

FILED  
CITY CLERK  
MOUNT VERNON, NY

2026 FEB -3 P 5:50

## **City of Mount Vernon, New York**

1 ROOSEVELT SQ. RM. 104  
CITY HALL, MOUNT VERNON, NEW YORK 10550  
& VIA FACEBOOK.COM/MOUNTVERNONNY



### **Meeting Agenda - Final**

**Tuesday, February 3, 2026**

**4:00 PM**

**MAYOR'S CONFERENCE ROOM - 1st FLOOR**

### **Board of Estimate & Contract**

*NICOLE BONILLA, MBA*  
*City Clerk*

*JORDAN RIULLANO, JD*  
*Deputy City Clerk*

**Call to Order: At 4:00 PM by Chairwoman Mayor Shawyn Patterson-Howard**

Roll Call: Roll Call and reading of agenda items administered by City Clerk Nicole Bonilla. Noticed in the Journal News.

OTHERS: Chief of Staff Malcolm Clark, Asst. Corporation Counsel Johan Powell, Deputy City Clerk Jordan A. Riullano, 1st Deputy Condell Hamilton

**ADMINISTRATION OF THE AGENDA**

**RESOLUTIONS APPROVING ORDINANCES**

**HELD**

1. City Council: A Resolution of the City Council of the City of Mount Vernon Authorizing the Off-Site Parking Lease Agreement with 20 S. 2nd Square CMV LLC
2. Fire Department: An Ordinance Authorizing the Transfer of Funds Within the 2025 Fire Department Budget
3. Department of Management Services: An Ordinance Authorizing the Mayor to Enter into a One (1) Year Support Contract with Aztec Tech for Support of the City's Existing HP Printer Fleet
4. Department of Management Services: An Ordinance Confirming and Ratifying an Emergency Procurement for Enhanced Email and Identity Threat Detection & Response Services for the City's Microsoft 365 Environment
5. Office of the Mayor: An Ordinance Authorizing the Mayor to Retroactively Enter into a Memorandum of Understanding with The Guidance Center of Westchester – Center for College Careers in Communications Support Associate Internship Program
6. Department of Public Works: An Ordinance Authorizing the Award of a Contract and for the Mayor to enter into a Professional Services Agreement with Woodward & Curran for Engineering and Infrastructure Support Services
7. Department of Public Works: An Ordinance Authorizing the Mayor to Execute a New Contract with National Water Main Cleaning Company for Continuation and Close-out of Outfall 24 Sewer System Cleaning and Inspection Work (Project No. 122022-1)
8. Department of Public Works: An Ordinance Authorizing the Mayor to Enter into a New Contract with National Water Main Cleaning Company for Sewer Rehabilitation Phase 1 (Project No. 122022-2)
9. Department of Public Works: An Ordinance Authorizing the Acceptance of Bid and Award of Contract to County Excavating, LLC for Various Public Works/Construction Equipment Rentals
10. Department of Public Works: An Ordinance Authorizing a Title Change for Mr. Kenneth McBryde from Motor Equipment Operator to Tree Trimmer within the Department of Public Works

**HELD**

11. City Council: An Ordinance Authorizing Council Member Turnquest-Jones to Attend the 2026 New York Conference of Mayors (NYCOM) Winter Legislative Meeting
12. Department of Public Safety: An Ordinance Authorizing the Mayor to Enter into a Recurring Maintenance Agreement with Cummins Allison for Currency Coin-Handling Equipment
13. Department of Assessment: An Ordinance Authorizing the Mayor to Execute a Retroactive Contract Renewal for City Mapping Services for the Department of Assessment
14. Office of the Mayor: An Ordinance Amending Ordinance No. 1 adopted December 10, 2025, Entitled "An Ordinance Amending Chapter 126, Article VI of the Code of the City of Mount Vernon Establishing Updated Sewer Rents and Refuse Sustainability Fees"
15. Department of Public Works: A Resolution Authorizing Attendance and Expenditure for the 2026 New York State Building Officials Conference for Municipal Code Enforcement Conference (NYSBOC)

#### SETTLEMENTS

16. Settlement Resolution in the Claim of Teyraisa Hall v. City of Mount - \$5,000.00

**Agenda was concluded at 5:21 PM**

**Chairwoman Patterson-Howard asked if there was new business:**

**Mayor asked for a motion to adjourn.**

**There being no further business, the meeting was adjourned at 5:39 PM.**

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**RESOLVED**, that an Ordinance adopted by the City Council on December 10, 2025, and signed by the Mayor on December 10, 2025, authorizing the Off-Site Parking Lease Agreement with 20 S. 2nd Square CMV LLC; be, and the same is hereby approved.

**HELD**

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**

\_\_\_\_\_  
Clerk

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**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MOUNT VERNON AUTHORIZING  
THE OFF-SITE PARKING LEASE AGREEMENT  
WITH 20 S. 2<sup>ND</sup> SQUARE CMV LLC**

**WHEREAS**, the City of Mount Vernon (“City”) and 20 S. 2<sup>nd</sup> Square CMV LLC (“Owner”) entered into a Land Disposition Agreement, dated July 2, 2021, as amended (“LDA”), in connection with the development of certain City-owned parcels having an address of 20 South Second Avenue, Mount Vernon, New York and 25 South Third Avenue, and known and designated on the Tax Map of the City of Mount Vernon as Section 165.70, Block 3112, Lot 11, 13, 37, and 39 (together, the “Development Site”); and

**WHEREAS**, the LDA provides, among other things, for the City to transfer the Development Site to Owner based upon certain terms and conditions in furtherance of the development of the Development Site; and

**WHEREAS**, Owner intends to construct on the Development Site approximately 307,932 s.f. of mixed residential development and other amenities in two, 12-story buildings, including 272 mixed-income residential apartments, approximately 15,630 s.f. of community facility space (including outdoor courtyard space for the arts), and 109 parking spaces (“Development Project”); and

**WHEREAS**, in furtherance of the Development Project, Owner submitted a Zoning Petition for Zoning Map and Text Amendment, dated December 3, 2021, to the City Council of the City of Mount Vernon, seeking to rezone approximately forty-one tax parcels between East 1st and East 2nd Streets and between South 1st and South 3rd Avenue, including the Development Site, as a new, transit oriented district to be called the Downtown Transit Oriented Arts District (“Rezoning”); and

**WHEREAS**, on March 26, 2025, the City Council, as Lead Agency, adopted a Findings Statement pursuant to the New York State Environmental Quality Review Act and its implementing regulations (“SEQRA”), which completed the SEQRA environmental review process for the Rezoning (“SEQRA Findings Statement”); and

**WHEREAS**, also on March 26, 2025, the City Council adopted an ordinance amending Chapter 267 of the Code of the City of Mount Vernon to effectuate the Rezoning and establish the new Downtown Transit Oriented Arts District; and

**WHEREAS**, as set forth in the SEQRA Findings Statement, the Development Project includes 59 parking spaces on-site, and requires 40 parking spaces off-site within the City-owned parking lot (“Off-Site Spaces”) located at the corner of Prospect Avenue and North 3<sup>rd</sup> Avenue (Section 165.62, Block 1116, Lots 5 & 6) (“City-Owned Parking Lot”), and 10 parking spaces through the Payment in Lieu of Parking (“PILOP”) provisions within the DTOAD zoning; and

**WHEREAS**, as described in the SEQRA Findings Statement, the City Council determined that the Off-Site Spaces and PILOP, together with the on-site spaces, satisfy the parking demand and DTOAD zoning requirements for the Development Project given its transit-oriented characteristics, and that no significant adverse parking impact would result from the Development Project; and

**WHEREAS**, the SEQRA Findings Statement, and the City Council’s Resolution adopting the SEQRA Findings Statement, require the Owner and City to enter into an Off-Site Parking Lease Agreement governing the Off-Site Spaces and PILOP consistent with the terms of the SEQRA Findings Statement (“Parking Agreement”); and

**WHEREAS**, the Parties are desirous of entering into this Parking Agreement to set forth their respective rights and obligations with respect to the Off-Site Spaces and PILOP; and

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WHEREAS, a form of the Parking Agreement has been presented to the members of the City Council for their consideration; NOW, THEREFORE, BE IT

RESOLVED, that the City Council of Mount Vernon approves the Off-Site Parking Lease Agreement; and BE IT FURTHER

RESOLVED, the City Council authorizes the Mayor of the City of Mount Vernon to execute the Off-Site Parking Lease Agreement on behalf of the City, and BE IT FURTHER

RESOLVED, the Mayor is authorized to do all things necessary, convenient or appropriate for the accomplishment of the purposes of this Resolution, and BE IT FURTHER

RESOLVED, the City Council determines that the Off-Site Parking Lease Agreement is a Type II Action pursuant to SEQRA, involving "continuing agency administration," which does not involve "new programs or major reordering of priorities that may affect the environment" (6 N.Y.C.R.R. §617.5(c)(26)) and therefore no findings or determination of significance are required under SEQRA; and BE IT FURTHER

RESOLVED, that this Resolution shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

MB

Vote Taken As Follows 12/10/25  
Boxhill: Abstain Gleason: Yea  
Poteat: Yea Thompson: Yea  
Browne: Yea Ordinance Adopted

APPROVED AS TO FORM

Assistant Corporation Counsel

APPROVED

Date

BY

Mayor

15

Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

President

ATTEST

Michelle Scirella  
City Clerk

**OFF-SITE PARKING LEASE AGREEMENT**

**THIS OFF-SITE PARKING LEASE AGREEMENT** (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the **CITY OF MOUNT VERNON**, a New York municipal corporation with offices at City Hall, 1 Roosevelt Square N, Mount Vernon, New York, 10550 (“City”), and **20 S. 2<sup>ND</sup> SQUARE CMV LLC**, or its successors and assigns as permitted herein, a New York limited liability company with an office at 21 Lorraine Terrace, #141, Mount Vernon, New York 10553 (“Owner,” together with the City, the “Parties”).

