

City of Mount Vernon, New York

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA [FACEBOOK.COM/MOUNTVERNONNY](https://www.facebook.com/mountvernonny)



Referral Packet - Final-revised

Tuesday, September 17, 2024

4:00 PM

MAYOR'S CONFERENCE ROOM - 1st FLOOR

Board of Estimate & Contract

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 Tanesia M. Walters. Noticed in the Journal News.

OTHERS: City Clerk Tanesia M. Walters, Deputy Clerk Nicole J. Bonilla, Council President Caitlin Gleason, Comptroller Darren M. Morton, Assistant Comptroller Condell Hamilton, Corporation Counsel Brian Johnson, Second Deputy Corporation Counsel Christine Lombert

OPENING OF BID FOR DEPARTMENT OF PUBLIC WORKS**ADMINISTRATION OF THE AGENDA****RESOLUTIONS APPROVING ORDINANCES**

1. Management Services: An Ordinance Authorizing the transfer of Funds within the Department of Management Services Budget
2. Office of the Mayor: An Ordinance Authorizing the Transfer of Funds Between Budget Lines within the Mayor's Office
3. Department of Public Works: An Ordinance Authorizing Mayor Shawyn Patterson-Howard to Commit a Local Match for the Green Innovation Grant Program (GIGP) for the South Fourth Street Park Green Infrastructure Project
4. Department of Public Works: An Ordinance Authorizing the Mayor to Enter Into a Contract with Environetics Group Architects, PC for Condition Assessments on Municipal Buildings
5. Board of Water Supply: An Ordinance Authorizing the Mayor to Execute the First Amended Funding Agreement with the NYS Environmental Facilities Corporation
6. City Clerk: An Ordinance Authorizing the Transfer of Funds Between the City Clerk and Election Expense Accounts for the 2023 Election Chargeback Expenses
7. Youth Bureau: An Ordinance Authorizing the Mayor to Retroactively Enter into an Inter-Municipal Agreement with the Westchester County Youth Bureau for the 2024 Summer Youth Employment Program & Training Program - (July 1, 2024, through September 30, 2024)
8. Department of Buildings: An Ordinance Authorizing the Use of City Funds for the Emergency Demolition of the Property Located at 19 South Terrace Avenue
9. City Council: An Ordinance Authorizing the Mayor to enter into a contract with the Center for Governmental Research (CGR) for the Operational Analysis of the Department of Law and the Department of Buildings

10. Department of Buildings: An Ordinance Amending Ordinance No. 24, Adopted by the City Council on June 26, 2024, entitled "AN ORDINANCE TO ESTABLISH MULTI-DWELLING INSPECTION FEES TO ENABLE THE BUILDINGS DEPARTMENT TO ENFORCE THE UNIFORM CODE"
11. Department of Public Safety: An Ordinance Authorizing the Transfer of Funds to Cover Budget Lines with Negative Balances for the Department of Public Safety
12. Office of the City Clerk: An Ordinance Authorizing the Amendment of Chapter 237-35, A and B of the City Code of the City of Mount Vernon, entitled "Taxicab Fares" to Increase Current Fares
13. Office of the Comptroller: An Ordinance Authorizing the Comptroller's Attendance and Funding for the 2024 NYCOM Fall Training School
14. Fire Department: An Ordinance Authorizing the Addition of Four (4) Firefighter Positions to the Fire Department
15. Department of Public Safety: An Ordinance Authorizing the Conversion of Municipal Lot 17 to permit parking

SALARY RESOLUTION(S)

16. Office of the Comptroller: Fire Department Resolution (All Positions)

SETTLEMENT(S)

17. Law Department: Settling the Claim of Esurance Property and Casualty Insurance Company a/s/o Natalie Briscoe v. Dexter L. Gray et al.

DEPARTMENT OF PUBLIC WORKS REQUEST TO AWARD CONTRACTS

18. Department of Public Works: A Resolution Authorizing the Award of a Contract to Petrillo Contracting, Inc. for Resurfacing of Various Streets in the City of Mount Vernon, New York for 2024-2025
19. Department of Public Works: A Resolution Authorizing the Award of a Contract to M. Zonzini Pipeline Services, Inc. for Various Public Works Construction Rental: 2024-2025

TAX REVIEW SETTLEMENTS

20. A Resolution for the Tax Reduction - Grandview Park Associates LLC
21. A Resolution for Tax Reduction - CPD PROPERTIES, NY, LLC
22. A Resolution for the Tax Reduction - Lucas Building Company LLC (9 West Prospect Avenue, 10 Fiske Place)
23. A Resolution for the Tax Reduction - Lucas Building Company LLC (9 West Prospect Avenue)

24. A Resolution for the Tax Reduction - 17 South MacQuesten Parkway

ADD-ON

Agenda was concluded at ____ 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 ____



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
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File #: TMP -853

Agenda Date: 9/17/2024

Agenda #: 1.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Transfer of Funds within the Department of Management Services Budget (\$30,769.90 as shown below):

- \$18,522.02 to Budget Code A1680.216 (Application Services)
- \$12,247.88 to Budget Code A1680.215 (System and Software & Support)

, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS WITHIN THE DEPARTMENT OF MANAGEMENT SERVICES BUDGET

Whereas, by letter dated August 29, 2024, the Commissioner of the Department of Management Services has requested legislation authorizing the transfer of \$30,769.90 from Budget Code A1680.486 (Technology Upgrades (Leases of Servers and Shared Systems) to Budget Codes A1680.215 (System and Software & Support) and A1680.216 (Application Services) as specified below; and

