



Village of Mamaroneck  
**Parks & Recreation**

**Recreation Tel:** (914) 777-7784

**Parks Tel:** (914) 630-7158

**Email:** recreation@vomny.org

**P.O. Box 369  
Mamaroneck, NY 10543**

Jason Pinto  
**Superintendent of Recreation**

Jeff Ahne  
**General Foreman of Parks**

**Offices located in the**  
Stephen E. Johnston Beach Pavilion  
Harbor Island Park

Parks & Recreation Commission Meeting – January 4, 2023 – 7:00 p.m.

## **Agenda**

VILLAGE COURTROOM - 169 MOUNT PLEASANT AVENUE, MAMARONECK, NY 10543

### INFORMATIONAL ITEMS:

1. Parks & Recreation Revenue Discussion
2. Harbor Island Park East Basin Playground Design Update
3. Parks & Recreation Master Plan Discussion
4. Parks and Recreation Community Needs Survey
5. Discussion on Village Park Hours
6. Dog Park Subcommittee Update
7. Update - Inclusive programming for special needs children in the community
8. Parks Department Update
9. Recreation Department Update

### ACTION MAY BE REQUIRED:

- Approve December 2022 Minutes

### **Upcoming Events:**

February Parks & Recreation Commission meeting to be held on February 1, 2023, at 7:00 p.m.







2-5 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	12	REQ'D	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	12	REQ'D	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	6	REQ'D	6
GROUND LEVEL ACTIVITY TYPE	4	REQ'D	0
GROUND LEVEL ACTIVITY QUANTITY	18	REQ'D	0

# HARBOR ISLAND PARK MAMARONECK, NY - OVERALL PLAYGROUND LAYOUT

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	26	REQ'D	6
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	15	REQ'D	6
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	12	REQ'D	7
GROUND LEVEL ACTIVITY TYPE	3	REQ'D	5
GROUND LEVEL ACTIVITY QUANTITY	17	REQ'D	9