**WHEREAS**, the City and Owner entered into a Land Disposition Agreement, dated July 2, 2021, as amended (“LDA”), in connection with the development of certain City-owned parcels having an address of 20 South Second Avenue, Mount Vernon, New York and 25 South Third Avenue, and known and designated on the Tax Map of the City of Mount Vernon as Section 165.70, Block 3112, Lot 11, 13, 37, and 39 (together, the “Development Site”); and

**WHEREAS**, the LDA provides, among other things, for the City to transfer the Development Site to the Owner based upon specific terms and conditions in furtherance of the development of the Development Site; and

**WHEREAS**, Owner intends to construct on the Development Site approximately 307,932 s.f. of mixed residential development and other amenities in two, 12-story buildings, including 272 mixed-income residential apartments, approximately 15,630 s.f. of community facility space (including outdoor courtyard space for the arts), and 109 parking spaces (“Development Project”); and

**WHEREAS**, in furtherance of the Development Project, Owner submitted a Zoning Petition for Zoning Map and Text Amendment, dated December 3, 2021, to the City Council of the City of Mount Vernon, seeking to rezone approximately forty-one tax parcels between East 1st and East 2nd Streets and between South 1st and South 3rd Avenue, including the Development Site, as a new, transit oriented district to be called the Downtown Transit Oriented Arts District (“Rezoning”); and

**WHEREAS**, on March 26, 2025, the City Council, as Lead Agency, adopted a Findings Statement pursuant to the New York State Environmental Quality Review Act and its implementing regulations (“SEQRA”), which completed the SEQRA environmental review process for the Rezoning (“SEQRA Findings Statement”); and

**WHEREAS**, also on March 26, 2025, the City Council adopted an ordinance amending Chapter 267 of the Code of the City of Mount Vernon to effectuate the Rezoning and establish the new Downtown Transit Oriented Arts District; and

**WHEREAS**, as set forth in the SEQRA Findings Statement, the Development Project includes 59 parking spaces on-site, and requires 40 parking spaces off-site within the City-owned parking lot (“Off-Site Spaces”) located at the corner of Prospect Avenue and North 3<sup>rd</sup> Avenue (Section 165.62, Block 1116, Lots 5 & 6) (“City-Owned Parking Lot”), and 10 parking spaces through the Payment in Lieu of Parking (“PILOP”) provisions within the DTOAD zoning; and

**WHEREAS**, as described in the SEQRA Findings Statement, the City Council determined that the Off-Site Spaces and PILOP, together with the on-site spaces, satisfy the parking demand and DTOAD zoning requirements for the Development Project, given its transit-oriented characteristics, and that no significant adverse parking impact would result from the Development Project; and

**WHEREAS**, the SEQRA Findings Statement and the City Council’s Resolution adopting the SEQRA Findings Statement require the Owner and City to enter into this Agreement governing the Off-Site Spaces and PILOP consistent with the terms of the SEQRA Findings Statement; and

**WHEREAS**, the Parties are desirous of entering into this Agreement to set forth their respective rights and obligations with respect to the Off-Site Spaces and PILOP.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties, their successors, legal representatives, assigns, and transferees, covenant and agree, as follows:

1. Lease of Off-Site Parking Spaces. Owner hereby leases from the City, and the City leases to and shall make available to the Owner, the number of parking spaces required for zoning compliance, which number shall not exceed forty (40) identified parking spaces within the City-Owned Parking Lot, subject to the terms and conditions

outlined in this Agreement. The precise location of the Off-Site Parking Spaces within the City-Owned Parking Lot shall be mutually agreed upon by the Parties prior to the issuance of a Certificate of Occupancy for the second building to be constructed as part of the Development Project ("Second Building"), and shall be shown and identified on a drawing to be prepared by Owner and the City ("Parking Space Drawing") at such time. The Parking Space Drawing shall be attached as Exhibit "A" to an amendment to this Agreement and thereafter shall become a part of this Agreement. Also prior to the issuance of a Certificate of Occupancy for the Second Building, the Owner, at its sole cost and expense, shall clearly designate the Off-Site Parking Spaces as shown on the Parking Space Drawing by appropriate signage as approved by the City Department of Buildings following consultation with the Department of Planning and Community Development, which approval shall not be unreasonably withheld, delayed or conditioned. The Off-Site Parking Spaces shall be reserved within the City-Owned Parking Lot for the exclusive use of the Development Project. Owner shall be responsible for entering into individual leases with tenants of the Development Project utilizing the Off-Site Parking Spaces. Notwithstanding anything to the contrary in this Agreement, the City shall not be responsible for and shall not be required to, under any circumstances, enter into any lease, license, or other agreement with any tenant of the Development Project related to its use of the Off-Site Parking Spaces.

2. Relocation of Off-Site Parking Spaces. During the Term of this Agreement (as defined below), the City shall have the sole discretion to relocate the designated Off-Site Parking Spaces within the City-Owned Parking Lot upon prior written notice to and consultation with the Owner, in which case: (a) the City shall prepare and distribute an updated Parking Space Drawing, which shall then be attached as a revised Exhibit "A" to an amendment to this Agreement and thereafter shall become a part of this Agreement, and (b) the City shall relocate the signage, at its sole cost and expense, accordingly. In the event the City redevelops, disposes of, or otherwise changes the use of the City-Owned Parking Lot, the City shall provide the Off-Site Parking Spaces for the Development Project within a distance similar in kind to the existing spaces and similar proximity to the Development Site, upon prior written notice to the Owner and the execution of an amended lease agreement to be prepared by the City and to be agreed

upon between the Parties on the same terms of this Agreement, with the exception of the defined term "City-Owned Parking Lot" and Exhibit "A", or as the Parties may otherwise agree.

3. Use. Owner's sole use of the City-Owned Parking Lot and Off-Site Parking Spaces shall be for the parking of all vehicles allowed to use the parking under existing zoning requirements and used by its tenants. Except with respect to the Owner's obligation to clearly designate the Off-Site Parking Spaces with signage, Owner agrees not to make any improvements or alterations to the City-Owned Parking Lot and Off-Site Parking Spaces without the prior written approval of the City.

4. Rent for Off-Site Parking Spaces. On or before January 15<sup>th</sup> each year, the Owner shall pay the City annual rent in the sum of One Thousand Dollars (\$1,000.00) for each Off-Site Parking Space, for a total payment not to exceed Forty Thousand Dollars (\$40,000.00) per year ("Rent"). Notwithstanding the Effective Date, the requirement for Owner to pay Rent shall commence upon the Commencement Date (as defined below). The City shall not be required to provide Owner with a monthly statement or invoice regarding the annual required Rent payment.

5. Term of Lease for Off-Site Parking Spaces. The term for the leasing of the Off-Site Parking Spaces shall be for a period of thirty (30) years ("Term"), commencing upon the issuance of a Certificate of Occupancy for the Second Building (the units in the Second Building need such spaces for the Development Project to comply with the DTOAD parking requirements) ("Commencement Date"). The Term shall automatically renew for additional ten-year periods, provided that the Owner is not in default under this Agreement. The Owner, in its sole discretion, may elect to advance the Commencement Date so that it coincides with the financial closing of the Second Building, but in no event may it use the Off-Site Parking Spaces until a Certificate of Occupancy is issued for the Second Building.

6. PILOP. Owner shall make a one-time payment to the City in the amount of Two Hundred Thousand Dollars (\$200,000.00) as a Payment in Lieu of Parking for 10 spaces in connection with the Development Agreement ("PILOP Payment"). The PILOP Payment shall be paid to the City prior to the issuance of a Building Permit for the first building to be constructed as part of the Development Project. The City shall use the

013 10 2025  
PILOP payment to fund specific capital improvements in the City-Owned Parking Lot ("City-Owned Parking Lot Improvements"). The City shall consult with and work cooperatively with Owner regarding the timing and scope of the City-Owned Parking Lot Improvements; however, the final decision regarding the timing and scope of such Improvements shall be within the City's sole discretion.

7. Maintenance Obligations. The City shall be solely responsible for the maintenance, upkeep and repair of the Off-Site Parking Spaces and City-Owned Parking Lot (with the exception of the signage Owner is required to install), including, but not limited to, snow removal, security, insurance, and other reasonable measures to ensure the Off-Site Parking Spaces are accessible, usable, and in good condition. Notwithstanding anything to the contrary, Owner shall be solely responsible to reimburse the City for any maintenance or repairs to the Off-Site Parking Spaces and/or City-Owned Parking Lot resulting from any damage to the Off-Site Parking Spaces and/or City-Owned Parking Lot that is reasonably shown to be caused by Owner or any tenants of the Development Project relating to their use and occupancy of the Off-Site Parking Spaces. Owner shall also be responsible for maintaining commercially reasonable insurance policy(ies) (which shall be determined by the City in its sole discretion) covering the Off-Site Parking Spaces, which shall name the City as an additional insured. Owner shall provide the City with a certificate of insurance evidencing such coverage prior to receiving a Certificate of Occupancy for the Second Building.

8. Assignment and Subleasing. This Agreement, and all of the rights and obligations provided herein, may not be assigned or subleased by the Owner, except to a qualified successor in interest to the Development Project and with the prior written approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned. Any such approval shall not become effective until the assignee submits to the City Council a sworn statement in writing that it has received a copy of this Agreement and the SEQRA Findings Statement, that it understands all of the terms and conditions of this Agreement and the SEQRA Findings Statement, and that it agrees to be bound by all of the terms and conditions of this Agreement and the SEQRA Findings Statement. In the event the Owner elects to assign its rights herein to an affiliated or related entity, the City's approval shall not be required, but the Owner shall require prior

written notice to the City with sufficient evidence that such entity is affiliated or related to the Owner.

9. Amendments; Waivers. This Agreement may not be amended, modified, altered or waived without the express written approval of the City Council, and except by an instrument in writing signed by each of the Parties. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

10. Governing Law. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. Each of the Parties consents to the exclusive jurisdiction of the federal or state courts sitting in State of New York, County of Westchester for the decision of any disputes relating to this Agreement, and each agrees not to assert by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that such party is not personally subject to the jurisdiction of such court, that the suit, action, or proceeding brought in such court is an inconvenient forum, that the venue of the suit, action, or proceeding is improper, or that this Agreement may not be litigated in or by such court.

11. Authority to Execute. Each Party represents and warrants that it has full power, authority, and legal right to execute, deliver, and perform all required actions of this Agreement.