Whereas, the Department of Management Services has identified a need to transfer funds within its budget to cover the costs associated with software license renewals for Adobe Systems Software and CivicPlus See-Click-Fix; and

Whereas, these costs were transferred to Management Services and were not initially included in the Department’s budget under the associated budget lines; and

Whereas, the breakdown of the budget transfer is as follows:

- \$18,522.02 allocated to Budget Code A1680.216 (Application Services)
- \$12,247.88 allocated to Budget Code A1680.215 (System and Software & Support); **Now,**

Therefore, Be It Resolved That

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

Section 1. Authorization for Budget Transfer. The City Council hereby authorizes the Comptroller to transfer \$30,769.90 from Budget Code A1680.486 (Technology Upgrades (Leases of Servers and Shared Systems) to Budget Codes A1680.215 (System and Software & Support) and

A1680.216 (Application Services) as specified below:

- \$18,522.02 to Budget Code A1680.216 (Application Services)
- \$12,247.88 to Budget Code A1680.215 (System and Software & Support).

Section 2. Purpose of Transfer. The purpose of this transfer is to cover the costs of software license renewals for Adobe Systems Software and CivicPlus See-Click-Fix, which were not initially budgeted for under the Department of Management Services' associated budget lines.

Purpose: This ordinance authorizes reallocating funds within the Department of Management Services' budget to cover unforeseen software renewal costs, ensuring continued access to essential software tools for city operations.

Section 3. Authorization to Issue Payment. Upon approval of this ordinance, the Comptroller is authorized to issue payments from the reallocated budget codes to renew Adobe Systems Software and CivicPlus See-Click-Fix licenses.

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



CITY OF MOUNT VERNON, N.Y.

Mayor Office

SHAWYN PATTERSON-HOWARD, MPA
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 665-2362 – Fax: (914) 665-6173

JUAN PEREZ
Commissioner Management Services

August 29, 2024

VIA EMAIL:

Honorable City Council Members
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

RE: Approval of budget transfer of \$30,769.90 from Data Processing Equip U A1680.486 to Software & Software S A1680.215 and Application Services A1680.216 for city council meeting to be held on September 11th 2024.

Honorable Council members:

Management Services requests that the City Council approve a Resolution to allow the Department of Management Services to transfer \$30,769.90 from budget code Data Processing Equip U - **A1680.486** to budget codes Software & Software S - **A1680.215** and Application Services - **A1680.216** to cover the cost of software license renewals for Adobe Systems Software and the renewal of CivicPlus See-Click-Fix.

The Budget transfer will be broken up as follows:

\$18,522.02 allocated to Budget Code A1680.216

\$12,247.88 allocated to Budget Code A1680.215

The transfer is being made to cover the associated cost that were transferred to management services and were not originally part of the Management Services budget under the associated budget lines.

Should this request meet with the approval of the city council, we further seek permission to issue payment from the associated budget codes for the Adobe and CivicPlus renewals.

Thank you.
Sincerely,
Juan Perez

Commissioner Management Services
cc: Mayors Office, Comptroller

“The Jewel of Westchester”



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
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File #: TMP -849

Agenda Date: 9/17/2024

Agenda #: 2.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Transfer of Funds between Budget Lines within the Mayor's Office Budget - (\$728.05 from the Mayor's Office Promotional Expenses Budget Line (A1210.459) to the Office Expenses Budget Line (A1210.401)), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS BETWEEN BUDGET LINES WITHIN THE MAYOR'S OFFICE BUDGET

Whereas, by letter dated July 26, 2024, the Mayor has requested legislation authorizing the transfer of funds for \$728.05 from the Mayor's Office Promotional Expenses Budget Line (A1210.459) to the Office Expenses Budget Line (A1210.401); and

Whereas, the City of Mount Vernon requires the efficient management of departmental budgets to maintain fiscal responsibility and ensure adequate funding for necessary expenses; and

Whereas, a negative balance has been identified in the Office Expense budget line (A1210.401) for the Mayor's Office, and there is a need to provide additional funds for future purchases and operational needs; and

Whereas, the Mayor's Office has identified available funds in the Promotional Expense budget line (A1210.459) that can be reallocated to cover the negative balance and future needs; and

Whereas, a transfer of \$728.05 from Promotional Expenses (A1210.459) to Office Expenses (A1210.401) is necessary to ensure the continued operation of the Mayor's Office without interruption; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Transfer. The City Council authorizes the transfer of funds in the amount of \$728.05 from the Mayor's Office Promotional Expenses Budget Line (A1210.459) to the Office Expenses Budget Line (A1210.401).

Section 2. Purpose of Transfer. The purpose of this transfer is to cover a negative balance

in the Office Expense budget line and to provide for future purchases necessary for the effective operation of the Mayor's Office.

Section 3. Budget Adjustment. The City Comptroller is hereby directed to make the necessary adjustments to the budget to reflect this transfer, ensuring that the funds are appropriately allocated as described in this ordinance.

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



CITY OF MOUNT VERNON, N.Y.

Mayor Office

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2362 – Fax: (914) 665-6173

MALCOLM CLARK
Chief of Staff

KHENDRA DAVID
Deputy Chief of Staff

August 28, 2024

Honorable Members of the City Council
Through the Office of the Mayor
City Hall Room 104
One Roosevelt Square
Mount Vernon, NY 10550

RE: Transfer of Funds

Dear Honorable Members,

The following department budget line transfer is necessary to cover a negative balance as well as future purchases for the Mayor’s Office. We are requesting the amount below to be transferred from the Mayor’s Office: - Promotional Expense: A1210.459 to Office Expense: A1210.401.

