHER RESOLVED that the Village Treasurer is authorized and directed to issue payment consistent with the appropriated fund allocations.

7.4 Resolution No. 2026-159 – Resolution of the Nyack Village Board of Trustees Establishing the Position of Secretary I in the Building Department

RESOLVED, the Board of Trustees of the Village of Nyack hereby establishes the position of Secretary I in the Building Department at a rate of \$30.00 per hour, subject to final review and approval by the Rockland County Department of Personnel, and the further negotiation of this title into the labor contract with the IBEW.

7.5 Resolution No. 2026-160 – Resolution of the Nyack Village Board of Trustees Appointing Mary Screene to the Position of Secretary I

WHEREAS, the Secretary I position requires advanced clerical skills, independent judgment, and management of departmental records and reports as described in the civil service job specification; and

WHEREAS, the position also supports the Village's land use boards by preparing agendas and packets, maintaining files, recording minutes, managing public notices, and coordinating with applicants and professionals; and

WHEREAS, Mary Screene's extensive experience in the Senior Clerk Typist title demonstrates her ability to perform these responsibilities efficiently and at a level that meets the needs of both the Building Department and the land use boards;

RESOLVED, the Board of Trustees of the Village of Nyack hereby appoints Mary Screene to the position of Secretary I in the Building Department at an annual salary of \$80,000 subject to approval by the Rockland County Department of Personnel.

7.6 Resolution No. 2026-161 – Resolution of The Nyack Village Board of Trustees Accepting Auction Results for Surplused Department of Public Works Vehicles

WHEREAS, by Resolution Nos. 25-144, 25-145, 25-146, and 2025-147, duly adopted on August 21, 2025, the Village Board declared Department of Public Works vehicles Nos. 18, 21, 27, and 32 to be surplus and authorized their sale by auction through Auctions International; and

WHEREAS, Auctions International has completed the auction of these vehicles, resulting in the highest bids as follows:

- Truck #27 – 2004 International Dump/Plow
VIN #1HTWEADR54J092932 \$ 3,050.00
- Truck #21 – 2016 Chevrolet Pick Up
VIN #1GC0KYEG9GZ358573 \$ 3,550.00
- Truck #32 – 2001 International Dump/Garbage Truck
VIN 1HTGHADT21H386718 \$ 3,550.00
- Truck #18 – 2005 International Dump/Roll-Off Truck
VIN #1HTWDAZR55J006290 \$13,300.00

NOW, THEREFORE, BE IT RESOLVED that the Nyack Village Board of Trustees hereby accepts the auction results totaling \$23,450.00, authorizes the sale and transfer of the vehicles, and directs the Department of Public Works to complete said transfers.

7.7 Resolution No. 2026-162 Resolution of The Nyack Village Board of Trustees Accepts Naloxone Distribution Kiosks (2) for Location on Public Property

RESOLVED, Nyack Village Board of Trustees hereby accepts the proposal by the Rockland Council Prevention and Recovery to locate two free Naloxone Distribution Stands in downtown Nyack, on public property in the vicinity of Main Street, specific sites to be determined by the Village Administrator, kiosks to be owned and maintained by the Rockland Council Prevention and Recovery.

7.8 Resolution No. 2026-163 Resolution of the Nyack Village Board Approving 24th Annual “A Day in the Life of the Hudson” Event in Memorial Park on Tuesday, October 6, 2026

WHEREAS, the 24th Annual “River Day” is a science activity for Nyack School District students recognized as advancing NYS science school science curriculum standards and core curriculum that uniquely requires direct access to the Hudson River waterfront for gathering scientific data on water quality and wildlife; this event achieves the rigor involved in taking data, analyzing it, and deriving conclusions, while solidifying their relationship with the ecosystems within their own backyard, instilling in them the desire to be good stewards of their town,

RESOLVED, the Board of Trustees approves “River Day” permit for Memorial Park for an event on October 6, 2026, subject to sufficient insurance indemnification and anticipates a public presentation of a report from students to the Board of Trustees on their findings.

7.9 Resolution No. 2026-164 Resolution of the Nyack Village Board Approving Application for Permit for Field Games and Picnic in Memorial Park Sponsored by Romaniel Louis, on August 30, 2026.

RESOLVED, the Board of Trustees approves Field Games and Picnic Event in Memorial Park Sponsored by Romaniel Louis, on Sunday, August 30, 2026, 1-6 PM, Upper Lawn, subject to sufficient insurance indemnification.

7.10 Resolution No. 2026-165 Resolution of the Nyack Village Board Approving Application for Permit for Craft Fairs on Upper Lawn and Hezekiah Easter Veterans Square and Parking Lot, Saturday-Sunday, October 3-4, 2026

RESOLVED, the Board of Trustees approves the two craft fairs sponsored by Trade and Prosper/Louise Newsome, on Upper Lawn and Hezekiah Easter Veterans Square and Parking Lot, Saturday-Sunday, October 3-4, 2026, including application of temporary

sidewalk decals for the “walk” between fairs, subject to sufficient insurance indemnification.

7.11 Resolution No. 2026-166 Resolution of the Nyack Village Board Approving Application for Permit for Community Unity Event in Hezekiah Easter Veterans Square and Parking Lot, Saturday, September 5, 2026.

RESOLVED, the Board of Trustees approves a permit application from Tyrone Williams for a Community Unity event in Hezekiah Easter Veterans Square and Parking Lot, Saturday, September 5, 2026, rain date Sunday, September 6, subject to sufficient insurance indemnification and reimbursement of DPW costs for lot closure.