12. Notice. All notices, demands, and requests which may be given or are required to be given by either Party to the other must be in writing (unless otherwise permitted under the Agreement). All notices, demands, and requests by the City or the Owner shall be either personally delivered or forwarded by recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, or electronic mail (provided that following electronic mail, receipt is confirmed by a reply email) and addressed as follows:

City: The Office of the Mayor  
1 Roosevelt Square N  
Mount Vernon, NY 10550

With a copy to: The Commissioner of Planning  
and Community Development  
1 Roosevelt Square N  
Mount Vernon, NY 10550

The Office of the Corporation Counsel  
1 Roosevelt Square N  
Mount Vernon, NY 10550

Zarin & Steinmetz LLP  
81 Main Street, Suite 415  
White Plains, New York 10601  
Attn: Brad K. Schwartz, Esq.  
bschwartz@zarin-steinmetz.com

20 S 2<sup>nd</sup> Square CMV LLC:

c/o: Trinity Financial, Inc.  
75 Federal Street, 4<sup>th</sup> Floor  
Boston, MA 02110  
Attention: Rebecca Hemenway; Chief Operating  
Officer

c/o: Comrie Enterprises, LLC:  
P.O. Box 8023  
Pelham, NY 10803  
Attention: Diana Williams, Chief Executive Officer

With a copy to: The Blanchard Law Group, PLLC  
35 East Grassy Sprain Road, Suite 400  
Yonkers, NY 10710  
Attn: Mark W. Blanchard, Esq.

13. Indemnification. Owner agrees to indemnify and hold the City, its agents, representatives and employees, harmless from and against any and all claims, damages, losses or expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from Owner's and its tenants' use and occupancy of the Off-Site Parking Spaces and use of the City-Owned Parking Lot pursuant to this Agreement.

14. Default. Any breach of this Agreement shall permit the non-breaching party to enforce the Agreement by seeking relief by legal action or proceeding in a Court of competent jurisdiction. In addition to the remedies available to the City set forth herein, should the Owner default in its payment of Rent due and owing to the City pursuant to Section 3 of this Agreement, and such default continues for a period of 15 days following Owner's receipt from the City of a written notice of such default, such Rent owed to the City hereunder shall: (a) bear interest from the date due until paid, at the lesser of the maximum rate permitted by law or 10% per annum; and (b) constitute a lien against the

Development Site and shall be collectable against the Development Site in the same manner as real property taxes.

15. Surrender. Owner shall: (a) on the last day of the Term hereof; (b) upon any earlier termination permitted under this Agreement; or (c) upon any permitted entry or re-entry by the City upon the Off-Site Parking Spaces, peaceably leave and surrender the Off-Site Parking Spaces into the possession and use of the City without fraud or delay in good order, condition and repair, without violations, reasonable wear and tear, and casualty excepted.

16. Incorporation: The Parties acknowledge and agree that the above-referenced "Whereas" paragraphs shall be incorporated in the Agreement and given the same force and effect as if fully set forth at length.

17. Counterpart Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed acceptable for purposes of execution of this Agreement.

18. Cooperation. The Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions that may be reasonable, necessary, or appropriate to give full force and effect to the terms and intent of this Agreement to the extent permitted by law, including but not limited to a Memorandum of Lease.

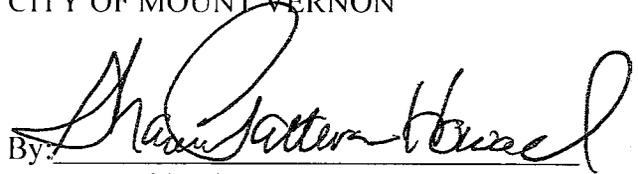
19. Effective Date. This Agreement is effective as of the execution and delivery of this fully executed Agreement.

20. Recording. Owner shall promptly record this Agreement or a Memorandum of Lease pertaining to this Agreement, at its cost, in the Office of the Westchester County Clerk, Division of Land Records, so that the Agreement is indexed against the Development Site and the City-Owned Parking Lot.

[intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the City and Owner have executed this Off-Site  
Parking Agreement as of the date first above written.

CITY OF MOUNT VERNON

By: 

Honorable Shawyn Patterson-Howard  
Title: Mayor

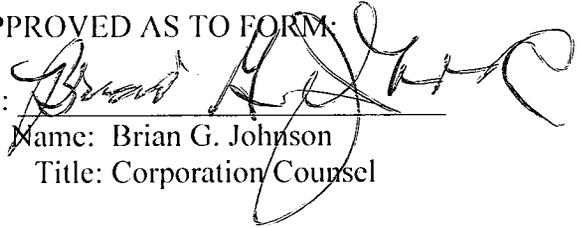
20 S 2<sup>ND</sup> SQUARE CMV LLC

By: 20 S 2<sup>ND</sup> SQUARE MM LLC

By: TRINITY S 2<sup>ND</sup> SQUARE MEMBER LLC

By: \_\_\_\_\_  
Rebecca Hemenway  
Authorized Signatory

APPROVED AS TO FORM:

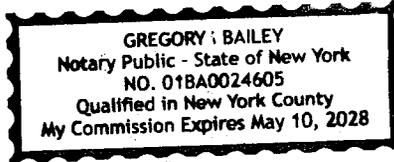
By:   
Name: Brian G. Johnson  
Title: Corporation Counsel

STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) ss.:

On the 10<sup>th</sup> day of December in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Hon. Shawyn Patterson-Howard, personally known to me or proved to me based on satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gregory Bailey  
Notary Public



STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) ss.:

On the \_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Rebecca Hemenway, personally known to me or proved to me based on satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the City and Owner have executed this Off-Site Parking Agreement as of the date first above written.

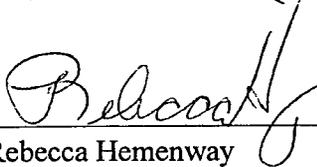
CITY OF MOUNT VERNON

By: \_\_\_\_\_  
Hon. Shawyn Patterson-Howard  
Title: Mayor

20 S 2<sup>ND</sup> SQUARE CMV LLC

BY: 20 S 2<sup>ND</sup> SQUARE MM LLC

BY: TRINITY S 2<sup>ND</sup> SQUARE MEMBER LLC

  
\_\_\_\_\_  
Rebecca Hemenway  
Authorized Signatory

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Brian Johnson  
Title: Corporation Counsel

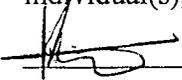
STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss.:

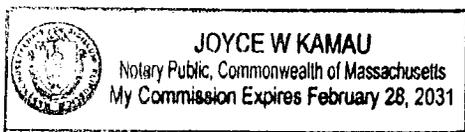
On the \_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Hon. Shawyn Patterson-Howard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Massachusetts  
STATE OF ~~NEW YORK~~ )  
COUNTY OF ~~WESTCHESTER~~ ) ss.:  
SUFFOLK

On the 30 day of January, in the year 202~~5~~<sup>6</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared Rebecca Hemenway, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



HELD

JAN 20 2026

17

RESOLVED, that an Ordinance adopted by the City Council on January 14, 2026, and signed by the Mayor on January 15, 2026, authorizing the Transfer of Funds Within the 2025 Fire Department Budget, as follows:

FEB 03 2026

2

From:	Amount:	To:
A3410.101 - Salaries	\$19,000.00	A3410.499 - (Uniform & Protection Equipment)
A3410.101 - Salaries	\$8,000.00	A3410.203 - Equipment
<b>Total Transfer Amount: \$27,000.00</b>		

: be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

HELD

APPROVED AS TO FORM

  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT

  
Clerk

18

### AN ORDINANCE AUTHORIZING A TRANSFER OF FUNDS WITHIN THE 2025 FIRE DEPARTMENT BUDGET

**Whereas,** in correspondence dated December 23, 2025, the Fire Commissioner formally requested authorization for the transfer of funds within the 2025 Fire Department budget as shown below; and

**Whereas,** the City Council of the City of Mount Vernon is authorized to adopt ordinances and approve budgetary transfers pursuant to the City Charter and applicable provisions of the New York State General Municipal Law; and

**Whereas,** the adopted 2025 Budget for the City of Mount Vernon includes appropriations for the Fire Department to ensure the safety, preparedness, and effective operation of fire and emergency services; and

**Whereas,** the Fire Department has identified a need to reallocate funds within its 2025 budget to secure funding for essential firefighter emergency equipment; and

**Whereas,** such equipment includes, but is not limited to, firefighter turnout gear, boots, and Automated External Defibrillator (AED) pads, all of which are critical to the safety of Fire Department personnel and the public; and

**Whereas,** sufficient funds exist within the Fire Department's salary account to accommodate a transfer without adversely impacting staffing or operations; and

**Whereas,** the proposed transfer will ensure that Fire Department members are adequately equipped to perform their duties safely, efficiently, and effectively;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:**

**Section 1. Authorization of Budget Transfer.** The City Council hereby authorizes the transfer of funds within the 2025 Fire Department budget as follows:

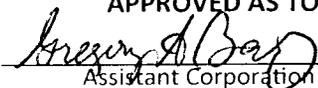
From:	Amount:	To:
A3410.105 – Retired Disabled Firefighter	\$19,000.00	A3410.499 – Uniform & Protection Equipment
A3410.105 – Retired Disabled Firefighter	\$8,000.00	A3410.203 - Equipment
<b>Total Transfer Amount: \$27,000.00</b>		

**Section 2. Purpose of Transfer.** The funds transferred pursuant to this Ordinance shall be used exclusively to purchase essential firefighter emergency equipment, including turnout gear, boots, and AED pads, to enhance firefighter safety and operational readiness.

**Section 3. Administration.** The Commissioner of Finance and all other appropriate City officials are hereby authorized and directed to take all actions necessary to implement the transfers authorized by this Ordinance.