From	Amount	To
A1210.459 Promotional Expense	\$728.05	A1210.401 Office Expense

If this meets with the approval of Your Honorable Body, kindly have the necessary legislation enacted to transfer the funds.

In Service,

Shawyn Patterson-Howard

Mayor

“The Jewel of Westchester”



City of Mount Vernon, New York

Staff Report

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File #: TMP -817

Agenda Date: 9/17/2024

Agenda #: 3.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing Mayor Shawyn Patterson-Howard to Commit a Local Match for the Green Innovation Grant Program (GIGP) for the South Fourth Street Park Green Infrastructure Project - (the local match of \$199,000 shall be sourced from the \$150 million in Empire State Development Corporation grants awarded to the City of Mount Vernon for sewer repairs and improvements on April 15, 2022), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING MAYOR SHAWYN PATTERSON-HOWARD TO COMMIT A LOCAL MATCH FOR THE GREEN INNOVATION GRANT PROGRAM (GIGP) FOR THE SOUTH FOURTH STREET PARK GREEN INFRASTRUCTURE PROJECT

Whereas, by letter dated August 9, 2024, the Commissioner of the Department of Public Works has requested legislation authorizing Mayor Shawyn Patterson-Howard to commit the minimum 10 percent local match of \$199,000 as required by the Green Innovation Grant Program (GIGP) for the South Fourth Street Park Green Infrastructure Project No. 2152; and

Whereas, the City of Mount Vernon has been awarded a Green Innovation Grant Program (GIGP) grant by the New York State Environmental Facilities Corporation (EFC) for the South Fourth Street Park Green Infrastructure Project No. 2152, in the amount not to exceed \$1,790,000 in federal funds for porous pavement, stormwater street trees, bioretention, and a green wall; and

Whereas, the GIGP grant requires a minimum 10 percent local match of \$199,000, which must be committed by the City of Mount Vernon to fulfill the grant requirements; and

Whereas, the source of the \$199,000 local match will be derived from the \$150 million in Empire State Development Corporation grants awarded to the City of Mount Vernon for sewer repairs and improvements on April 15, 2022; and

Whereas, the South Fourth Street Park Green Infrastructure Project has been classified as a Type II action under the State Environmental Quality Review (SEQR), 6 NYCRR Part 617, and is therefore not subject to further environmental review; **Now, Therefore, Be It Resolved That**

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

Section 1. Definitions. For the purposes of this ordinance, the following terms shall be defined as:

- **“GIGP Grant”** - the Green Innovation Grant Program funding awarded by the New York State Environmental Facilities Corporation for the South Fourth Street Park Green Infrastructure Project.
- **“Local Match”** - the minimum 10 percent funding match required by the GIGP grant, totaling \$199,000.
- **“Type II Action”** - an action classified under the State Environmental Quality Review (SEQR), 6 NYCRR Part 617, not subject to further environmental review.
- **“Project”** - The South Fourth Street Park Green Infrastructure Project No. 2152.

Section 2. Authorization to Commit Local Match. The City Council authorizes Mayor Shawyn Patterson-Howard to commit the minimum 10 percent local match of \$199,000 as required by the Green Innovation Grant Program (GIGP) for the South Fourth Street Park Green Infrastructure Project No. 2152.

Section 3. Source of Funds. The local match of \$199,000 shall be sourced from the \$150 million in Empire State Development Corporation grants awarded to the City of Mount Vernon for sewer repairs and improvements on April 15, 2022.

Section 4. Environmental Review. The City Council certifies that the South Fourth Street Park Green Infrastructure Project is classified as a Type II action under the State Environmental Quality Review (SEQR), 6 NYCRR Part 617, and is therefore not subject to further environmental review.

Section 5. Effective Date. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

August 9, 2024

Honorable City Council Members
The City of Mount Vernon
Mount Vernon, New York
(Through the Office of the Mayor)

**RE: \$1,790,000 GREEN INNOVATION GRANT PROGRAM (GIGP) RESOLUTION FOR THE
SOUTH FOURTH STREET PARK GREEN INFRASTRUCTURE PROJECT 2152**

Dear Honorable City Council Members:

The Department of Public Works respectfully requests that the Mount Vernon City Council enact legislation and the attached resolution authorizing Mayor Shawyn Patterson-Howard to commit the requisite minimum 10 percent local match for \$199,000 as required by the Green Innovation Grant Program (GIGP) for the South Fourth Street Park Green Infrastructure Project No. 2152, which was awarded to the city of Mount Vernon by the NYS Environmental Facilities Corporation (“EFC”) on February 15, 2024 (Award letter attached) and certifies that this project is a Type II and therefore is not subject to further review under State Environmental Quality Review (SEQR”), 6 NYCRR Part 617.

The EFC Consolidated Funding Application (“CFA”) GIGP grant for the South Fourth Street Park Green Infrastructure Project is for an amount not to exceed \$1,790,000 in federal funds for porous pavement, stormwater street trees, bioretention, and a green wall only. The source of the \$199,000 match will be the \$150M in Empire State Development Corporation grants, budget code H8140.203.C935 (NYS Emergency Grant Storm) awarded to the city for sewer repairs and improvements on April 15, 2022.

Thank you in advance for your assistance in this matter.