Play Area Capacity: 450-460

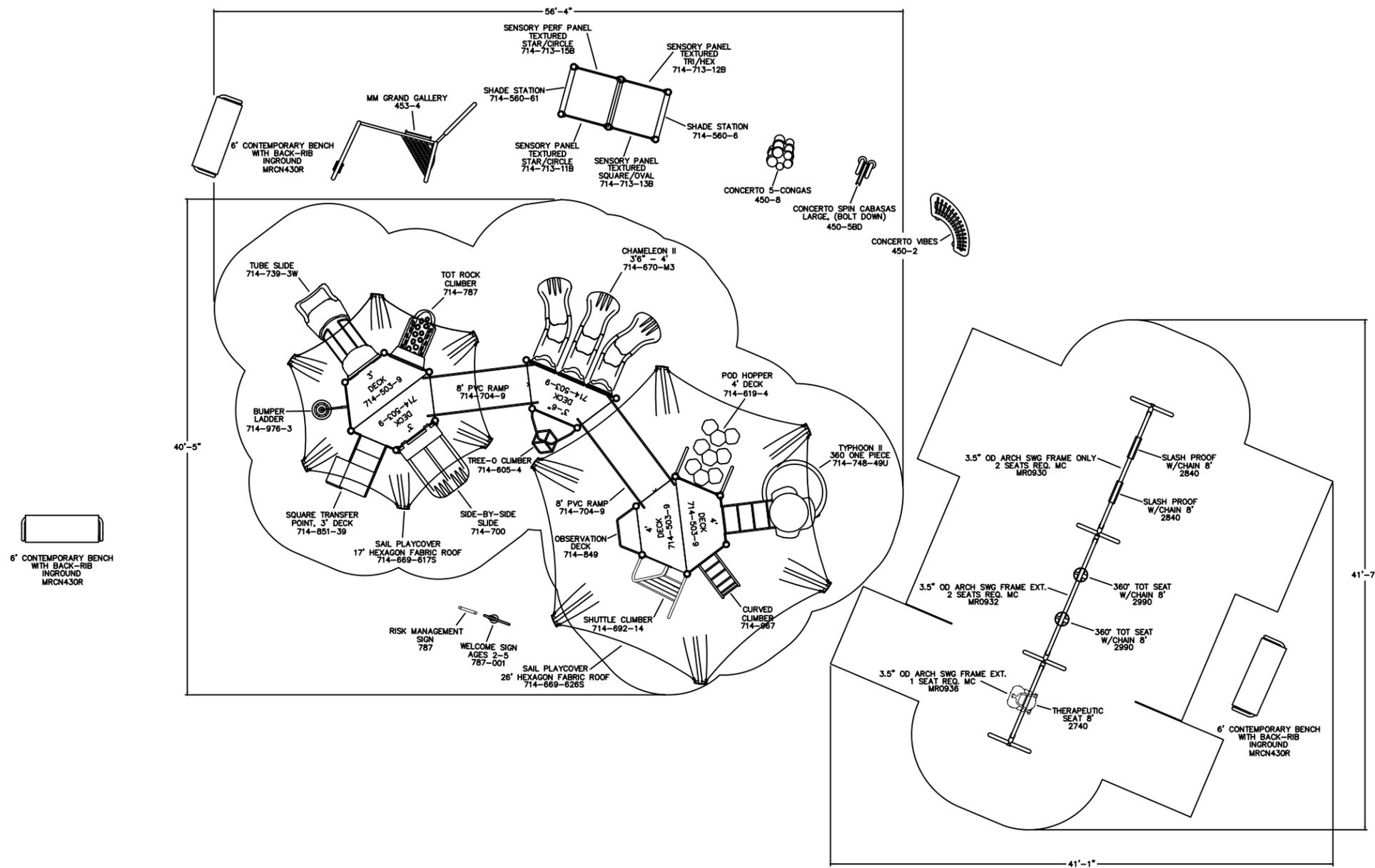


To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	MP220044.02.1		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 2-5, 5-12 & 13+	DATE: 12/20/2022	
	GROUND SPACE: PROTECTIVE AREA:	N/A NOTED	✓	COMPLIES TO ASTM		SCALE: N.T.S.	
			✓	COMPLIES TO ADA	TYPE: 0	QUANTITY: 0	EG