**Section 4. Effective Date.** This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

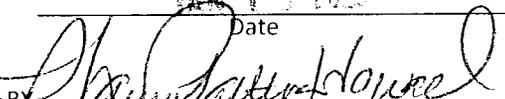
APPROVED AS TO FORM

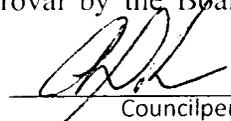
  
Assistant Corporation Counsel

APPROVED

JAN 9 5 2026

Date

  
BY \_\_\_\_\_  
Mayor

  
Councilperson

THIS ORDINANCE ADOPTED BY CITY COUNCIL

  
President

ATTEST:

  
City Clerk

18

Notes Taken: Jan. 14, 2026  
Boxhill: Yea Gleason: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Thompson: Yea Ordinance Adopted

FEB 03 2026

3

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Mayor to Enter into a One (1) Year Support Contract with Aztec Tech for Support of the City's Existing HP Printer Fleet – (the costs associated with this contract shall be paid from Budget Code A1680.407 – Leasing and Printing, or any successor budget line); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026

Morton: Yea Thompson: Yea

Patterson-Howard: Yea

Resolution: Adopted

**APPROVED AS TO FORM**



Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**



Clerk

3

**AN ORDINANCE AUTHORIZING THE MAYOR  
TO ENTER INTO A ONE (1) YEAR SUPPORT  
CONTRACT WITH AZTEC TECH FOR SUPPORT  
OF THE CITY'S EXISTING HP PRINTER FLEET**

**Whereas**, in correspondence dated January 20, 2026, the Commissioner of the Department of Management Services formally requested authorization for the Mayor, or his designee, to enter into a one (1) year support contract with Aztec Tech for the support and maintenance of the City's existing HP printer fleet; and

**Whereas**, the City of Mount Vernon relies upon a fleet of Hewlett-Packard (HP) printers for the daily operations of multiple City departments; and

**Whereas**, Hewlett-Packard unexpectedly terminated the City's existing printer support contract on October 5, 2025, leaving the City without manufacturer support for its HP printer fleet; and

**Whereas**, the termination of said contract was unforeseen and has created an urgent need to secure immediate support services to ensure continuity of City operations; and

**Whereas**, the Department of Management Services has contacted multiple vendors in an effort to obtain a replacement support agreement but has been unable to secure an agreeable or timely solution; and

**Whereas**, Aztec Tech currently provides support services for the City's copier fleet and has agreed to provide support services for the City's existing HP printers on an emergency basis; and

**Whereas**, the proposed support contract with Aztec Tech shall be for a term of one (1) year and shall include supplies and service for each device on a per-page basis; and

**Whereas**, the City intends to continue evaluating alternative vendors and support contracts for potential execution in 2027; and

**Whereas**, the cost associated with the proposed support contract shall be charged to Budget Code A1680.407 – Leasing and Printing, and sufficient funds are available therein; and

**Whereas**, it is in the best interests of the City of Mount Vernon to authorize the immediate execution of this contract to ensure uninterrupted printer support and City operations:

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:**

**Section 1. Authorization.** The City Council hereby authorizes the Mayor, or his designee, to enter into a one (1) year support contract with Aztec Tech for the support and maintenance of the City's existing HP printer fleet.

**Section 2. Scope of Services.** The contract shall provide supplies and service for each HP printer on a per-page basis, in accordance with the terms and conditions negotiated by the Department of Management Services.

1

**Section 3. Funding.** The costs associated with this contract shall be paid from Budget Code A1680.407 – Leasing and Printing, or any successor budget line thereto.

**Section 4. Emergency Need.** This Ordinance is enacted to address an emergency condition resulting from the unexpected termination of the City’s prior printer support contract and is necessary to ensure the continued operation of essential City services.

**Section 5. Effective Date.** This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

APPROVED AS TO FORM

*Bregan A. Buey*  
Assistant Corporation Counsel

APPROVED

JAN 28 2026

Date

BY *Derrick Thompson*  
Mayor

*Caitlin Johnson*

Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

*J. S. Burt*  
Acting President

ATTEST:

*Michele Bonilla*  
City Clerk

FEB 03 2026

4

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, Confirming and Ratifying an Emergency Procurement for Enhanced Email and Identity Threat Detection & Response Services for the City's Microsoft 365 Environment – (total expenditure of \$14,880.00 for said services, covering 620 users at \$24.00 per user, for the period October 2025 through September 2026, inclusive of a trial month in September 2025. Funds will be used from A1680.216 (Applications and Services); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**

  
Clerk

4

2

**AN ORDINANCE CONFIRMING AND RATIFYING  
AN EMERGENCY PROCUREMENT FOR ENHANCED  
EMAIL PROTECTION AND IDENTITY THREAT  
DETECTION & RESPONSE SERVICES FOR THE  
CITY'S MICROSOFT 365 ENVIRONMENT**

**Whereas**, in correspondence dated January 14, 2026, the Commissioner of the Department of Management Services formally requested authorization for emergency procurement undertaken by the Office/Department of Management Services in December 2025 for enhanced email protection and identity threat detection and response services for the City's Microsoft 365 environment and the engagement of Hi-Link Technology Group LLC to provide Microsoft 365 Identity and Threat Detection & Response services, including 24x7 SOC monitoring and response support, on a City-wide basis; and

**Whereas**, the City of Mount Vernon relies on its Microsoft 365 email and identity systems as mission-critical infrastructure used daily by every City department to conduct essential governmental operations; and

**Whereas**, in or about December 2025, the City experienced active and escalating intrusion attempts into its Microsoft 365 email environment, posing a significant and immediate risk of account compromise, service disruption, and exposure of confidential and sensitive City information; and

**Whereas**, the threat activity was confirmed by a technology vendor as active and ongoing, including suspicious and malicious behavior impacting the City's environment, requiring immediate remediation, containment, and continuous monitoring; and

**Whereas**, any delay in responding to these real-time cyber threats would have materially increased the likelihood of compromised user accounts, interruption of municipal operations, and harm to the City's information systems and communications; and

**Whereas**, the Office/Department of Management Services determined that an emergency existed requiring immediate action in order to protect the continuity of City operations and the security of City data and communications; and

**Whereas**, prior to authorizing the emergency procurement, the Commissioner of Management Services consulted with key stakeholders, including the Mayor's Office and the Comptroller's Office, and concurrence was reached that immediate action was warranted due to the urgency and severity of the threat; and

**Whereas**, pursuant to applicable law and City procurement policies, emergency procurement is authorized when circumstances affecting public safety, health, or the protection of City property require immediate action and do not permit delay; and

**Whereas**, under such emergency conditions, the Office/Department of Management Services procured enhanced email protection and identity threat detection and response services from Hi-Link Technology Group LLC to provide immediate remediation, containment, and ongoing security monitoring; and

**Whereas**, the services procured include Microsoft 365 Identity and Threat Detection & Response with 24x7 Security Operations Center (SOC) monitoring and response support, providing City-wide coverage across the City's Microsoft 365 email and identity systems; and

**Whereas**, the cost of said services is Fourteen Thousand Eight Hundred Eighty Dollars (\$14,880.00) for 620 users, calculated at \$24.00 per user, for the coverage period October 2025 through September 2026, including a trial month in September 2025 with funds to be used from **A1680.216 (Applications and Services)**; and

2

Whereas, this service enhances the City's ability to detect and mitigate suspicious login activity, account compromise attempts, and advanced email-based threats, thereby strengthening the City's cybersecurity posture against evolving risks that increasingly target municipal governments; and

Whereas, it is in the best interest of the City of Mount Vernon to confirm and ratify this emergency procurement in order to safeguard essential infrastructure and ensure uninterrupted delivery of services to City residents;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK, AS FOLLOWS:

Section 1. Confirmation of Emergency Procurement. The City Council hereby confirms and ratifies the emergency procurement undertaken by the Office/Department of Management Services in December 2025 for enhanced email protection and identity threat detection and response services for the City's Microsoft 365 environment.

Section 2. Authorization of Vendor and Services. The City Council approves the engagement of Hi-Link Technology Group LLC to provide Microsoft 365 Identity and Threat Detection & Response services, including 24x7 SOC monitoring and response support, on a City-wide basis.

Section 3. Cost and Term. The City Council approves the total expenditure of \$14,880.00 for said services, covering 620 users at \$24.00 per user, for the period October 2025 through September 2026, inclusive of a trial month in September 2025. Funds will be used from A1680.216 (Applications and Services).

Section 4. Findings of Emergency. The City Council hereby finds that an emergency existed at the time of procurement due to active and escalating cyber intrusion attempts, necessitating immediate action to protect City systems, data, and operations, and that such action was taken in good faith and in the best interest of the City.

Section 5. Severability. If any provision of this ordinance or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

APPROVED AS TO FORM

*Gregory A. Boas*  
Assistant Corporation Counsel

APPROVED

JAN 28 2026

Date

BY *Joseph J. Shany*  
Acting Mayor

*Catherine Gleason*

Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

*D. S. Boxhill*  
President

ATTEST:

*M. DeBouille*  
City Clerk

FEB 03 2026

5

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Mayor to Retroactively Enter into a Memorandum of Understanding with The Guidance Center of Westchester – Center for College Careers in Communications Support Associate Internship Program – (the City of Mount Vernon shall incur *no* financial obligation under the MOU, including but not limited to payment of wages, stipends, benefits, insurance, or other related costs associated with the internship program); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT

  
Clerk

5

3

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE GUIDANCE CENTER OF WESTCHESTER – CENTER FOR COLLEGE & CAREERS IN COMMUNICATIONS SUPPORT ASSOCIATE INTERNSHIP PROGRAM**

**Whereas**, in correspondence dated January 20, 2026, the Deputy Chief of Staff formally requested authorization for the Mayor to retroactively enter into a Memorandum of Understanding with The Guidance Center of Westchester – Center for College & Careers for the purpose of establishing and supporting the Communications Support Associate Internship Program within the City’s Department of Management Services; and

**Whereas**, the City of Mount Vernon is committed to supporting educational initiatives that provide meaningful experiential learning opportunities for students and emerging professionals; and

**Whereas**, The Guidance Center of Westchester – Center for College & Careers (“Guidance Center”) administers programs designed to prepare students for post-secondary education and career pathways through structured internships and professional development opportunities; and

**Whereas**, the City’s Department of Management Services seeks to participate in a Communications Support Associate Internship Program that will expose interns to municipal communications, public relations, media coordination, and community engagement under City supervision; and

**Whereas**, the proposed Memorandum of Understanding (“MOU”) between the City of Mount Vernon and the Guidance Center formalizes the terms and conditions of this partnership; and

**Whereas**, the MOU establishes that participation in the internship program constitutes an educational experience and does not create an employment relationship between the City and the interns; and

**Whereas**, the MOU further provides that the City shall have no financial obligation for stipends, wages, insurance, or any other compensation or benefits related to the internship program; and

**Whereas**, the City will provide mentorship, supervision, and professional development opportunities to participating interns as part of its commitment to workforce development and civic engagement; and

**Whereas**, the City Council finds that entering into this MOU serves a valid public purpose and is in the best interests of the City of Mount Vernon;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:**

**Section 1. Authorization.** The Mayor is hereby authorized to enter into a Memorandum of Understanding with The Guidance Center of Westchester – Center for College & Careers for the purpose of establishing and supporting the Communications Support Associate Internship Program within the City’s Department of Management Services.