Respectfully,

Damani L. Bush
Commissioner of the Department of Public Works

DB/SL



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner

ROBERT L. HACKETT
Deputy Commissioner

cc: NYC Environmental Facilities Corporation
CMVNY Comptroller's Office
CMVNY Engineering Bureau
James Rausse, Commissioner PCD
CMVNY Law Department
CMVNY Grants & Compliance

Attachments: EFC GIGP South Fourth Street Park Award Letter
GIGP Resolution
ESD \$150M Award Letter
GIGP Project Schematic

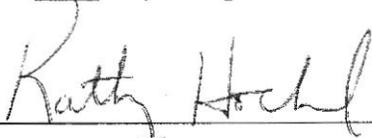
ENDORSEMENT
OF
Memorandum of Agreement
between

The State of New York, The City of Mount Vernon and the County of Westchester

Now, Therefore, I, Kathy Hochul, Governor of the State of New York, along with the County Executive George Latimer and the Mayor of the City of Mount Vernon Shawyn Patterson-Howard, having read the Memorandum of Agreement between the State of New York, County of Westchester, and the City of Mount Vernon endorse the principles set forth.

IN ADDITION, This agreement forges a path forward to comprehensibly improve sanitary sewer and storm sewer systems within the City of Mount Vernon and undertake related efforts to increase flood resilience of these systems in the face of increasing storm intensity resulting from climate change and provides a framework for cooperation of the State, City and County for the benefit of the City and its residents.

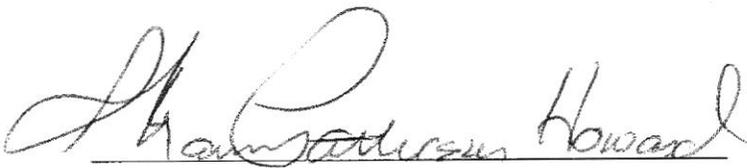
Signed this 15th Day of April 2022



Governor of the State of New York, Kathy Hochul



Westchester County Executive, George Latimer



Mayor of Mount Vernon, Shawyn Patterson-Howard

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW YORK,
THE CITY OF MOUNT VERNON AND
THE COUNTY OF WESTCHESTER

THIS MEMORADUM OF UNDERSTANDING (“MOU”) by and between the City of Mount Vernon, having its principal offices at 1 Roosevelt Square N. Mt. Vernon, New York 10550 (hereinafter referred to as the “City”), the County of Westchester, a municipal corporation, having its principal offices at 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) and the New York State Department of Environmental Conservation on behalf of the State of New York (hereinafter referred to as the “DEC,” “Department” or “State”), having its principal offices at 625 Broadway, Albany, New York 12233.

The purpose of this MOU is to describe a City-County-State proposed partnership and path forward to comprehensively improve sanitary sewer and storm sewer systems within the City, and undertake related efforts to increase the flood resilience of these systems in the face of increasing storm intensity resulting from climate change. This MOU outlines the financial, oversight and construction activities designed to achieve substantial progress, and ultimately full compliance by the City with Federal and State laws and regulations associated with sanitary sewer and storm sewer systems.

Witnesseth

WHEREAS, the Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment; and

WHEREAS, in June 2018 the United States Department of Justice (“DOJ”), along with the New York State Attorney General’s Office on behalf of the Department, filed a complaint against the City, *United States v. City of Mount Vernon*, 18 Civ. 5845, in federal court to address discharges of raw sewage and other illicit pollutants from its storm sewer system into the Hutchinson and Bronx Rivers. The United States District Court in the Southern District of New York (“Court”) entered a series of remedial orders against the City, starting on September 21, 2020 (“Federal Court Order”), directing the City to bring its Municipal Separate Storm Sewer System (“MS4”) into compliance under the Clean Water Act, the New York Environmental Conservation Law and New York State Pollutant Discharge Elimination System Permit No. GP-0-15-003 (“MS4 General Permit”); and

WHEREAS, the purpose of the Federal Court Order is to bring the City into compliance with its MS4 obligations, and the Federal Court Order’s obligations include identifying and addressing each condition in the City’s sanitary sewer system that could

lead to discharge of sewage to the City's MS4. Problems associated with defective and leaking sanitary sewers contribute significantly to pollution discharges from the City's MS4. This MOU acknowledges the Federal Court Order requirements as well as other various environmental and health related problems that need to be addressed by the City; and

WHEREAS, the City's sanitary and storm sewers require inspection and repair after a long history of leaking pipes, clogged sewers and basement backups. Sewage backups into residences and businesses within the City have persisted over the last few years, and investigation and remediation are necessary for the health and safety of the affected community; and

WHEREAS, in an effort to repair and upgrade the City's sanitary and storm sewers, and abate all sewage backups into homes and businesses, the parties agree to enter into this MOU that sets forth a path to achieve these goals and describes the contemplated roles of the parties to facilitate the City's efficient and comprehensive compliance with applicable Federal and State laws; and

WHEREAS, the City expresses its understanding that, consistent with the terms of the Federal Court Order and any State and Federal statutes and regulations, this MOU provides a framework for cooperation of the State, City and County for the benefit of the City and its residents as outlined below; and

WHEREAS, the State contemplates a significant investment of financial and technical resources toward the partnership presented in this MOU and has provided the following financial assistance or announced the following grant awards to the City to date:

- \$10,000,000 DEC grant to address sewage discharges at two outfalls and their associated collection systems;
- \$200,000 in two separate Environmental Facilities Corporation ("EFC") Engineering Planning Grants;
- \$75,000 DEC Non-Point Planning Grant for location mapping of its storm sewer system; and
- \$1,600,000 DEC grant to remedy storm sewer system issues by addressing such items as illegal connections to the storm and sanitary sewer systems.