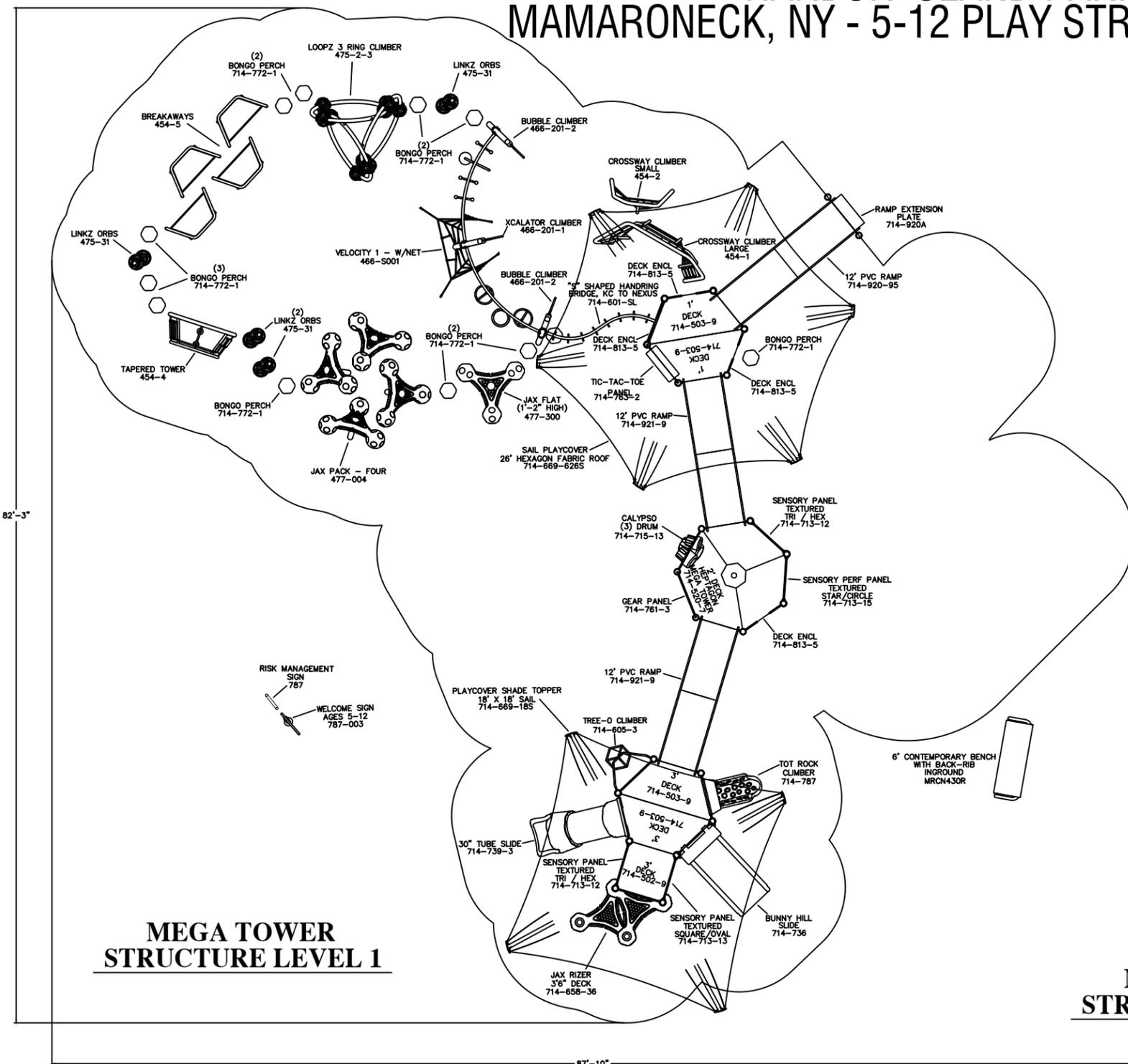
# HARBOR ISLAND PARK MAMARONECK, NY - 2-5 PLAY AREA DETAIL



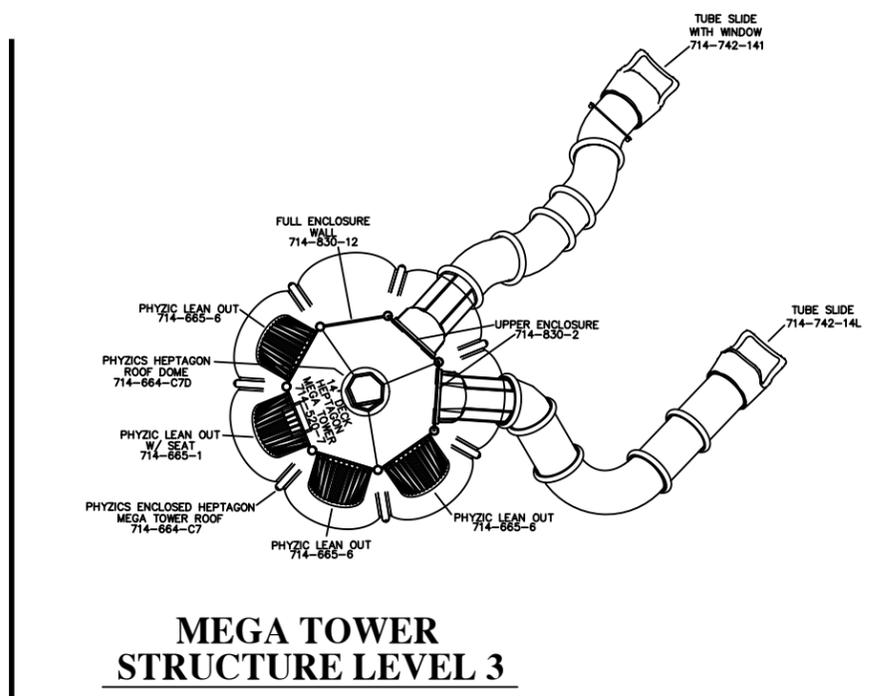
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	MP220044.02.2		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 2-5	DATE: 12/20/2022	
	GROUND SPACE:	N/A	✓	COMPLIES TO ASTM		ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE	SCALE: 3/32" = 1'-0"
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	PROTECTIVE AREA:	NOTED	✓	COMPLIES TO ADA	TYPE:	0	QUANTITY:
						0	EG