7.12 Resolution No. 2026-167 Resolution of the Nyack Village Board of Trustees Approving Grant Under the Nyack Hotel Tax Tourism Grant Program

WHEREAS, The Board of Trustees, in recognition of the importance of tourism to local economic development, recently adopted a local law providing for a Hotel Bed Tax in order to fund tourism promotion projects, intends to allocate 50% of this tax revenue, minus an administrative cost of 8%, to tourism promotion projects, and

WHEREAS, The Board of Trustees delegated to the Nyack Business Council the responsibility to advise the Board of Trustees on funding decisions in response to applications for Nyack Tourism Grants, and contracted with Visit Nyack to administer the grant program on behalf of the Village, and the Business Council has received, reviewed and discussed applications, including presentations by applicants to the Business Council; therefore

WHEREAS, the Board of Trustees on July 27, 2026, voted to fund \$46,550 in grant applications,

RESOLVED, the Board of Trustees approves an additional grant of \$1,500 to Tyrone Williams for his “Unity in the Community” public event planned for Saturday, September 5, 2026, and directs the Village Administrator to execute all necessary agreements, subject to the review of the Village Attorney,

7.13 Resolution No. 2026-168 Resolution of the Nyack Village Board Approving Construction of Two Shade Awnings for Benches at the Skatepark in Memorial Park

WHEREAS, Jamaal Bey, AKA “Skateboard Wizard” has proposed a privately funded shade awning improvements on the skatepark, the Board of Trustees has reviewed a memo on the topic with renderings from the Village Administrator, and the Parks Commission has provided feedback in support of the improvement,

RESOLVED, the Board of Trustees approves the proposed privately funded shade

awning improvements on the skatepark, subject to review and approval of design by Village Engineering consultant and directs the Village Administrator to provide any necessary support to Mr. Bey.

7.14 Resolution No. 2026-169 Village of Nyack Board of Trustees Resolution Approving Implementation of an Agreement with the YMCA to Provide Basketball and Football Programming to Nyack Youth

WHEREAS, the Village received a notice of award on July 17, 2026, of a \$30,000 grant from NYS Office of Children and Family Services to fund youth basketball and football programming, via the office of Assemblyman Patrick Carroll,

WHEREAS, the YMCA has expertise in youth sports and has an existing program of indoor/air conditioned summer basketball camp and has proposed an additional basketball and football program to take place in Nyack Memorial Park basketball court and at the Nyack Middle School fields on a “drop-in” basis for Nyack youth,

RESOLVED, the Board of Trustees approves a program agreement with the YMCA for free basketball and football programming for Nyack youth, and furthermore, approves YMCA exclusive use of the basketball court in Memorial Park on dates to be determined, and the allocation of the NYS grant to cover the costs of this programming for Nyack youth, and directs the Village Administrator to execute a program funding agreement with the YMCA for this purpose, subject to Village Attorney review as to form.

7.15 Resolution No. 2026-170 Resolution of the Board of Trustees of the Village of Nyack Approving a Refund for Overpayment on a Parking Ticket

The Village of Nyack Parking Authority has determined that James Malone of Pomona, NY, overpaid \$25.00 on parking ticket #9101859336, paid online.

The Board of Trustees approves reimbursement of the \$25.00 overpayment and directs the Treasurer to issue and record the refund.

7.16 Resolution no. 2026-171 Resolution of the Board of Trustees of the Village of Nyack Accepting the Independent Accountant’s Report for the 2024-2025 Justice Court Audit Prepared by Nugent & Haeussler, P.C.

RESOLVED, that the Village Board of the Village of Nyack hereby accepts the Independent Accountant’s Report for the 2024-2025 Justice Court Audit as prepared by Nugent & Haeussler, P.C., as submitted by the Village Treasurer.

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

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

9 Old Business

- 9.1 – Fireworks 2027 contract – choose either 7/3/27 for \$35K or 7/4/26 for \$35K plus 20%
- 9.2 – Stop signs for Cemetery Lane at High Ave and N. Midland at Sickles Ave.- Weston and Sampson report
- 9.3 – Memorial Park driveway – vehicle access for handicap parking – Weston and Sampson report

10 New Business

10.1 – Meeting Calendar 2027

January 14, 28
February 11, 25
March 11, 25
April 8, 22
May 13, 27
June 10, 24
July 22
August 26
September 9, 23
October 14, 28
November 11
December 6

10.2 – Clerk office staffing need

11 Communications

- 11.1 Chrissy Knapp, Nyack Parks Conservancy, special event permit and discussion of commemorative plaques and gazebo lighting.
- 11.2 Sonya Rogers and DeQuann Kerr, “Thank You” to Village and community for successful basketball event in Memorial Park
- 11.3 Sonya Rogers and DeQuann Kerr, park permit application for basketball event in Memorial Park, Saturday – Sunday, August 7-8, 2027, rain date, 8/15-8/16.
- 11.4 Lee Hoffman, Historical Society of the Nyacks, park permit application for Welles Crowther Memorial self-guided tour in Memorial Park Upper Lawn, September 27, 2026, 11:30 AM – 3:30 PM. – early action needed...
- 11.5 Francine Recine, Congregation Sons of Israel, park permit application for waterfront ceremony, 40 people, September 13, 2026, 4:30 PM – 6:00 PM. – early action needed...
- 11.6 Brent Baker, Music DJ, park permit application for Memorial Park gazebo, Sunday, September 13, 2026m,, 5-10 PM - early action needed...

12 Public Comment

13 Executive Session

14 Adjournment

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.



VILLAGE OF NYACK PARK USAGE PERMIT REQUEST

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

Fees:

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

Application Checklist:

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

PARK REQUESTED

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

Hezekiah Easter Veterans Memorial Square X

APPLICANT/LICENSEE

NAME Tyrone Williams
ADDRESS 16 Walden Ave Apt 13A
CITY Nyack STATE NY ZIP CODE 10960
DAYTIME PHONE # 845-721-5004 EMAIL: ynotmeent@gmail.com
DATE(S) REQUESTED: 9/5/26 TIME: From 2 AM/PM to until AM/PM
(Rain date: 9/6/26) or 9/7/26

Description of the nature of the activity/purpose (specify any equipment, vendors, food, tents, etc.): Community Black Party This event will bring residents, families, visitors, local businesses, nonprofits, and the community together.

Number of Attendees/Participants: _____

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

MEMORIAL PARK RULES AND REGULATIONS

I. Memorial Park Rules and Regulations

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

II. Summary of Applicable Code Sections Affecting Memorial Park Permits

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

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

**VIOLATIONS MAY SUBJECT A PERSON TO A FINE NOT EXCEEDING \$1,00.00 OR
IMPRISONMENT NOT EXCEEDING 15 DAYS OR BOTH.**

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

Signature: _____

Tyrone Williams

Date: _____

8/17/26

ONE VILLAGE. • ONE COMMUNITY. • ONE FUTURE.

FREE
ADMISSION!
FUN FOR THE
WHOLE FAMILY!

NYACK *Village* COMMUNITY *Together*

A DAY OF
UNITY
CULTURE
& COMMUNITY

LIVE ENTERTAINMENT • GREAT FOOD • LOCAL VENDORS
FAMILY FUN • COMMUNITY RESOURCES & MORE!