NOW, THEREFORE, in the spirit of partnership and mutual aid the parties express their understanding as follows:

ARTICLE I. Term

This MOU takes effect upon the signature of the parties and will continue for one year. The parties contemplate that additional agreements and understandings will be developed and finalized in the future to effectuate this partnership and achieve its beneficial purposes.

ARTICLE II. Scope of Work

The State, the City and the County will seek to make reasonable and good faith efforts to advance the Scope of Work as described below:

Understandings as to the State:

1. The State will serve as a facilitator in providing assistance, guidance and direction on applying for all available State and Federal loan and grant funds to modernize the sanitary and storm sewer systems, reduce the inflow infiltration, and increase system resilience against flooding.
2. The State will seek to fund the City's initial comprehensive asset management program with respect to sanitary sewers, storm sewers, pumpstations and the like in the context of climate resiliency enhancements to adequately and efficiently track, repair and update the City's clean water systems and infrastructure. The asset management program will provide budget information to assist in maintaining a state of good repair and create an overlay of flood and sewer backup areas.

Understandings as to the County:

1. The County, at no cost to the County, will seek to serve as an administrator by aiding and obtaining, disbursing and/or managing for the benefit of the City, Federal and State grants, loans or any other financial assistance, with respect to sanitary sewer and storm sewer systems.
2. Upon receipt of funds from New York State, as an administrator the County, at no cost to the County, will seek to provide assistance by contracting for engineering, construction, consulting assistance and oversight, and related services as needed to implement the remedial and upgrade work contemplated in this MOU with respect to sanitary sewer and storm sewer systems infrastructure of the City.
3. The County, at no cost to the County, with retained consulting assistance, will seek to provide engineering design, construction assistance, and financial management of work to repair and upgrade City sanitary sewer and storm sewer systems in close coordination with the City.
4. The County, at no cost to the County, will seek to accept and disburse funds that are available to the City for the purposes of achieving the sanitary sewer and storm sewer system work contemplated under this MOU.
5. The County, working with the City, at no cost to the County and with retained consulting assistance, will seek to develop a solution to the blockage, faulty connections and system capacity constraints in the City's sanitary sewer system in the vicinity of the connection to the County's Hutchinson Valley High Level Interceptor on West Third Street between South Ninth and Tenth Avenues ("Third

Street Project”). The proposed solution is the construction of a below-grade sewer pumping station which, upon completion, will be owned, operated and maintained by the City. Under this MOU the consultant will, among other actions, prepare biddable construction plans and specifications.

6. The County will seek to prepare and pass any necessary resolutions or authorizations to act on the items set forth in this MOU.

City’s Responsibilities:

1. The City will commit at least \$6,500,000 of the City’s allocated federal American Rescue Plan Act funds and additional allocated federal funding to projects contemplated by this MOU.
2. The City will cooperate in the establishment of a State-funded asset management program. After the State-funded establishment of the asset management program, the City will seek to maintain the asset management program to assess the status of, and track, the City’s clean water infrastructure, and create a plan to fund and maintain such infrastructure in future years.
3. The City will seek to create, update and implement an Illicit Discharge Detection and Elimination Plan, Storm Water Management Plan; Sanitary Sewer Evaluation Survey, Capacity Management Operations and Maintenance (“CMOM”) Plan, as well as, reline, replace or upgrade storm sewers and sanitary sewers when any illicit discharge is discovered. These plans and programs are part of the City’s Corrective Action Plan (“CAP”) to address the corrective measures required by the Federal Court Orders, which will be prioritized amongst the projects of this MOU.
4. The City will also seek to prioritize the engineering, design and construction of remedial work necessary at the Third Street Project as referenced above.
5. The City will seek to declare an emergency and otherwise proceed promptly in applying for EFC emergency loan funds.
6. The City will seek to prepare and pass any necessary resolutions or authorizations to act on the items set forth in this MOU.

ARTICLE III. ENSURING THAT CORRECTIVE MEASURES COUNTINUE TO ADDRESS FEDERAL COURT ORDER

As of the date of this MOU, the City has completed many of the actions required by the Federal Court Order, including: inspections of residential addresses identified within the Federal Court Order; construction and repair of sanitary and storm sewers at 4th Avenue, Overlook Street, Haven Avenue, Washington Street and Lyons Place; development of a spreadsheet of all MS4 outfalls; creation of an updated map with GIS

coordinates of the visual inspection of 77 outfalls; designating a stormwater coordinator; the updating of the City's CMOM; submission of the Edison Avenue pump station report; purchasing a sewer line rapid assessment tool, a manhole scanner, new clamshell truck and four street sweepers; and completing approximately \$2 million of sanitary and storm sewer construction rehabilitation actions.¹ See attached City Report for the period of January 1, 2021 through December 31, 2021.

The City shall develop a CAP for the work contemplated in this MOU. The CAP will address all outstanding issues associated with the Federal Court Order.

Upon execution of this MOU, the Department, as a plaintiff in the federal case, shall work with the City and DOJ to negotiate a Consent Decree or other legally enforceable instrument with the intent of superseding the Federal Court Order.

ARTICLE IV. Additional Funding

The State will seek to provide up to \$150,000,000 in State funds to achieve the beneficial purposes of this MOU, additional to the grants described at page 2 above. A separate funding mechanism will be necessary for any transfer of appropriated funds. The State will also make reasonable and good faith efforts to deploy available Federal financial resources to assist in accomplishing the purposes of this MOU. Any and all commitment of State and Federal funds are subject to and predicated upon compliance with all applicable laws, regulations, permits and reviews, including applicable environmental reviews.