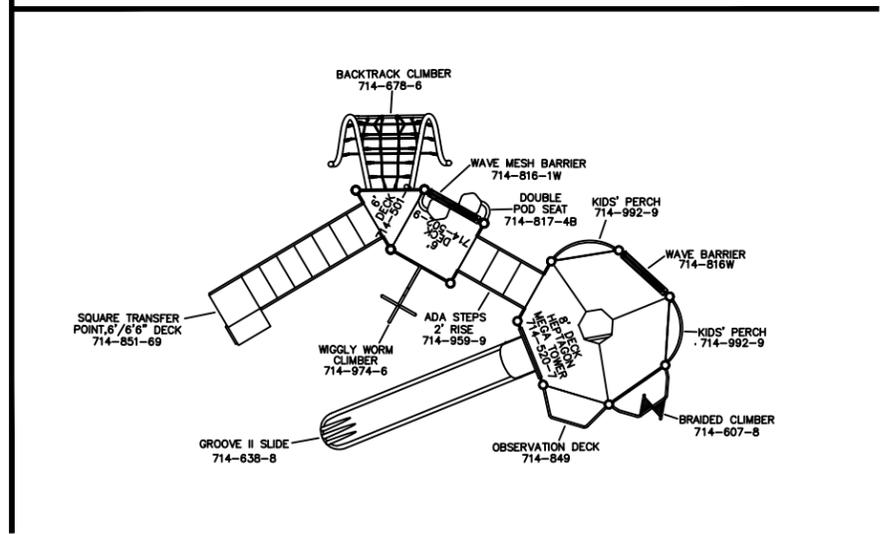
# HARBOR ISLAND PARK MAMARONECK, NY - 5-12 PLAY STRUCTURE DETAIL



**MEGA TOWER  
STRUCTURE LEVEL 1**