**Section 2. Nature of the Internship Program.** The internship program established under the MOU shall be strictly educational in nature and shall not be deemed to create an employer-employee relationship between the City of Mount Vernon and any participating intern.

3

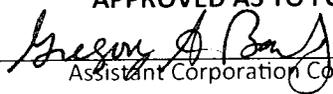
**Section 3. Financial Obligations.** The City of Mount Vernon shall incur no financial obligation under the MOU, including but not limited to payment of wages, stipends, benefits, insurance, or other related costs associated with the internship program.

**Section 4. Administration.** The Department of Management Services, in coordination with other appropriate City departments, shall oversee implementation of the internship program and ensure that interns receive appropriate supervision, mentorship, and professional development opportunities.

**Section 5. Severability.** If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption and subsequent approval by the Board of Estimate & Contract.

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

APPROVED AS TO FORM  
  
Assistant Corporation Counsel

APPROVED  
JAN 28 2026  
Date

BY   
Acting Mayor

  
Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL  
  
President

ATTEST:  
  
City Clerk

FEB 03 2026

6

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Award of a Contract and for the Mayor to enter into a Professional Services Agreement with Woodward & Curran for Engineering and Infrastructure Support Services – (for a term of three (3) years, with an option to extend the agreement for one (1) additional one-year period, subject to mutual agreement and the availability of funds and the total contract authorization shall not exceed Five Million Dollars (\$5,000,000) over the duration of the agreement. Funding shall be provided from the New York State Environmental Facilities Corporation (\$150 Million allocated); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**



Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**



Clerk

4

4

**AN ORDINANCE AUTHORIZING THE AWARD OF A CONTRACT AND FOR THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WOODARD & CURRAN FOR ENGINEERING AND INFRASTRUCTURE SUPPORT SERVICES**

**Whereas**, in correspondence dated January 15, 2026, the Commissioner of the Department of Public Works formally requested authorization for the award of a contract and for the Mayor to enter into a Professional Services Agreement with Woodard & Curran to provide engineering, technical, and advisory services in support of City infrastructure, capital improvement, and clean water initiatives; and

**Whereas**, the City of Mount Vernon (the "City"), through its Department of Public Works ("DPW"), is responsible for the planning, design, implementation, and oversight of critical infrastructure, capital improvement, and regulatory compliance initiatives throughout the City; and

**Whereas**, the City maintains ongoing and emerging needs related to engineering services, infrastructure planning, capital program delivery, and compliance with State and Federal environmental mandates, including sanitary sewer, stormwater management, and clean water initiatives; and

**Whereas**, the City conducted a qualifications-based procurement process in accordance with applicable law and policy, which included the solicitation and review of Statements of Qualifications, interviews, and evaluation of firms based on technical capability, municipal experience, project approach, and capacity to support long-term DPW objectives; and

**Whereas**, through this evaluation process, Woodard & Curran was determined to be the most qualified and responsive firm, demonstrating strong engineering expertise, proven experience delivering complex municipal projects, and familiarity with the City of Mount Vernon's operational, regulatory, and infrastructure landscape; and

**Whereas**, under the proposed professional services agreement, Woodard & Curran will provide engineering analysis, design development, permitting, preparation of bid and construction documents, and other technical and advisory services necessary to advance the City's critical infrastructure priorities; and

**Whereas**, a primary focus of this engagement will be support of the City's Sanitary Sewer and Stormwater Management initiatives, as well as broader Clean Water infrastructure efforts, in coordination with the Department of Public Works and the Mount Vernon Board of Water Supply; and

**Whereas**, the proposed agreement will be for a term of three (3) years, with an option for one (1) additional one-year extension, to ensure continuity, stability, and effective long-term planning and project delivery; and

**Whereas**, the total authorization for this agreement shall not exceed Five Million Dollars (\$5,000,000) over the contract term, with funding to be drawn from the New York State Environmental Facilities Corporation (\$150 Million Allocated); and

**Whereas**, the City Council finds that entering into this professional services agreement is in the best interests of the City and its residents and will support the timely, coordinated, and efficient delivery of essential infrastructure projects;

4

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK, AS FOLLOWS:**

**Section 1. Authorization to Award Contract.** The City Council hereby authorizes the City of Mount Vernon to award a contract and for the Mayor to enter into a Professional Services Agreement with Woodard & Curran to provide engineering, technical, and advisory services in support of City infrastructure, capital improvement, and clean water initiatives.

**Section 2. Term of Agreement.** The professional services agreement shall be for a term of three (3) years, with an option to extend the agreement for one (1) additional one-year period, subject to mutual agreement and the availability of funds.

**Section 3. Contract Amount and Funding Source.** The total contract authorization shall not exceed Five Million Dollars (\$5,000,000) over the duration of the agreement. Funding shall be provided from the New York State Environmental Facilities Corporation (\$150 Million Allocated).

**Section 4. Scope of Services.** Services under this agreement may include, but are not limited to, engineering analysis, design development, permitting assistance, preparation of bid and construction documents, construction support, and other professional and technical services necessary to advance the City's infrastructure and regulatory compliance objectives, including coordination with the Mount Vernon Board of Water Supply.

**Section 5. Authorization to Execute and Administer Agreement.** The Commissioner of Public Works is hereby authorized and directed to execute the professional services agreement and any related documents necessary to effectuate the intent of this Ordinance, in coordination with the City's Legal and Purchasing Departments, and to administer the agreement in accordance with its terms.

**Section 6. Severability.** If any clause, sentence, paragraph, section, or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

**Section 7. Effective Date.** This ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

APPROVED AS TO FORM

*Bruce A. Bell*  
Assistant Corporation Counsel

APPROVED

JAN 28 2026

Date

BY *Derrick Johnson*  
Acting Mayor

*Carole Pearson*

Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

*J. S. Boxhill*  
President

ATTEST:

*Michele Bonilla*  
City Clerk

7

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Mayor to Enter into a New Contract with National Water Main Cleaning Company or Continuation and Close-out of Outfall 24 Sewer System Cleaning and Inspection Work (Project No. 122022-1) – (the original contract for Project No. 122022-1 was awarded to National Water Main Cleaning Company on May 2, 2023, following a competitive procurement process, in the original contract amount of One Million Six Hundred Sixty-One Thousand Eight Hundred Dollars (\$1,661,800.00); all payments under the contract authorized by this Ordinance shall be made from funds previously appropriated and authorized for Project No. 122022-1. No additional appropriation is authorized herein, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

APPROVED AS TO FORM

  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT

  
Clerk

7

5

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A NEW CONTRACT WITH NATIONAL WATER MAIN CLEANING COMPANY FOR CONTINUATION AND CLOSE-OUT OF OUTFALL 24 SEWER SYSTEM CLEANING AND INSPECTION WORK (PROJECT NO. 122022-1)**

**Whereas**, in correspondence dated January 21, 2026, the Commissioner of the Department of Public Works formally requested authorization for the Mayor to execute a new contract with National Water Main Cleaning Company for continuation and close-out of the Outfall 24 Sewer System Cleaning and Inspection Project (Project No. 122022-1) and

**Whereas**, the City of Mount Vernon, through its Department of Public Works, undertook the Outfall 24 Sewer System Cleaning and Inspection Project, designated as Project No. 122022-1, as part of the City's ongoing sewer rehabilitation program and regulatory compliance obligations; and

**Whereas**, the original contract for Project No. 122022-1 was awarded to National Water Main Cleaning Company on May 2, 2023, following a competitive procurement process, in the original contract amount of One Million Six Hundred Sixty-One Thousand Eight Hundred Dollars (\$1,661,800.00); and

**Whereas**, said contract was subsequently amended and approved by the City Council on November 13, 2024, increasing the total authorized contract amount to Two Million Three Hundred Sixty-One Thousand Eight Hundred Dollars (\$2,361,800.00) in order to address additional sewer mileage and field conditions identified during project performance; and

**Whereas**, the amended contract has since expired, although most of the work has been substantially completed; and

**Whereas**, approximately Sixty Thousand Dollars (\$60,000.00) in previously authorized funds remains available for final sewer cleaning, inspection verification, documentation, and regulatory close-out activities that are integral to the completion of Project No. 122022-1; and

**Whereas**, the remaining work represents a direct continuation of services already performed by National Water Main Cleaning Company, and re-advertising the project at this stage would necessitate re-mobilization, duplication of inspection efforts, and re-establishment of system familiarity, resulting in unnecessary cost and delay to the City; and

**Whereas**, maintaining continuity with the existing contractor is in the best interest of the City to ensure efficient completion and proper close-out of the project in a timely and cost-effective manner; and

**Whereas**, the Department of Public Works has determined that it is necessary and appropriate to enter into a new, limited-scope contract with National Water Main Cleaning Company for the sole purpose of completing the outstanding work associated with Project No. 122022-1, utilizing the remaining authorized funds and extending the contract end date from March 31, 2025, to June 30, 2026;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON AS FOLLOWS:**

**Section 1. Authorization to Execute New Contract.** The Mayor of the City of Mount Vernon is hereby authorized to execute a new contract with National Water Main Cleaning Company for continuation and close-out of the Outfall 24 Sewer System Cleaning and Inspection Project (Project No. 122022-1).

5

**Section 2. Contract Amount and Scope.** The contract authorized herein shall be in an amount not to exceed the remaining authorized balance of previously approved funds and shall be limited in scope to final sewer system cleaning, inspection verification, documentation, and regulatory close-out activities necessary to complete Project No. 122022-1. The contract date shall be extended from March 31, 2025 to June 30, 2026.