As a predicate for the State to commit to providing the funding described herein, the City shall:

1. Execute any necessary intermunicipal agreement with the County.
2. Apply for an EFC Emergency loan up to \$5,000,000 after declaration of an emergency regarding the need for certain clean water infrastructure projects.
3. Create a CAP.
4. Obtain any authorizations and/or resolutions necessary to ensure completion of the CAP.

ARTICLE IV. Termination

This non-binding MOU may be terminated by any party giving the others 30 days advance written notice of such intent and the reasons thereof. All parties agree to enter into good faith negotiations to resolve any differences and provide for an orderly closure of this MOU.

ARTICLE V. Notice

¹ As reported in the City of Mount Vernon's January 31, 2022 MS4 Annual and Semi-Annual Report for the period of January 1, 2021 through December 31, 2021.

All notices shall be in writing and either sent by certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

Notices shall be sent to the following:

To the STATE:

Deputy Commissioner for Water Resources
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, NY 12233-1010

with a copy to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, NY 12233-1010

To the COUNTY

Westchester County Executive
Michaelian Office Building, 9th Floor
148 Martine Avenue
White Plains, NY 10601

with a copy to:

Westchester County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, NY 10601

To the CITY:

City of Mount Vernon Mayor
1 Roosevelt Square N.
Mount Vernon, NY 10550

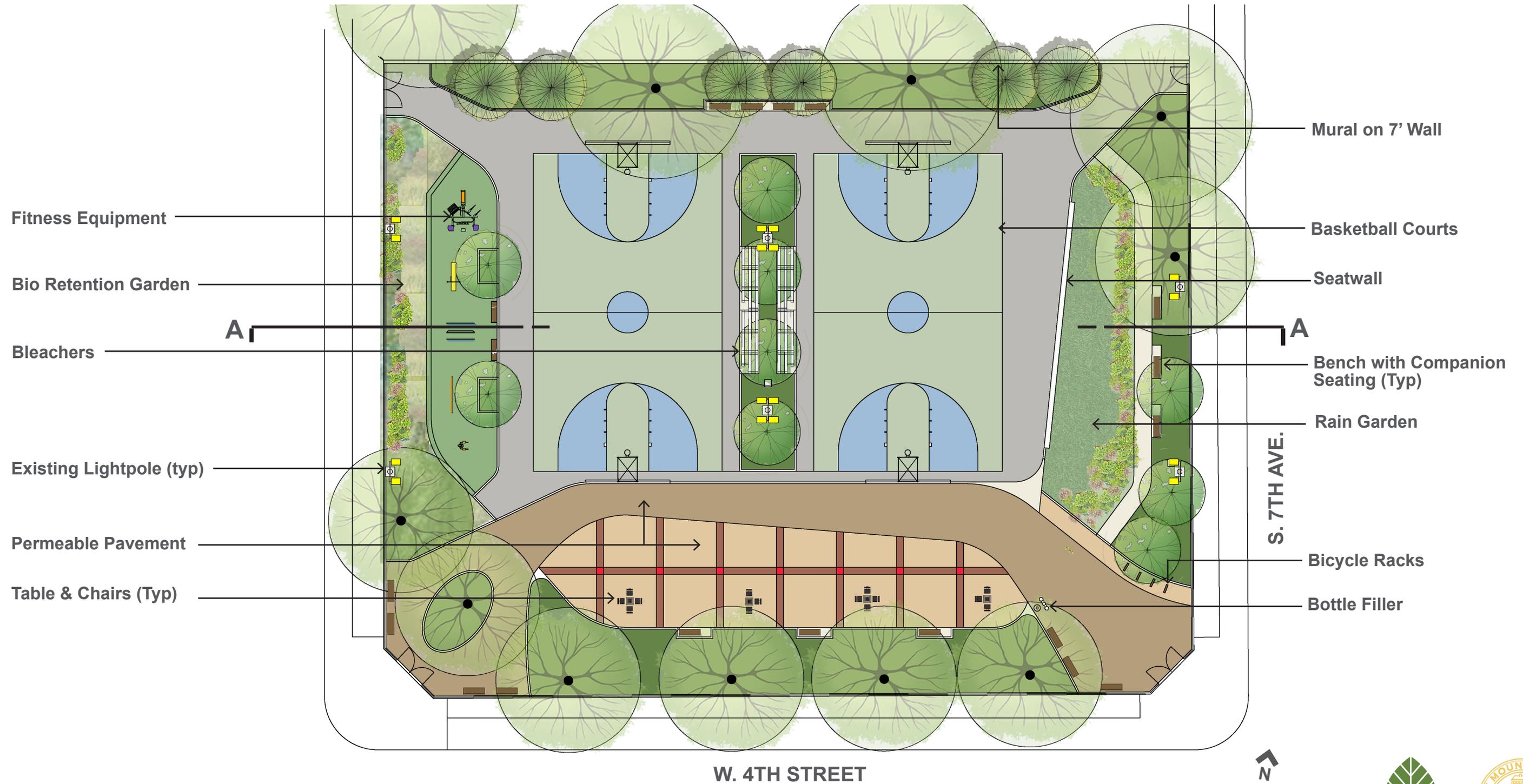
with a copy to:

Commissioner of Public Works
City of Mount Vernon
1 Roosevelt Square N.
Mount Vernon, NY 10550