SATURDAY
SEPTEMBER 6TH, 2026



2:00 PM – 8:00 PM



**HEZEKIAH EASTER MEMORIAL PARK
(NYACK SQUARE)**
15 CEDAR STREET
NYACK, NY 10960



COMMUNITY
RESOURCES



HEALTH &
WELLNESS



CULTURAL
PERFORMANCES



NONPROFITS &
COMMUNITY
PARTNERS



FOOD & DRINK
DELICIOUS FOOD FROM
LOCAL RESTAURANTS
& FOOD VENDORS



**LIVE
ENTERTAINMENT**



KIDS ZONE
GAMES • BOUNCE HOUSES
FACE PAINTING & MORE!



SHOP LOCAL
VENDORS • ARTISANS
LOCAL BUSINESSES

Come Together. Celebrate Nyack.

SUPPORT LOCAL. STRENGTHEN COMMUNITY. BUILD OUR FUTURE.

PRESENTED BY:



**Help Me Help
Someone Inc**



TOGETHER WE CAN
MAKE A DIFFERENCE!

Building Stronger Communities
Through Service and Unity.

FOR MORE INFORMATION:



845-721-5004



HelpMeHelpSomeoneInc



helpmehelpsomeone_inc



www.helpmehelpsomeone.org



SCAN ME!
FOR UPDATES

THANK YOU TO OUR SPONSORS, PARTNERS & VOLUNTEERS!

#NYACKTOGETHER

#STRONGERTOGETHER

INTEROFFICE MEMORANDUM

TO: MAYOR RAND AND TRUSTEES

FROM: ANDY STEWART , VILLAGE ADMINISTRATOR

SUBJECT: SKATEBOARD PARK SHADE STRUCTURES PROJECT

DATE: JULY 30, 2026

Jamaal Bey, AKA “Skateboard Wizard”, who is one of the founders of the existing skatepark facility, and continues to offer coaching to youth skaters, has proposed the construction of shade structures or awnings to improve the park. In brief, skaters need a shady spot to sit while resting or waiting to skate. Mr. Bey obtained consultation from Ken Kimmel, of Dean’s Awnings, who has built many awnings in Nyack. Mr. Kimmel has provided preliminary designs and cost estimates. The total cost of the project is expected to be \$26,750. Mr. Bey is prepared to undertake a private fundraising effort toward this goal. See below for AI-generated renderings of the awnings proposed.

PROCUREMENT: as a privately funded project, the project is not subject to competitive bidding, but is subject to prevailing wage, according to Village Attny Michaels.

RECOMMENDATION: Circulate the concept to the Parks Commission for comment.



Mr. Bey, with Daniel Jean Gilles and Ken Kimmel





Nugent & Haeussler, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

ESTABLISHED 1925

101 Bracken Road
Montgomery, New York 12549
Tel (845) 457-1100
Fax (845) 457-1160
e-mail: nh@nhcpas.com

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Peter J. Bullis, CPA, FACFEI, DABFA
Christopher E. Melley, CPA
Gary C. Theodore, CPA
Julia R. Fraino, CPA
William T. Trainor, CPA
Mark M. Levy, CPA, CFP
Thomas R. Busse, Jr., CPA
Brent T. Napoleon, CPA
Jennifer L. Capicchioni, CPA
Patrick M. Bullis, CPA
Justin B. Wood, CPA
Richard P. Capicchioni, CPA

Norman M. Sassi, CPA
Walter J. Jung, CPA

To the Mayor and Members of the Village Board of the
Village of Nyack
9 N Broadway
Nyack, New York 10960

We have performed the procedures enumerated below, which were agreed to by the Village of Nyack's governing Board, solely to assist you in evaluating the financial and accounting practices and procedures of the Village of Nyack Justice Court as of May 31, 2025. Village of Nyack Justice Court's management is responsible for the financial and accounting practices and procedures. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed were as follows:

- 1) Interviewed and made inquiries of Justice Court personnel.
- 2) Observed Justice Court personnel in the ordinary course of performing their assigned functions.
- 3) Observed methods of safeguarding Justice Court assets and records.
- 4) Inspected a sample of cash receipt records and supporting documents.
- 5) Inspected a sample of cash disbursement records and supporting documents.
- 6) Inspected a sample of monthly bank account reconciliations.
- 7) Inspected a sample of bail listings.
- 8) Inspected a sample of monthly reports and remittances to the Justice Court Fund.

100th ANNIVERSARY

1925 - 2025

Our findings are as follows:

Judge Knoebel:

- 1) At the time of our procedures, there was not a consistent process during the year ended May 31, 2025 being followed by Justice Court personnel in the performance of their assigned functions. The Court should additionally follow the guidelines outlined in the *Handbook for Town and Village Justices and Court Clerks*.
- 2) Our procedures revealed that the Court has implemented procedures to address segregation of duties issues by separating the recording of fine amounts and the collection of fines. Although the Court has limited resources and personnel, they should continue to segregate these roles to the best of their ability.
- 3) As a result of our procedures, we found that deposits were not being made in a timely manner. Deposits are required to be made within 72 hours of collection. Efforts should be continued to ensure all deposits are made within the 72-hour guideline.
- 4) Our procedures found that formal monthly bank reconciliations for Justice Court fine and bail accounts are not being prepared by the Clerk and not being reviewed by the Judges. Timely and consistent bank reconciliations and approvals by the Judges should be performed as they are necessary to ensure completeness and accuracy.
- 5) As a result of our procedures, we found that the court does not maintain bail listings that agree to the corresponding reconciled Justice Court bank accounts. We recommend that the Justice Court reconciles the bail listing to the bail bank account on a monthly basis.
- 6) As a result of our procedures, we noted that the monthly reports to New York State were not being filed timely. The monthly submission is required to be sent by the 10th of the following month.
- 7) Some deposits listed on the cash receipt journals are reported in a different month than is reflected on the New York state report. We recommend the court clerk review the accuracy of the time period in which they are recording the cash receipt.

We were not engaged to, and did not conduct an examination, the objective of which would be the expression of an opinion on the sufficiency of the financial and accounting practices and procedures of the Village of Nyack Justice Court. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We would be happy to meet with Village personnel to discuss these findings in greater detail or to assist the Village in evaluating changes to resolve the issues identified.

This report is intended solely for the information and use of the Village of Nyack management, the Village Board and the Village of Nyack Justice Court and is not intended to be, and should not be, used by anyone other than these specified parties.