**Section 3. Administration of Contract.** The Commissioner of Public Works is hereby authorized to execute and administer all necessary documents related to the contract, in coordination with the Legal Department and the Purchasing Department, consistent with applicable laws, rules, and regulations.

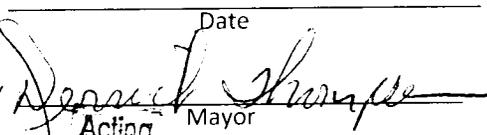
**Section 4. Funding.** All payments under the contract authorized by this Ordinance shall be made from funds previously appropriated and authorized for Project No. 122022-1. No additional appropriation is authorized herein.

**Section 5. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 6. Effective Date.** This ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

APPROVED AS TO FORM  
  
Assistant Corporation Counsel

APPROVED  
JAN 28 2026  
Date  
BY   
Acting Mayor

  
Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL  
  
President

ATTEST:  
  
City Clerk

FEB 03 2026

8

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Mayor to Enter into a New Contract with National Water Main Cleaning Company for Sewer Rehabilitation Phase 1 (Project No. 122022-2) – (the original contract term has expired, and approximately Five Hundred Thousand Dollars (\$500,000) remains available under the previously authorized contract amount; extending the contract end date from November 30, 2025, to June 30, 2026; this amendment is time-only and does **not** authorize any increase or modification to the previously approved total contract amount of \$6,923,630.00); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**

  
Clerk

8

6

**AN ORDINANCE AUTHORIZING THE MAYOR TO  
ENTER INTO A NEW CONTRACT WITH NATIONAL  
WATER MAIN CLEANING COMPANY FOR SEWER  
REHABILITATION PHASE 1 (PROJECT NO. 122022-2)**

**Whereas**, in correspondence dated January 21, 2026, the Commissioner of the Department of Public Works formally requested authorization for the Mayor to enter into a new contract with National Water Main Cleaning Company for Sewer Rehabilitation Phase 1, Project No. 122022-2, for the limited purpose of completing the remaining scope of work associated with said project; and

**Whereas**, the City of Mount Vernon (the "City"), through its Department of Public Works ("DPW"), is undertaking Sewer Rehabilitation Phase 1, designated as Project No. 122022-2, to rehabilitate critical sanitary sewer infrastructure throughout designated areas of the City; and

**Whereas**, on May 2, 2023, the Mount Vernon City Council authorized the award of a competitively procured contract to National Water Main Cleaning Company for Sewer Rehabilitation Phase 1 in the total amount of Six Million Nine Hundred Twenty-Three Thousand Six Hundred Thirty Dollars (\$6,923,630); and

**Whereas**, the original contract term has expired, and approximately Five Hundred Thousand Dollars (\$500,000) remains available under the previously authorized contract amount; and

**Whereas**, completion of the remaining sewer rehabilitation work is dependent upon prior cleaning and inspection results and must be carefully sequenced with other active sewer capital improvement and maintenance projects currently underway within the City; and

**Whereas**, the remaining scope of work constitutes a continuation of rehabilitation activities already in progress under Project No. 122022-2, rather than a new or separately defined project; and

**Whereas**, re-advertising the remaining work at this stage would require a new contractor to duplicate prior investigations, re-establish familiarity with the City's sewer system, and re-mobilize equipment and personnel, thereby resulting in unnecessary cost, project delays, and coordination challenges; and

**Whereas**, maintaining continuity with the existing contractor, National Water Main Cleaning Company, is in the best interest of the City to efficiently complete the remaining rehabilitation work and to protect the City's investment in work already performed; and

**Whereas**, the Department of Public Works has recommended that the City enter into a new contract with National Water Main Cleaning Company, limited in scope and cost, for the purpose of completing Sewer Rehabilitation Phase 1 under Project No. 122022-2, in an amount not to exceed the remaining authorized funds extending the contract end date from November 30, 2025 to June 30, 2026; and

**Whereas**, the City Council finds that authorizing such a contract is necessary and appropriate to ensure the timely and cost-effective completion of this essential infrastructure project;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF MOUNT VERNON:**

**Section 1. Authorization to Amend Contract.** The Mayor of the City of Mount Vernon is hereby authorized to execute a new contract with National Water Main Cleaning Company for Sewer Rehabilitation Phase 1, Project No. 122022-2, for the

6

6

limited purpose of completing the remaining scope of work associated with said project extending the contract end date from November 30, 2025 to June 30, 2026.

**Section 2. No Change in Contract Amount.** The City Council hereby confirms that this amendment is time-only and does **not** authorize any increase or modification to the previously approved total contract amount of \$6,923,630.00.

**Section 3. Administrative Authority.** The Commissioner of Public Works is hereby authorized and directed to execute, administer, and oversee the performance of the contract, and to execute any and all related documents necessary to carry out the intent of this Ordinance, in coordination with the City's Legal and Purchasing Departments.

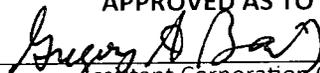
**Section 4. Consistency with Law.** All actions taken pursuant to this Ordinance shall be in accordance with applicable provisions of the City Charter, the Administrative Code of the City of Mount Vernon, and all other applicable local, state, and federal laws and regulations.

**Section 5. Severability.** If any clause, sentence, paragraph, section, or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

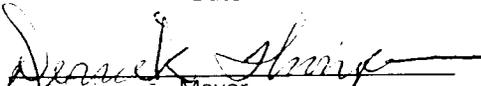
APPROVED AS TO FORM

  
Assistant Corporation Counsel

APPROVED

JAN 28 2026

Date

BY   
Acting Mayor



Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

  
President

ATTEST:

  
City Clerk

9

RESOLVED, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Acceptance of Bid and Award of Contract to County Excavating, LLC for Various Public Works/Construction Equipment Rentals -- (the total contract amount shall not exceed Two Million Dollars (\$2,000,000.00) over the life of the agreement, subject to annual budgetary appropriations and funding for this contract shall be made available from approved Operating and/or Capital fund lines, including but not limited to:

- A8120.405 -- Outside Contracted Service
- A8120.429 -- Emergency Sewer Repairs
- A8120.203.C934 -- NYS EFC Emergency Grant Funding

; be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026

Morton: Yea Thompson: Yea

Patterson-Howard: Yea

Resolution: Adopted

APPROVED AS TO FORM

*Gerson A. B...*  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT

*M. Cole Bonilla*  
Clerk

9

7

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF BID AND AWARD OF CONTRACT TO COUNTY EXCAVATING, LLC FOR VARIOUS PUBLIC WORKS/CONSTRUCTION EQUIPMENT RENTALS**

**Whereas**, in correspondence dated January 20, 2026, the Commissioner of the Department of Public Works formally requested authorization to accept the bid of County Excavating, LLC and award the contract for Various Public Works/Construction Equipment Rentals to County Excavating, LLC as the lowest responsive and responsible bidder, consistent with the evaluated bid matrix and DPW's recommendation; and

**Whereas**, the Department of Public Works ("DPW") publicly advertised for sealed bids for Various Public Works/Construction Equipment Rentals, in accordance with applicable provisions of the New York State General Municipal Law and the City of Mount Vernon Procurement Policy; and

**Whereas**, a competitive bid opening was duly conducted on August 19, 2025; and

**Whereas**, three (3) firms submitted complete bid packages in response to the bid solicitation, namely:

- 1. Zonzini Pipeline Inc.;
- 2. Fred A. Cook, Jr., Inc.; and
- 3. County Excavating, LLC; and

**Whereas**, DPW evaluated all submitted bids for responsiveness, including completeness of submissions, execution of required forms, and acknowledgements, and for responsibility, including vendor capacity, experience, references, compliance with prevailing wage requirements, and insurance coverage; and

**Whereas**, DPW further evaluated and compared line-item pricing across a comprehensive equipment list, including but not limited to excavators, dump trucks of various capacities, front-end loaders, and dozers, for weekday, evening, weekend, and holiday usage rates; and

**Whereas**, based upon the attached bid matrix and supporting documentation, County Excavating, LLC submitted a responsive bid and was determined to be a responsible bidder capable of meeting the operational and emergency needs of the City; and

**Whereas**, the bid submitted by County Excavating, LLC represents the most cost-effective pricing profile for the City across high-utilization equipment categories; and

**Whereas**, the DPW has recommended that the City award the contract for Various Public Works/Construction Equipment Rentals to County Excavating, LLC as the lowest responsive and responsible bidder; and

**Whereas**, the proposed contract term is for two (2) years, with one (1) additional one-year renewal option, exercisable at the sole discretion of the City under the same terms and conditions; and

**Whereas**, the total contract amount shall not exceed Two Million Dollars (\$2,000,000.00) over the life of the agreement, subject to annual budgetary appropriations; and

7

Whereas, funding for this contract shall be made available from approved Operating and/or Capital fund lines, including but not limited to:

- A8120.405 – Outside Contracted Service
- A8120.429 – Emergency Sewer Repairs
- A8120.203.C934 – NYS EFC Emergency Grant Funding; and

Whereas, the availability of competitively priced equipment rentals is necessary to ensure DPW can timely deliver critical public services, respond to emergencies, and support ongoing capital projects;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK, AS FOLLOWS:

Section 1. Authorization to Accept Bid and Award Contract. The City Council hereby accepts the bid of County Excavating, LLC and awards the contract for Various Public Works/Construction Equipment Rentals to County Excavating, LLC as the lowest responsive and responsible bidder, consistent with the evaluated bid matrix and DPW's recommendation.

Section 2. Contract Term. The Mayor is hereby authorized to execute an agreement with County Excavating, LLC for a term of two (2) years, with one (1) additional one-year renewal option, exercisable at the City's sole discretion, under the same terms and conditions.

Section 3. Contract Amount and Funding. The total amount authorized under this agreement shall not exceed \$2,000,000.00, subject to available appropriations for each fiscal year. The Comptroller is hereby authorized to encumber and make payments against this contract from approved Operating and/or Capital fund lines, including but not limited to those identified in the Whereas clauses herein.