**MEGA TOWER  
STRUCTURE LEVEL 3**



**MEGA TOWER  
STRUCTURE LEVEL 2**

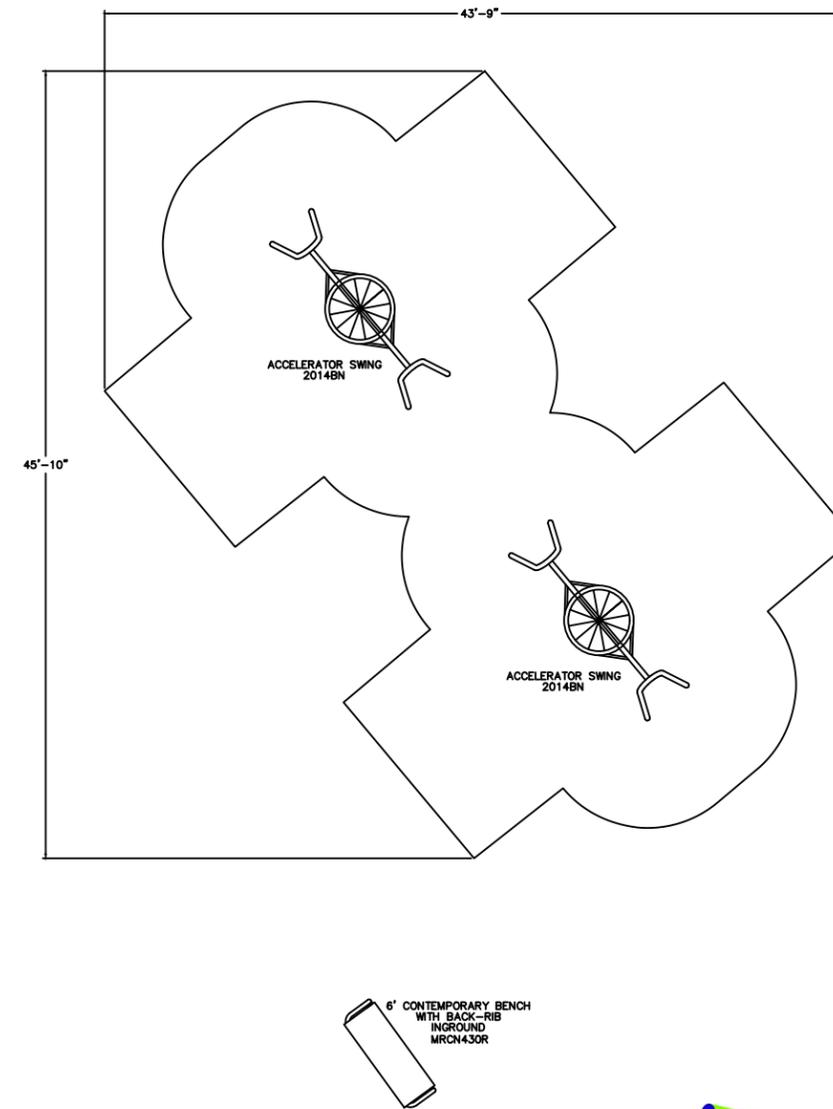
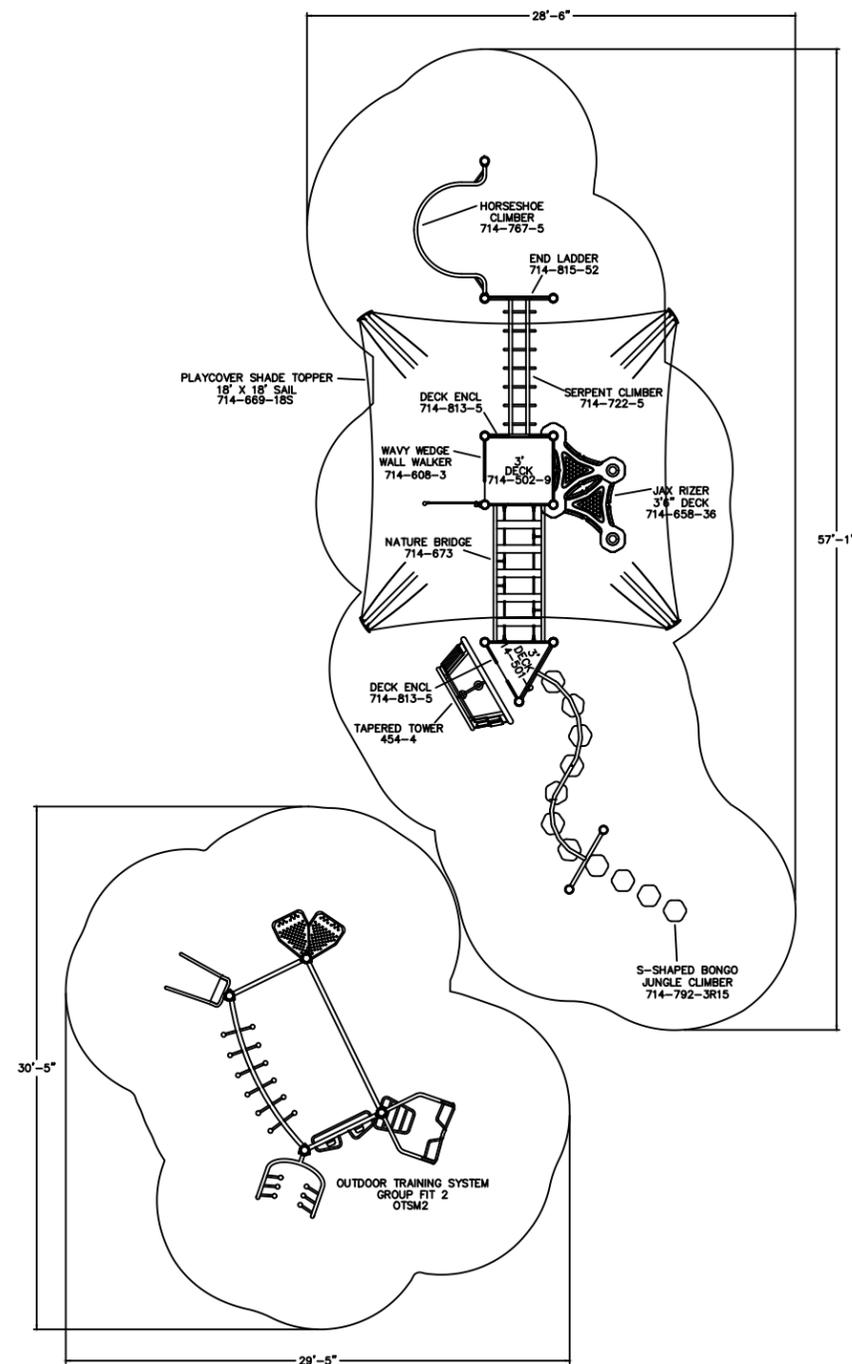