Nugent & Haeussler PC
NUGENT & HAEUSSLER, P.C.

Montgomery, New York
August 7, 2026

MEMORANDUM

TO: Andrew Stewart Village Administrator

FROM: Jeffrey Santacruce, PE* PTOE, Transportation Practice Lead
Sindhoora Kadya, PE (NY), PTOE Technical Specialist II

DATE: August 19, 2026

SUBJECT: Pedestrian Access Improvement Recommendations

At the request of village staff, Weston & Sampson performed a site visit at the intersections of Cemetery Lane at Polhemus Street and North Midland Avenue at Sickles Avenue to review existing pedestrian safety concerns. This memorandum outlines existing conditions and recommended pedestrian access improvements at each intersection.

North Midland Avenue and Sickles Avenue

Existing Conditions

The intersection of North Midland Avenue and Sickles Avenue currently operates under two-way stop control on the Sickles Avenue approaches only. Both Sickles Avenue approaches to the intersection have a stop sign and stop line. Marked crosswalks are provided across all four legs of the intersection. Land use in the vicinity of the intersection includes a hospital and residential neighborhoods.

Pedestrian Safety Improvements

Based on discussions with the Village, drivers on North Midland Avenue have not consistently yielded to pedestrians in the marked crosswalks, resulting in reported near-miss incidents. Based on field observations and discussions with Village staff, all-way stop control is recommended to improve driver awareness of pedestrian activity and increase opportunities for safe pedestrian crossings.

To improve pedestrian safety, it is recommended that stop signs be installed on the northbound and southbound North Midland Avenue approaches, and that "ALL WAY" plaques be added below all four stop signs to designate the all-way stop condition. Converting the intersection to all-way stop control would require all vehicles to come to a complete stop before entering the intersection, improving yielding conditions for pedestrians. White stop lines should also be painted on the North Midland Avenue approaches to supplement the proposed stop signs and reinforce the stop condition. Existing painted pedestrian symbols on North Midland Avenue in both directions should be removed to allow installation of the proposed stop lines.

See attached SK-1 for diagram showing proposed improvements.

Cemetery Lane and Polhemus Street

Existing Conditions

The intersection of Cemetery Lane and Polhemus Street is currently uncontrolled, i.e. currently operates without stop or yield control. Land use in the vicinity of the intersection includes a hotel, commercial properties, and several residential apartment buildings.

Pedestrian Access Improvements

Based on discussions with the Village, there is a concern that drivers on Cemetery Lane enter the intersection without consistently yielding to pedestrians crossing to the existing sidewalk along Polhemus Street. Our understanding is that many pedestrians using this crossing are young children walking to the school bus pickup location at the intersection of Polhemus Street and High Avenue. Sight distance is restricted for vehicles approaching the intersection from the west and south due to the existing retaining wall and adjacent property features. Because hotel traffic may include out-of-town guests unfamiliar with the area, unexpected pedestrian crossings may increase safety concerns at this location. The combination of limited visibility, pedestrian activity, and unfamiliar drivers accessing the hotel increases the potential for pedestrian-vehicle conflicts.

To improve pedestrian access and reinforce driver yielding behavior, it is recommended that a stop sign be installed on the Cemetery Lane eastbound approach. A white stop line should also be painted on the Cemetery Lane approach to supplement the stop sign and reinforce the stop condition. In addition, a 6-foot-wide marked crosswalk should be installed across Cemetery Lane at its intersection with Polhemus Street, connecting the Nyack Garden Apartments to the existing sidewalk along Polhemus Street. It is also recommended that a 4-foot-wide painted pedestrian path or walkway be established along the north side of Cemetery Lane to provide a defined pedestrian connection between the Riverview at Nyack and Nyack Garden Apartments driveways.

See attached SK-2 for diagram showing proposed improvements.

Conclusion

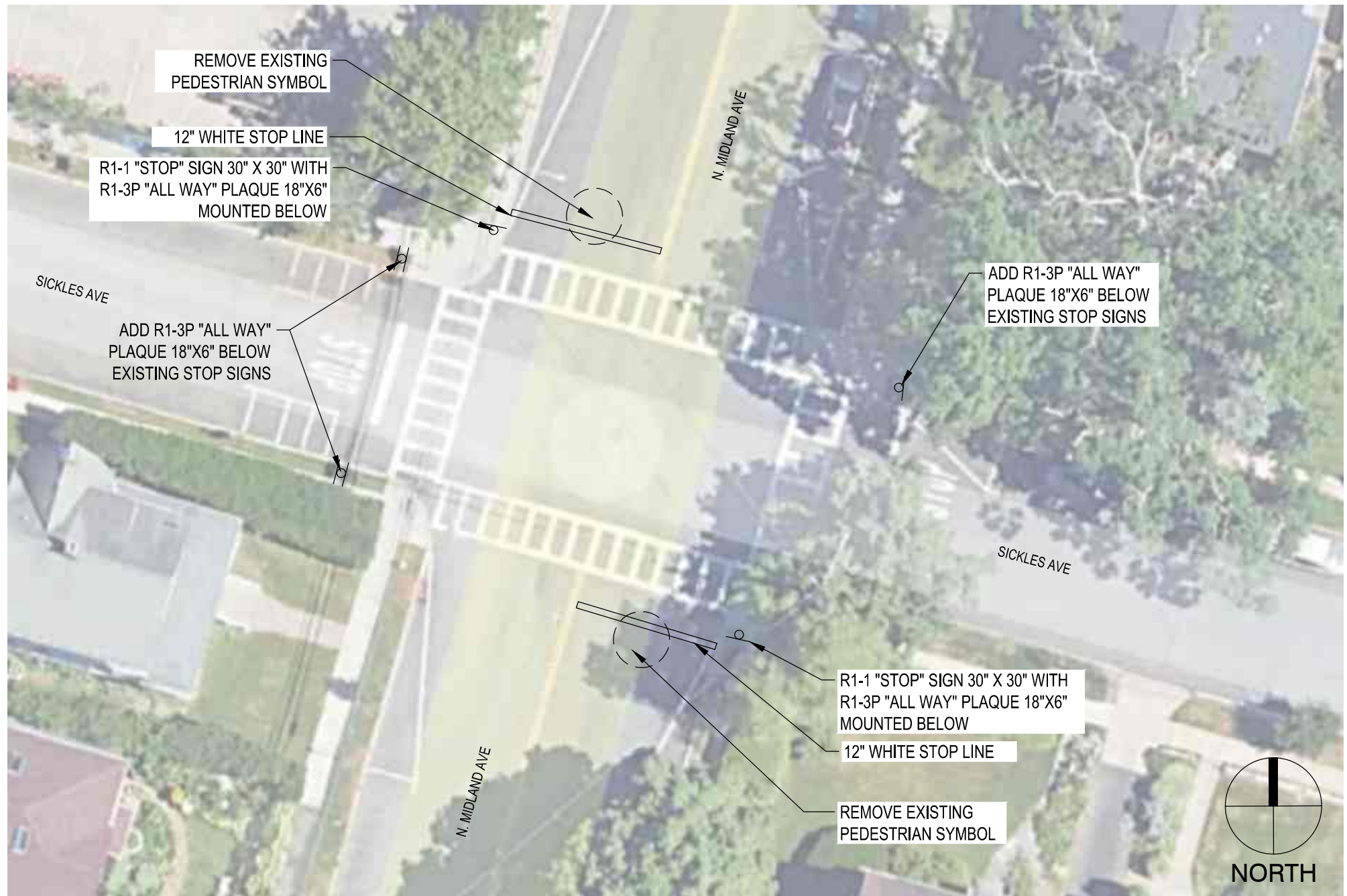
Based on field observations and discussions with Village staff, the recommended traffic control and pedestrian improvements are intended to enhance pedestrian visibility, reinforce driver yielding behavior, and improve pedestrian access at the reviewed locations.