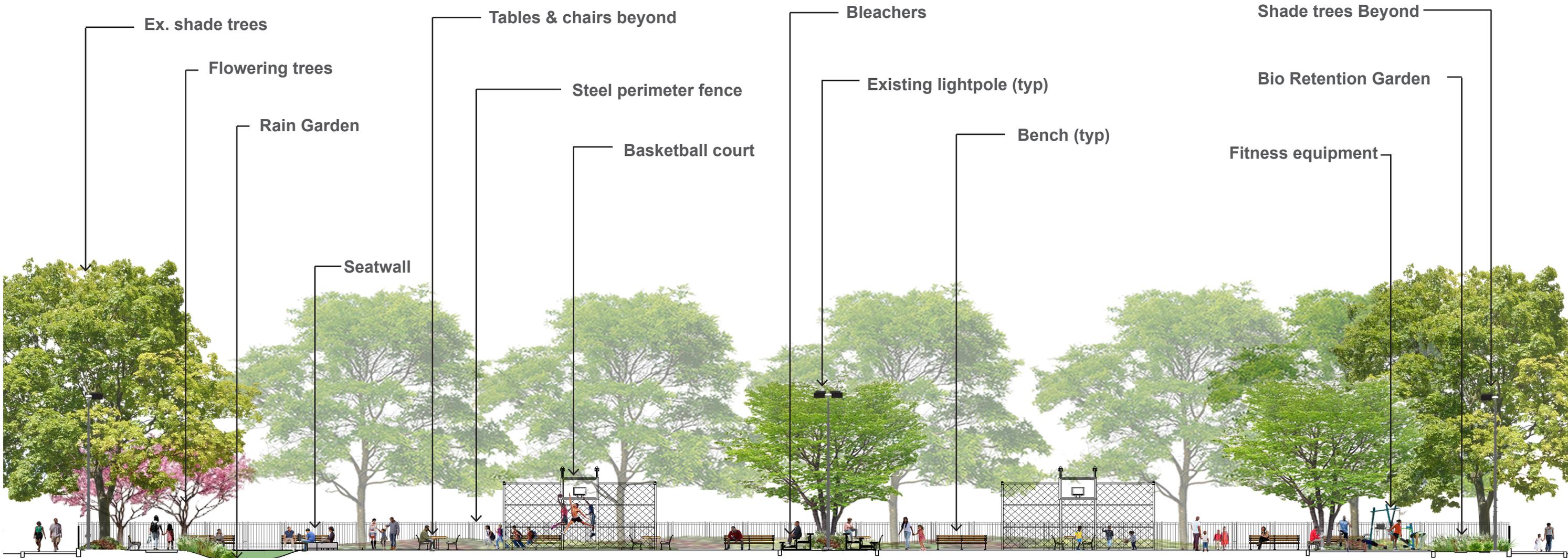
In **WITNESS WHEREOF**, the individuals listed below are authorized to sign and execute this MOU on behalf of the parties, on the date appearing below their respective signatures.

New York State Department of Environmental Conservation		Westchester County
By 		By _____
Basil Seggos		George Latimer
Title: Commissioner		Title: County Executive
Dated <u>4/15/22</u>		Dated _____

City of Mount Vernon
By 
Shawyn Patterson-Howard
Title: Mayor
Dated <u>5/10/2022</u>
—



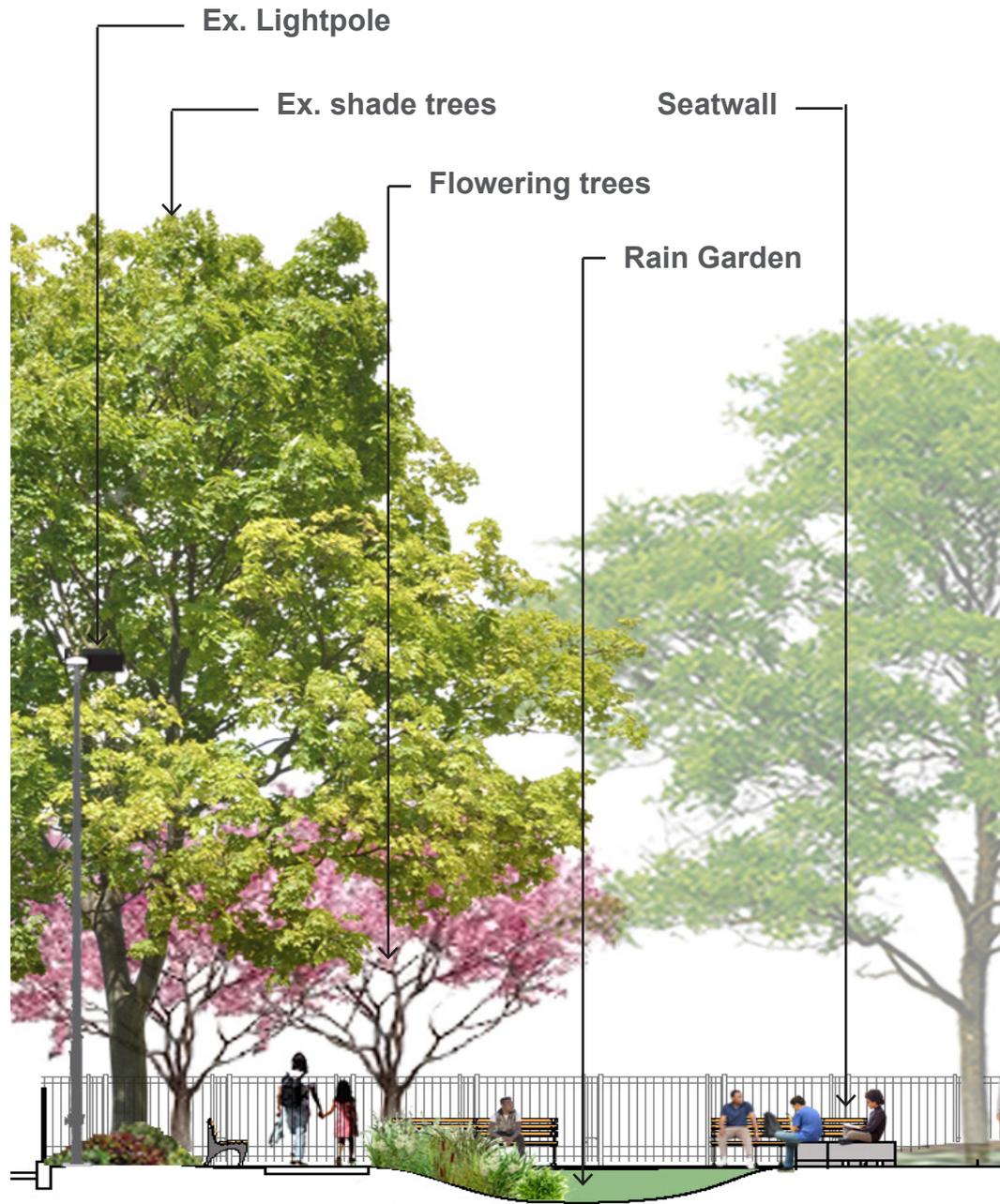
4th Street Courts, Mt Vernon- Schematic Plan