Section 4. Non-Exclusive Award. This contract award is expressly deemed non-exclusive, and nothing herein shall prohibit or restrict the City from utilizing other contracts, intermunicipal agreements, cooperative purchasing agreements, or emergency procurements when such action is determined to be in the best interest of the City.

Section 5. Approval as to Form. The agreement authorized herein shall be subject to approval by the Corporation Counsel as to form prior to execution.

Section 6. Severability. If any section, subsection, clause, or provision of this Ordinance shall be adjudged invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

APPROVED AS TO FORM

*Gregory B. Bair*  
Assistant Corporation Counsel

APPROVED

JAN 28 2026  
Date

BY *Derrick Shaw*  
Acting Mayor

*Pauline J. Blum*

Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

*D. J. B...*  
President

ATTEST

*M. DeB...*  
City Clerk

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

FEB 03 2026

10

HELD

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing a Title Change for Mr. Kenneth McBryde from Motor Equipment Operator to Tree Trimmer within the Department of Public Works, as follows:

Title:	Salary:
Motor Equipment Operator (MEO) - Old	\$80,871.71
Tree Trimmer - New	\$91,156.51
Difference	\$10,284.80

**Funding Source.** Funding for this acquisition for the remainder of the year is available via the following budget transfer:

From:	To:
A8160.101 (Salaries and Wages) - \$74,650.81	A7111.101 (Salaries and Wages) - \$83,221.39
A7111.106 (Differential Pay) - \$2,570.58	
A7111.203 (Equipment) - \$4,000.00	
A7111.430 (Memorial Field) - \$2,000.00	

**No Cost to the City.** The establishment and maintenance of this position shall result in no financial impact to the City of Mount Vernon's general fund during the covered grant period; be, and the same is hereby approved.

HELD

APPROVED AS TO FORM

  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT

\_\_\_\_\_  
Clerk

10

JAN 20 2026

18

**AN ORDINANCE AUTHORIZING A TITLE CHANGE  
FOR MR. KENNETH MCBRYDE FROM  
MOTOR EQUIPMENT OPERATOR TO TREE TRIMMER  
WITHIN THE DEPARTMENT OF PUBLIC WORKS**

**Whereas**, in correspondence dated January 21, 2026, the department of Public Works formally requested authorization to change Mr. Kenneth McBryde's title from Motor Equipment Operator (MOE) to Tree Trimmer within the Department of Public Works; and

**Whereas**, this request is driven by evolving operational needs, expanded responsibilities, and professional qualifications that now exceed the scope of the Motor Equipment Operation classification which Mr. McBryde is currently in; and

**Whereas**, the city continues to experience an increased volume of emergency and non-emergency responses related to hazardous, storm-damages, and structurally compromised trees. These conditions present immediate public safety concerns and require specialized skills, training, and equipment operations consistent with the Tree Trimmer title.; and

**Whereas**, Mr. McBryde has obtained additional professional certifications related to tree operations, safety, and specialized equipment usage. These certifications materially enhance the Department's ability to perform advanced tree work in-house and reduce reliance on external contractors.; and

**Whereas**, Mr. McBryde has successfully acquired his New York State Commercial Driver's License (CDL), qualifying him to operate heavy and specialized vehicles essential to advanced tree-trimming operations.; and

**Whereas**, Mr. McBryde routinely performs daily operational duties involving the Tree Grappler Truck, a specialized function central to the Tree Trimmer classification and beyond the standard duties of a Motor Equipment Operator.

**Whereas**, due to the expanded scope of his duties, the City is currently compensating Mr. McBryde with a daily differential to perform Tree Trimmer-related responsibilities; and

**Whereas**, reclassifying Mr. McBryde to the Tree Trimmer Title will align his formal job classification and compensation with the work he is already performing on a regular basis;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF MOUNT VERNON, NEW YORK, AS FOLLOWS:**

**Section 1.**

**Compensation Adjustment.** The proposed title change includes the following salary adjustment in accordance with the appropriate classification:

Title	Salary
Motor Equipment Operator (MEO) - Old	\$80,871.71
Tree Trimmer – New	\$91,156.51
Difference	\$10,284.80

10

18

**Section 2.**

**Funding Source.** Funding for this acquisition for the remainder of the year is available via the following budget transfer:

From	To
A8160.101 (Salaries and Wages) - \$74,650.81	A7111.101 (Salaries and Wages) - \$83,221.39
A7111.106 (Differential Pay) - \$2,570.58	
A7111.203 (Equipment) - \$4,000	
A7111.430 (Memorial Field) - \$2,000.00	

**Section 3.**

**No Cost to the City.** The establishment and maintenance of this position shall result in no financial impact to the City of Mount Vernon's general fund during the covered grant period.:

**Section 4.**

**Implementation.** The Mayor, Commissioner of the Department of Buildings, and Comptroller are hereby authorized and directed to take all actions necessary to implement the provisions of this Ordinance, including updating the City's personnel and budget records to reflect the creation and funding of this position.

**Section 5.**

**Effective Date.** This Ordinance shall take effect immediately upon passage and adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

APPROVED AS TO FORM

*Bryson A. Boes*  
Assistant Corporation Counsel

APPROVED

JAN 28 2026

Date

BY *Deborah Thompson*  
Acting Mayor

*Justin J. Gleason*

Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

*J. S. Boes*  
President

ATTEST

*Michelle Bonilla*  
City Clerk

FEB 03 2026

11

RESOLVED, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing Council Member Turnquest-Jones to Attend the 2026 New York Conference of Mayors (NYCOM) Winter Legislative Meeting – (February 1-3, 2026; there is no cost to the City); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

APPROVED AS TO FORM

  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT

  
Clerk

11

11  
JAN 28 2026

**AN ORDINANCE AUTHORIZING COUNCILMEMBER  
CYNTHIA TURNQUEST-JONES TO ATTEND THE  
2026 NEW YORK CONFERENCE OF MAYORS (NYCOM)  
WINTER LEGISLATIVE MEETING**

**WHEREAS**, by letter dated January 21, 2026, the Legislative Assistant has requested legislation authorizing Councilmember Cynthia Turnquest-Jones to attend the NYCOM's Winter Legislative Meeting in Albany, New York from February 1-3, 2026; and

**WHEREAS**, attendance at this conference will provide an opportunity to engage with elected officials from across the State and beyond, including legislative representatives; and

**WHEREAS**, such engagement will support the exchange of ideas, collaboration on public policy matters, and the advancement of the City's legislative and governmental interests; and

**WHEREAS**, all costs associated with attendance at this conference will be fully covered by Councilmember Turnquest-Jones, resulting in no financial impact to the City; **NOW, THEREFORE, BE IT RESOLVED THAT**

The City of Mount Vernon, in City Council convened, does hereby ordain and enact:

**Section 1. Authorization.** Councilmember Cynthia Turnquest-Jones is hereby authorized to attend NYCOM's Winter Legislative Meeting in Albany, New York from February 1-3, 2026.

**Section 2. Appropriation and Expenditure.** There is no cost to the City.

**Section 3. Purpose and Reporting.** Attendance at this conference will provide an opportunity to engage with elected officials from across the State and beyond, including legislative representatives. Such engagement will support the exchange of ideas, collaboration on public policy matters, and the advancement of the City's legislative and governmental interests

**Section 4. Effective Date.** This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.

APPROVED AS TO FORM

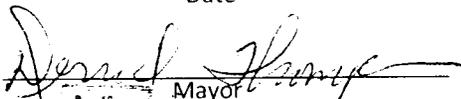
  
Assistant Corporation Counsel

APPROVED

JAN 28 2026

Date

BY

  
Acting Mayor

  
Councilperson

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL

  
President

ATTEST:

  
City Clerk

12

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Mayor to Enter into a Recurring Maintenance Agreement with Cummins Allison for Currency Coin-Handling Equipment – (for a period of one (1) year, commencing on February 19, 2026, and terminating on February 18, 2027; total cost of the agreement shall not exceed \$1,838.00, subject to the terms and conditions set forth in the maintenance agreement. Payment under this agreement shall be made from Budget Line A1130.416 (Technology & Upgrades), or any successor budget code, as certified by the Comptroller); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**

  
Clerk

10

12

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RECURRING MAINTENANCE AGREEMENT WITH CUMMINS ALLISON FOR CURRENCY AND COIN-HANDLING EQUIPMENT**

**Whereas**, in correspondence dated January 12, 2026, the Acting Commissioner/Chief of the Department of Public Safety formally requested authorization for the Mayor to enter into a recurring maintenance agreement with Cummins Allison for the servicing and maintenance of currency and coin-handling equipment utilized by the Parking Bureau; and

**Whereas**, the City of Mount Vernon utilizes currency and coin-handling systems, including coin-counting machines, to ensure the accurate and efficient processing of coins collected from parking meters throughout the City; and

**Whereas**, Cummins Allison specializes in the maintenance and servicing of currency and coin-handling equipment, including coin-counting machines currently used by the City's Parking Bureau; and

**Whereas**, the continued maintenance of such equipment is necessary to ensure accuracy, efficiency, and reliability in the collection and accounting of municipal parking meter revenues; and

**Whereas**, the City seeks to renew a recurring maintenance agreement with Cummins Allison for a one (1) year term, commencing February 19, 2026, and terminating February 18, 2027; and

**Whereas**, the total cost of the maintenance agreement is One Thousand Eight Hundred Thirty-Eight Dollars (\$1,838.00); and

**Whereas**, sufficient funds have been appropriated and are available under Budget Line A1130.416 (Technology & Upgrades) to satisfy the cost of said agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON AS FOLLOWS:**

**Section 1. Authorization.** The Mayor of the City of Mount Vernon is hereby authorized to enter into a recurring maintenance agreement with Cummins Allison for the servicing and maintenance of currency and coin-handling equipment utilized by the Parking Bureau.

**Section 2. Term of Agreement.** The term of the agreement shall be for a period of one (1) year, commencing on February 19, 2026, and terminating on February 18, 2027.

**Section 3. Compensation.** The total cost of the agreement shall not exceed \$1,838.00, subject to the terms and conditions set forth in the maintenance agreement.

**Section 4. Funding Source.** Payment under this agreement shall be made from Budget Line A1130.416 (Technology & Upgrades), or any successor budget code, as certified by the Comptroller.