Attachments

SK-1 - North Midland Avenue and Sickles Avenue

SK-2 - Cemetery Lane and Polhemus Street

* Jeff is currently licensed in the following states NH, VT, ME, MA, CT, RI, NC, SC, DE, GA, FL, TN, WV, VA



Weston & Sampson Engineers, Inc.
 1 Winners Circle, Suite 130
 Albany, NY 12205
 978.532.1900 800.SAMPSON
www.westonandsampson.com

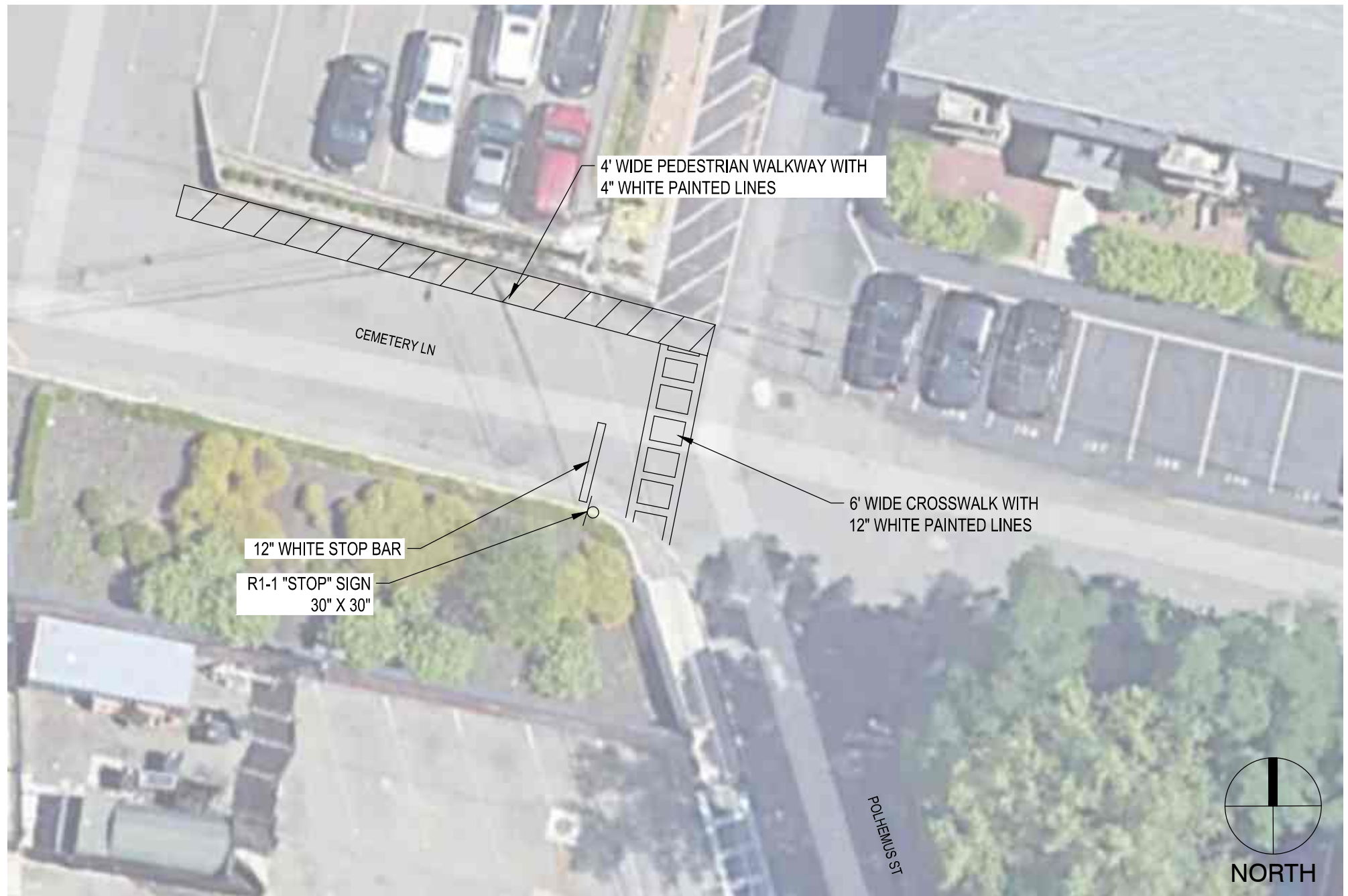
PEDESTRIAN ACCESS IMPROVEMENTS
 VILLAGE OF NYACK, NEW YORK

INTERSECTION OF NORTH MIDLAND AVE AND SICKLES AVE

Drawn by:
 MKS
 Approved by:
 JWS

Scale: N.T.S.
 AUGUST 18, 2026

SK-1



Weston & Sampson Engineers, Inc.
 1 Winners Circle, Suite 130
 Albany, NY 12205
 978.532.1900 800.SAMPSON
www.westonandsampson.com

PEDESTRIAN ACCESS IMPROVEMENTS VILLAGE OF NYACK, NEW YORK

INTERSECTION OF CEMETERY LN AND POLHEMUS ST

Drawn by:
 MKS
 Approved by:
 JWS

Scale: N.T.S.
 AUGUST 15, 2026

SK-2

MEMORANDUM

TO: Andrew Stewart, Village of Nyack Administrator

FROM: Daniel Biggs
Mikala Kortright-Sherman

DATE: 2026.08.18

SUBJECT: Memorial Park: Vehicular Access Options
Village of Nyack, New York

The following memorandum outlines two (2) options for providing limited vehicular access within Memorial Park to improve accessibility for patrons who have mobility limitations or require closer access to park amenities while maintaining the Village's objective of minimizing vehicular activity within the waterfront park.