To verify product certification, visit [www.ipema.org](http://www.ipema.org)

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.  AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	<b>MP220044.02.3</b>		✓ COMPLIES TO CPSC	DESIGNED FOR AGES <b>5-12</b>	DATE: 12/20/2022
	GROUND SPACE: N/A PROTECTIVE AREA: NOTED	✓ COMPLIES TO ASTM	ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE		SCALE: 3/32" = 1'-0"
	✓ COMPLIES TO ADA	TYPE: 0	QUANTITY: 0	EG	

# HARBOR ISLAND PARK MAMARONECK, NY - FITNESS AND SWING DETAIL



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

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THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	MP220044.02.4		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 5-12 & 13+	DATE: 12/20/2022	
	AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	GROUND SPACE:	N/A	✓		COMPLIES TO ASTM	ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE
		PROTECTIVE AREA:	NOTED	✓	COMPLIES TO ADA	TYPE:	QUANTITY:
					0	0	

# HARBOR ISLAND PARK MAMARONECK, NY - SURFACING DETAIL

**SURFACING NOTES:**

	13,725 SQ.FT. TAN/BLACK VARYING CFH
	335 SQ.FT. BLUE/BLACK VARYING CFH
	18 SQ.FT. GREEN VARYING CFH
	16 SQ.FT. YELLOW VARYING CFH
	16 SQ.FT. RED VARYING CFH
	8 SQ.FT. BLUE VARYING CFH



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AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	MP220044.02.5		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 2-5, 5-12 & 13+	DATE: 12/20/2022	
	GROUND SPACE: PROTECTIVE AREA:	N/A NOTED	✓	COMPLIES TO ASTM		ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE	SCALE: N.T.S.
			✓	COMPLIES TO ADA	TYPE: 0		QUANTITY: 0



Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: R0069220232

**Prepared For:**

Jeff Ahne  
Village of Mameroneck Parks & Recreation  
123 Mamaroneck Ave  
Mameroneck, NY 10543  
(914) 837-6218 (phone)  
barry.casterella@vomny.org

**Prepared by:**

Pettinelli Recreation Inc.  
Rensselaer, NY 12144  
(518) 461-5917 (phone)  
Robert@PettinelliRecreation.com

Quote Number: R0069220232  
Quote Date: 12/28/2022  
Valid For: 30 Days From Quote Date

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**PlayArea\_Q1**

Product line: KidsChoice  
Age group: 5-12

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
demo	Remove old Playground	1	0.00	32,500.00	32,500.00
pipr1	Poured in place rubber (No Fault)	1	0.00	269,718.75	269,718.75
Play 1	Miracle Recreation play equipment as in renderings	1	0.00	476,795.00	476,795.00
prep1	Ground prep for PIP rubber 4-6in crushed stone	1	0.00	35,560.00	35,560.00

**Totals:**

Equipment Weight: 45,252 lbs  
Equipment List: \$814,573.75  
Discount Amount: -\$120,000.00  
Equipment Price: \$694,573.75  
Freight: \$19,451.71  
Installation: \$175,000.00  
Products by Other: \$0.00  
SubTotal: \$889,025.46  
**Grand Total: \$889,025.46**

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**Notes:**

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0069220232      **Quote Date:** 12/28/2022      **Equipment:** \$814,573.75      **Grand Total:** \$889,025.46

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

<b>Submitted By</b>	<b>Printed Name and Title</b>	<b>Date</b>
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
<b>By:</b>		<b>Date:</b>

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.
3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall

12/28/2022

QUOTE: R0069220232

insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815