**Section 5. Execution Authority.** The Mayor, Comptroller, and all other appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Ordinance, including the execution of all required documents.

**Section 6. Severability.** If any clause, sentence, paragraph, section, or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract.

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

  
Councilperson

**THIS ORDINANCE ADOPTED BY CITY COUNCIL**

  
President

**APPROVED**

1.14.26 2026

Date

**ATTEST:**  
  
City Clerk

BY   
Acting Mayor

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

FEB 03 2026

13

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Mayor to Execute a Retroactive Contract Renewal for City Mapping Services for the Department of Assessment – (January 2, 2026, through December 31, 2026; the total amount authorized under this contract shall not exceed Twenty-Five Thousand Four Hundred Fifteen Dollars and No Cents (\$25,415.00), payable in thirteen (13) equal installments of One Thousand Nine Hundred Fifty-Five Dollars and No Cents (\$1,955.00) every four (4) weeks and payment for the services authorized herein shall be made from funds duly appropriated in the Fiscal Year 2026 adopted budget of the City of Mount Vernon, Department of Assessment, budget line A1355-204 (Assessor's Map)); be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**

  
Clerk

13

JAN 28 2026

17

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RETROACTIVE CONTRACT RENEWAL FOR CITY MAPPING SERVICES FOR THE DEPARTMENT OF ASSESSMENT**

**Whereas**, by correspondence dated January 8, 2026, the Commissioner of the Department of Assessment formally requested authorization for the Mayor to execute a retroactive contract renewal with MRB|Group, Engineering, Architecture, Surveying D.P.C. for the provision of official City mapping services to the Department of Assessment for the period January 2, 2026, through December 31, 2026, in substantially the form submitted to the City Council and on file with the City Clerk; and

**Whereas**, the Department of Assessment of the City of Mount Vernon requires accurate, current, and officially maintained assessment maps in order to properly administer real property assessments in accordance with applicable law; and

**Whereas**, MRB|Group, Engineering, Architecture, Surveying D.P.C. has historically provided official mapping services to the City of Mount Vernon and possesses the requisite expertise and familiarity with the City's assessment mapping system; and

**Whereas**, the renewal service agreement provides for an annual cost of Twenty-Five Thousand Four Hundred Fifteen Dollars and No Cents (\$25,415.00), payable in thirteen (13) equal installments of One Thousand Nine Hundred Fifty-Five Dollars and No Cents (\$1,955.00) every four (4) weeks; and

**Whereas**, sufficient funds have been appropriated in the Fiscal Year 2026 adopted budget of the City of Mount Vernon within **budget line A1355-204 (Assessor's Map)** to cover the cost of said contract; and

**Whereas**, it is in the best interest of the City of Mount Vernon to authorize the execution of said contract renewal in order to ensure continuity of essential assessment mapping services:

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:**

**Section 1. Authorization of Contract Renewal.** The Mayor is hereby authorized to execute a retroactive contract renewal with MRB|Group, Engineering, Architecture, Surveying D.P.C. for the provision of official City mapping services to the Department of Assessment for the period January 2, 2026, through December 31, 2026, in substantially the form submitted to the City Council and on file with the City Clerk.

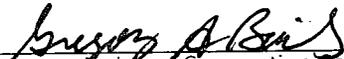
**Section 2. Contract Amount.** The total amount authorized under this contract shall not exceed Twenty-Five Thousand Four Hundred Fifteen Dollars and No Cents (\$25,415.00), payable in thirteen (13) equal installments of One Thousand Nine Hundred Fifty-Five Dollars and No Cents (\$1,955.00) every four (4) weeks.

**Section 3. Funding Source.** Payment for the services authorized herein shall be made from funds duly appropriated in the Fiscal Year 2026 adopted budget of the City of Mount Vernon, Department of Assessment, budget line A1355-204 (Assessor's Map).

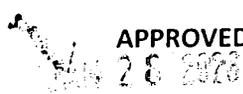
**Section 4. Severability.** If any clause, sentence, paragraph, subdivision, section, or part of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 5. Effective Date.** This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

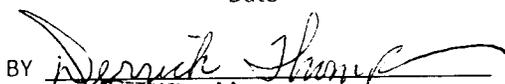
APPROVED AS TO FORM

  
Assistant Corporation Counsel

APPROVED

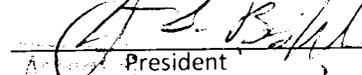


Date

BY   
Acting Mayor

  
Councilperson

THIS ORDINANCE ADOPTED BY CITY COUNCIL

  
President

ATTEST:

  
City Clerk

Vote Taken: January 28, 2026  
Gleason: Yea Thompson: Yea  
Turnquest-Jones: Yea Wallace: Yea  
Boxhill: Yea Ordinance Adopted

FEB 03 2026

14

**RESOLVED**, that an Ordinance adopted by the City Council on January 28, 2026, and signed by the Acting Mayor on January 28, 2026, authorizing the Amendment of Ordinance No. 1 adopted December 10, 2025, entitled "An Ordinance Amending Chapter 126, Article VI of the Code of the City of Mount Vernon Establishing Updated Sewer Rents and Refuse Sustainability Fees," as follows:

Type of Fee:	Amount:
Sanitary Sewer Fee	\$1.25 per 100 cubic feet
Sanitary Sewer Fee Minimum Charge (up to 1500 cubic feet)	\$18.75
Residential Refuse Fee (per unit)	\$225.00
Low Income Senior Residential Fee (per unit)	\$55.00 [\$110.00]
Non-Residential Refuse Fee	\$2,350.00
Non-Profit Refuse Fee (0.5 acre or less)	\$725.00
Non-Profit Refuse Fee (0.51 acre or more)	\$725.00 [\$1,200.00]
Non-Profit Dormitory (Family) Refuse Fee	\$110.00
Non-Profit Dormitory (SRO) Refuse Fee	\$55.00

shall take effect January 1, 2026, and shall apply to all billing cycles thereafter; be, and the same is hereby approved.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT,

  
Clerk

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AN ORDINANCE AMENDING ORDINANCE NO. 1, ADOPTED DECEMBER 10, 2025 ENTITLED "AN ORDINANCE AMENDING CHAPTER 126, ARTICLE VI OF THE CODE OF THE CITY OF MOUNT VERNON ESTABLISHING UPDATED SEWER RENTS AND REFUSE SUSTAINABILITY FEES"

The City of Mount Vernon, in City Council convened, does hereby ordain and enact:

Section 1. Section 2 of Ordinance No. 1, adopted December 10, 2025, entitled "AN ORDINANCE AMENDING CHAPTER 126, ARTICLE VI OF THE CODE OF THE CITY OF MOUNT VERNON ESTABLISHING UPDATED SEWER RENTS AND REFUSE SUSTAINABILITY FEES" is hereby amended as follows:

Section 2. Amendment to Fee Schedule. Chapter 126, Article VI of the Code of the City of Mount Vernon shall be amended to update the schedule of fees as follows:

Table with 2 columns: Type of Fee, Amount. Rows include Sanitary Sewer Fee, Sanitary Sewer Fee Minimum Charge, Residential Refuse Fee, Low Income Senior Residential Fee, Non-Residential Refuse Fee, Non-Profit Refuse Fee (0.5 acre or less), Non-Profit Refuse Fee (0.51 acre or more), Non-Profit Dormitory (Family) Refuse Fee, Non-Profit Dormitory (SRO) Refuse Fee.

Section 3. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate and Contract and shall take effect January 1, 2026, and shall apply to all billing cycles thereafter.

New Matter Underlined
Deleted Matter in Brackets [ ]

Vote Taken: January 28, 2026
Gleason: Yea Thompson: Yea
Turnquest-Jones: Yea Wallace: Abst.
Boxhill: Yea Ordinance Adopted

APPROVED AS TO FORM
Gregory A Bailey
Assistant Corporation Counsel

Cynthia Gleason
Councilperson

APPROVED
JAN 26 2026
Date

THIS ORDINANCE ADOPTED BY CITY COUNCIL
President

BY Daniel Thompson
Acting Mayor

ATTEST:
City Clerk

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**RESOLVED**, that correspondence dated January 14, 2026, requesting authorization for the following Code Enforcement officials—John Nuculovic, Deputy Commissioner; Curtis Woods, City Engineer; Jawwad Abdul-Halim, Code Enforcer; and Yoseuf Ellis, Principal Clerk—to attend a mandatory four-day New York State Building Officials Conference (NYSBOC), to be held at the Westchester County Center on February 24 and 25 and March 25 and 26, 2026, from 8:30 a.m. to 4:30 p.m., be and hereby is approved; and be it further

**RESOLVED**, that the annual membership and conference registration cost of \$350.00 per attendee shall be paid from funds available in the austerity budget.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

APPROVED AS TO FORM

  
Assistant Corporation Counsel

ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT

  
Clerk

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**AUTHORIZING A RESOLUTION AUTHORIZING  
THE SETTLEMENT OF THE CLAIM OF  
TEYRAISA HALL**

**WHEREAS**, on February 4, 2025, a Notice of Claim was filed by Teyraisa Hall against the City of Mount Vernon alleging violations of her civil rights arising from an alleged wrongful eviction occurring on January 22, 2025, and seeking damages in the amount of \$65,000.00; and

**WHEREAS**, the City of Mount Vernon was served with a summons and complaint in connection with said claim on October 17, 2025; and

**WHEREAS**, after review and evaluation of the claim, the Corporation Counsel, by correspondence dated January 30, 2026, recommended that the Board of Estimate and Contract approve a settlement of the claim in the amount of \$5,000.00;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Board of Estimate and Contract hereby authorizes the settlement of the claim of Teyraisa Hall in the amount of \$5,000.00; and be it further

**RESOLVED**, that the Comptroller is hereby authorized and directed to make payment of said amount from Budget Code A1930.494 (Judgments and Settlements) in the 2026 Budget.

Vote Was Taken As Follows: 02/03/2026  
Morton: Yea Thompson: Yea  
Patterson-Howard: Yea  
Resolution: Adopted

**APPROVED AS TO FORM**

  
Assistant Corporation Counsel

**ADOPTED BY  
BOARD OF ESTIMATE  
AND CONTRACT**

  
Clerk

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