Temporary (Short-Term) Vehicular Access

To temporarily allow vehicular access in Memorial Park, the following is recommended. Starting at the intersection of Piermont Ave and Depew Ave, a "NO BUSES" sign should be installed along with a sign stating, "LIMITED PARKING AT MEMORIAL PARK" and "LIMITED FOR PATRONS REQUIRING CLOSER ACCESS". A similar sign should be mounted on the existing gate posts at the park entrance reading "LIMITED PARKING AVAILABLE PAST THIS POINT. PARKING RESERVED FOR PATRONS REQUIRING CLOSER ACCESS".

At this point the existing access gate would remain open during park operating hours to allow vehicles down to the lower parking lot. To aid in pedestrian movement, a three-foot (3') striped pedestrian lane should be painted along the south side of the entrance drive. The striped pedestrian lane is intended to provide a clear delineation between pedestrian and vehicular travel paths and improve safety along the shared access route.

The three (3) easternmost parking spaces in the existing lot should be painted to accommodate two (2) ADA-accessible parking spaces and an associated access aisle/loading area meeting applicable ADA accessibility standards.

To control vehicles from continuing into the lot along the new park space temporary traffic barricades should be used to stop the flow of traffic. The proposed access configuration would also maintain access for emergency response, maintenance, and authorized service vehicles. "NO PARKING" signs and "NO MOTOR VEHICLES" signs should be installed at this location to clearly delineate where vehicular use is allowed in the park.

See attached sheet L100 for plan showing temporary vehicular access.

Permanent (Long-Term) Vehicular Access

Similarly to the temporary solution, signs should be posted at the Piermont Ave and Depew Ave intersection, as well as at the access gate at the park entrance. In addition to the three-foot (3') striped pedestrian lane painted along the south side of the entrance drive; "NO PARKING" signs should be installed at regular intervals along the driveway. The striped pedestrian lane is intended to provide a clear delineation between pedestrian and vehicular travel paths and improve safety along the shared access route.

To support the Village's mission to limit vehicular access along the river the existing parking spaces should be reduced and curbing should be realigned to reduce vehicular space and allow for increased park space. By concentrating parking near the western end of Depew Avenue and reducing the existing parking footprint, the Village can continue to provide necessary accessibility accommodations while minimizing vehicular presence within the waterfront portion of Memorial Park and maximizing available recreational open space.

The long-term access option proposes two (2) standard parking spaces and two (2) ADA-accessible parking spaces with the required accessible access aisle/loading area. These spaces should be located closer to the western end of Depew Ave, directly across from the playground and basketball court, further removing vehicles from the waterfront. The standards parking spaces should include a one hour limited paid parking (R7-20) sign and a pay station.

In replacement of the temporary barricades, a vehicular access gate should be installed that matches the gate located at the park entrance. A "NO PARKING" sign and a "NO MOTOR VEHICLES" sign should be installed within the gate area. The proposed access configuration would also maintain access for emergency response, maintenance, and authorized service vehicles.

See attached sheet L101 for plan showing permanent vehicular access.

Conclusion

Both alternatives provide a means of improving accessibility within Memorial Park while limiting vehicular circulation beyond designated areas. The temporary option offers a low-cost approach allowing the Village to evaluate usage patterns and operational needs prior to committing to permanent infrastructure improvements.

Attachments

L100 – Temporary (Short-term) Access Plan

L101 – Permanent (Long-term) Access Plan

\\westonandsampson\Projects\Nyack - Memorial Park\Drawings\Site Plan\Access\Access Plan.dwg 11/11/2025 10:17 AM



Project:

VILLAGE OF
Nyack
MEMORIAL PARK
4 DEPEW AVE
NYACK, NY

Weston & Sampson

Weston & Sampson PE, LS, LA, Architects, PC
1 Winners Circle, Suite 130
Albany, NY 12205
518.463.4400 800.SAMPSON
www.westonandsampson.com

Consultants:

Revisions:

No.	Date	Description

COA:

Seal:

Issued For:

Scale:

Date: AUGUST 2026
Drawn By: MSK
Reviewed By: DPB
Approved By: DPB
W&S Project No.: 26-1006
W&S File No.: ---

Drawing Title:
**MEMORIAL PARK -
TEMPORARY ACCESS**

Sheet Number:
L100

0' 8' 16' 32'

SCALE: 1" = 16'-0"

COPYRIGHT © 2025 WESTON & SAMPSON, INC.

[illegible]

COA:

Seal:

Issued For:

Scale: AS SHOWN

Date: AUGUST 2026

Drawn By: MSK

Reviewed By: DPB

Approved By: DPB

W&S Project No.: 26-1006

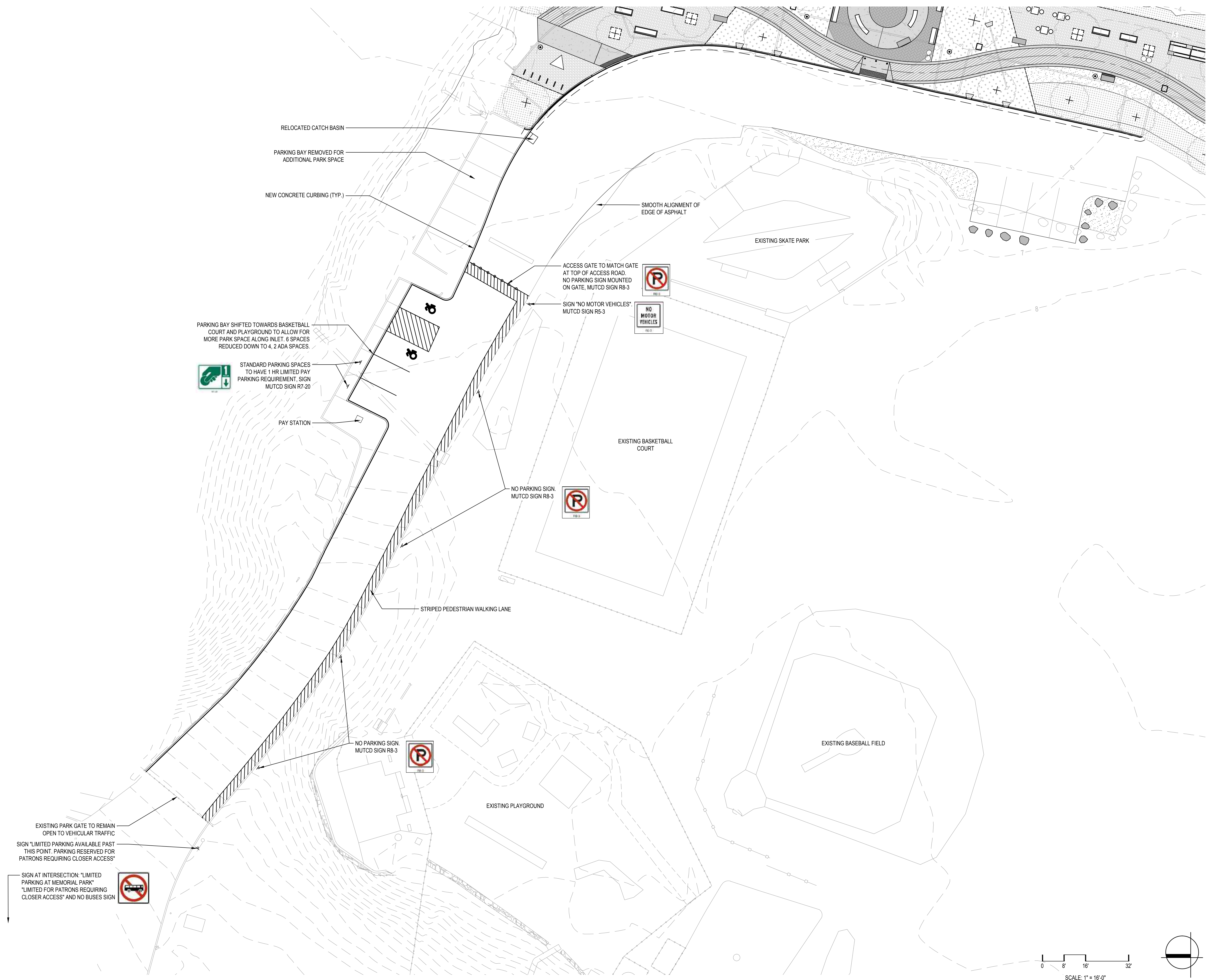
N&S File No.:

Drawing Title:

MEMORIAL PARK - VEHICULAR ACCESS IMPROVEMENTS

Sheet Number:

_101



----- Forwarded message -----

From: **Sonja R.** <missonya21@gmail.com>

Date: Fri, Aug 14, 2026, 10:28 AM

Subject: Gratitude for your support from the LIVE FREE TOURNAMENT

To: <missonya21@gmail.com>

Dear Mayor Joe Rand, Trustees, and the Nyack Community,

I am writing on behalf of LIVE FREE to express my deepest gratitude to the Village of Nyack and the incredible individuals who made our recent 6th Annual Live Free Basketball Tournament on August 1st and 2nd an overwhelming success.

This event thrives on community collaboration, and it would not be possible without the undying support we have received over the last six years. I would like to extend a special thank you to:

- * Mayor Joe Rand and the Village Trustees for their leadership and continued backing.
- * Andy Stewart, Village of Nyack Administrator, and Rosa Martinez from the village administration office, for their vital administrative guidance.
- * Shelly of the Nyack Center, for her enduring dedication to our community's youth and families.
- * Sherry McGill, Village of Spring Valley Commissioner, for her outstanding support and collaboration.
- * Orangetown Police Officer Clinton and partner, for ensuring a safe, positive, and welcoming environment for everyone in attendance.
- * Our silent supporters, whose quiet contributions and behind-the-scenes dedication truly anchor this event.

Thank you all for investing in our community and helping us deliver another successful year of sportsmanship, unity, and celebration. We look forward to continuing this wonderful tradition together.

With sincere gratitude,

DeQuan Kerr & Sonya Rogers
LIVE FREE

2027



VILLAGE OF NYACK PARK USAGE PERMIT REQUEST

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

☐ Application form complete
☐ Liability release and rules agreements signed

☐ Certificate of Insurance
☐ Driver's License copy

PARK REQUESTED

Memorial Park ☒

AREA(S) REQUESTED: ☐ Upper Lawn

☒ Basketball Court

☐ Waterfront

☐ Splash Pad

Hezekiah Easter Veterans Memorial Square ☐

APPLICANT/LICENSEE

NAME

De'Quan Kerr / Sonya Rogers

ADDRESS

811 Nyack Plaza

CITY

Nyack

STATE

NY

ZIP CODE

10960

DAYTIME PHONE #

917-615-9711
845-282-5715

EMAIL:

DequanRogers11@gmail
trissonya21@gmail

DATE(S) REQUESTED:

Aug. 7 + 8

TIME: From

10A AM/PM to 8 AM/PM

(Rain date:

8 / 14 2027

and 15

Description of the nature of the activity/purpose:

fulfilled activity for the
community give back

Number of Attendees/Participants:

150

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

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

Village Board Approved: Yes ☐ No ☐

Date: _____ / _____ / _____

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

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

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

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

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

Signature: _____

Date: _____

8/12/26

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

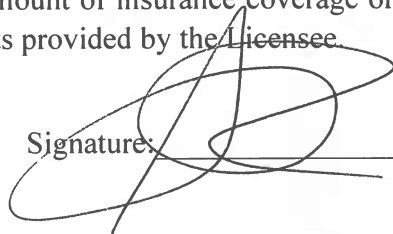
Indemnification and Hold Harmless Agreement

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:

Sonya Rogers

Signature:



Company Name (if applicable):

Date:

8/12/20

Please sign, date and return to:

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



VILLAGE OF NYACK PARK USAGE PERMIT REQUEST

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

___ Application form complete
___ Liability release and rules agreements signed

___ Certificate of Insurance
___ Driver's License copy

PARK REQUESTED

Memorial Park X

AREA(S) REQUESTED: X Upper Lawn

___ Basketball Court

___ Waterfront

___ Splash Pad

Welles Crowther Memorial

Hezekiah Easter Veterans Memorial Square ___

APPLICANT/LICENSEE

NAME HISTORICAL SOCIETY of the NYACKS

ADDRESS 50 PIERMONT AVE - STE 1A

CITY NYACK

STATE NY

ZIP CODE 10960

DAYTIME PHONE # 914 523 2678

EMAIL: lhoffman@nyackhistory.org

DATE(S) REQUESTED: SEPT 27 2026 TIME: From 11³⁰ AM/PM to 3³⁰ AM/PM

(Rain date: NOV 1 / ___)

Description of the nature of the activity/purpose: Event Honoring 9/11 Victims -
a self-guided tour - individuals/small groups visit Crowther
Memorial on their own schedule

Number of Attendees/Participants: ~100

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

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

Village Board Approved: Yes ___ No ___

Date: ___ / ___ / ___

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

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

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

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

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

Signature: _____

Lee A Hoffner Jr.
Lee A Hoffner Jr.
Pres - Hist Soc
of the Nyacks

Date: _____

AUG 7 2026

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: LEE A HOFFMAN Jr Signature: [Signature]
President Hist Soc of the Nyack
Company Name (if applicable): HISTORICAL SOCIETY of the NYACKS

Date: AUG 7 2026

Please sign, date and return to:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2026

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

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

PRODUCER ACRISURE INSURANCE PTNRS SVCS OF NY LLC 90 SOUTH RIDGE STREET RYE BROOK NY 10573		CONTACT NAME: PHONE (A/C, No, Ext): 845-623-3434 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED HISTORICAL SOCIETY OF THE NYACKS 50 PIERMONT AVE SUITE 1A NYACK NY 10960-3841		INSURER(S) AFFORDING COVERAGE INSURER A: SELECTIVE INS CO OF SOUTH CAROLINA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒		S 2020108	4/22/2026	4/22/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 15,000
	☒ POLICY ☒ PROJECT ☒ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ANY AUTO OWNED AUTOS ONLY						
	☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

VILLAGE OF NYACK is included as additional insured with respect to General Liability as required by written contract or agreement.

CERTIFICATE HOLDER VILLAGE OF NYACK 9 NORTH BROADWAY Nyack NY 10960	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY ACRISURE INSURANCE PTNRS SVCS OF NY LLC		NAMED INSURED HISTORICAL SOCIETY OF THE NYACKS	
POLICY NUMBER S 2020108		50 PIERMONT AVE SUITE 1A	
CARRIER SELECTIVE INS CO OF SOUTH CAROLINA	NAIC CODE 19259	NYACK	NY 10960-3841
		EFFECTIVE DATE: 4/22/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

JOB #

JOB LOCATION

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: Francine Recine Signature: _____

Company Name (if applicable): Congregation Sons of Israel

Date: 8/19/26

Please sign, date and return to:

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

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: _____

Francine Picone

Date: _____

8/19/26

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



CONGSON-06

LMOSES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2026

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

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

PRODUCER
Acrisure East Insurance Services, LLC
3 Sylvan Way
Suite 200
Parsippany, NJ 07054

CONTACT NAME: Lee Moses

PHONE (A/C, No. Ext): (845) 366-6438

FAX (A/C, No.):

E-MAIL: lmoses@acrisure.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Utica Mutual Insurance Company

25976

INSURER B: Republic-Franklin Insurance Company

12475

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Congregation Sons of Israel - Nyack/CSI Nyack
300 N Broadway
Nyack, NY 10960-1643

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR	☒	CPP 5015829	1/8/2026	1/8/2027	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
						MED EXP (ANY ACCIDENT) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	SEVL AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO ☐ LOC					
	OTHER					
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (EA ACCIDENT) \$
	OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	LEASED AUTOS ONLY					BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA L&B					
	EXCESS L&B		CULP 5015830	1/8/2026	1/8/2027	EACH OCCURRENCE \$ 2,000,000
	RETENTION \$ 10,000					AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETARY PARTNERS/EXECUTIVE OFFICERS/OWNERS EXCLUDED (Mandatory in NY)	☐ Y/N	N/A			PER STATUTE ☐ OTHER ☐
	DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured with respects to Tashlich Ceremony on Sunday, September 12th, 2026 in Memorial Park, Nyack, NY

CERTIFICATE HOLDER

Town of Nyack
Memorial Park
Nyack, NY 10960

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



VILLAGE OF NYACK PARK USAGE PERMIT REQUEST

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

___ Application form complete
___ Liability release and rules agreements signed

___ Certificate of Insurance
___ Driver's License copy

PARK REQUESTED

Memorial Park X

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

Hezekiah Easter Veterans Memorial Square ___

APPLICANT/LICENSEE

NAME BRENT BAKER

ADDRESS 422 GLEN AVE

CITY NYACK STATE NY ZIP CODE 10965

DAYTIME PHONE # 917-459-6242 EMAIL: ARROWSNEWEMAIL@GMAIL.COM

DATE(S) REQUESTED: SEPT 13th TIME: From 5 AM/PM to 10 AM/PM

(Rain date: / /)

Description of the nature of the activity/purpose: DO MUSIC TO CELEBRATE
NYACK AND ENTERTAIN ATTENDIES OF THE
STREET FAIR.

Number of Attendees/Participants: 30+ OPEN TO THE PUBLIC

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

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

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

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

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

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

Village Board Approved: Yes ___ No ___

Date: ___ / ___ / ___

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked at any time for violation of any part of the Memorial Park Usage Agreement. All group activities of 10 or more participants require a permit from the Village Clerk; groups of 40 or more require a permit from the Village Board of Trustees.
2. Prohibitions: No destruction or defacement of any park plant, animal, or structure; No fires or grills; No guns or other weapons; No smoking or vaping; No alcoholic beverages; No swimming; No amplified music or sound or inflatable equipment without a permit; No tents; No vending or peddling; No driving vehicles on lower lawn, due to sprinkler system.
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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.

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**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: _____

8/21/26

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 - 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.
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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

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Print Name: BRENT BAKER

Signature: 

Company Name (if applicable): _____

Date: 8/21/26

Please sign, date and return to:

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