Section A-A

4th Street Courts, Mt Vernon- Section Through Site

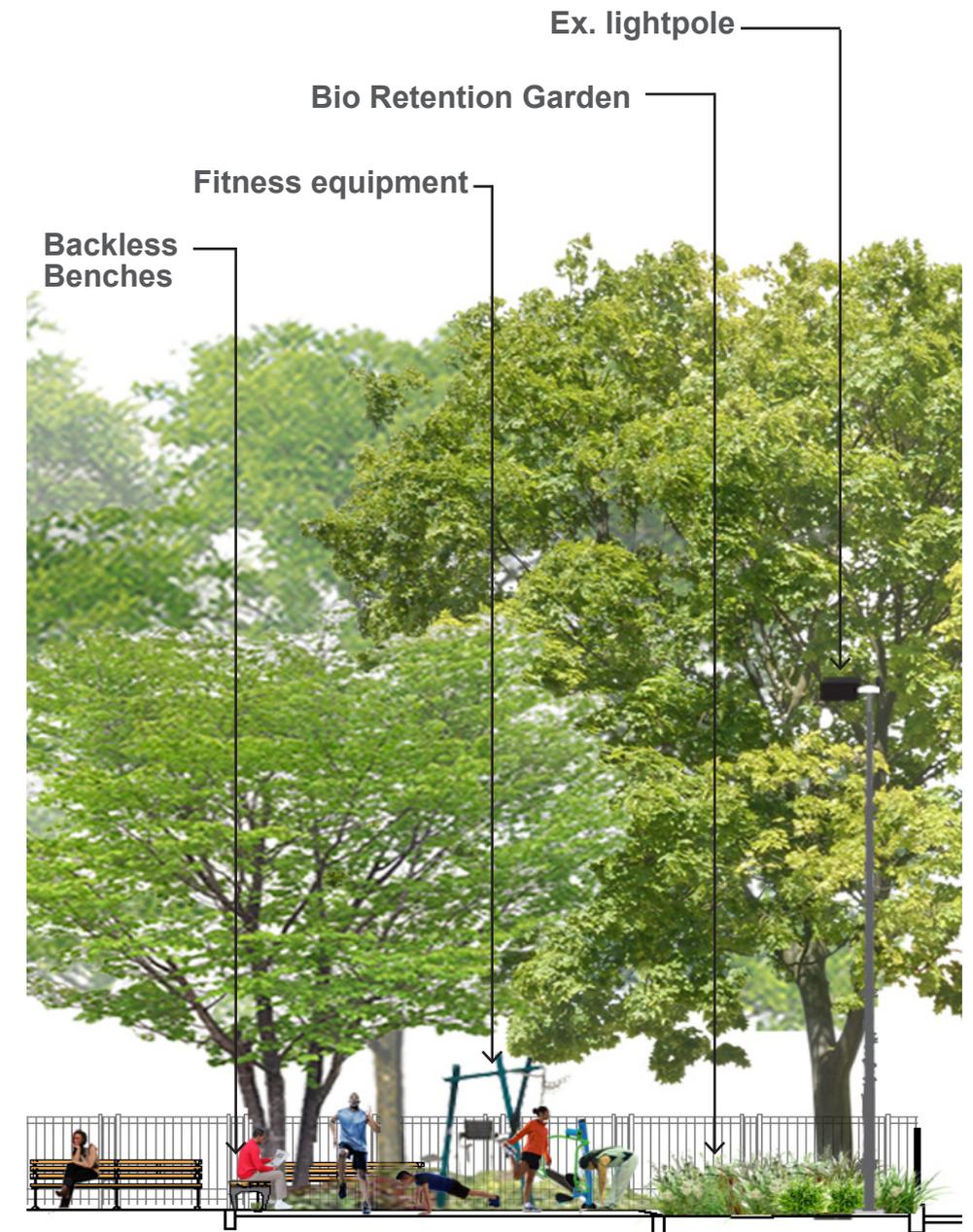




Rain Garden Area



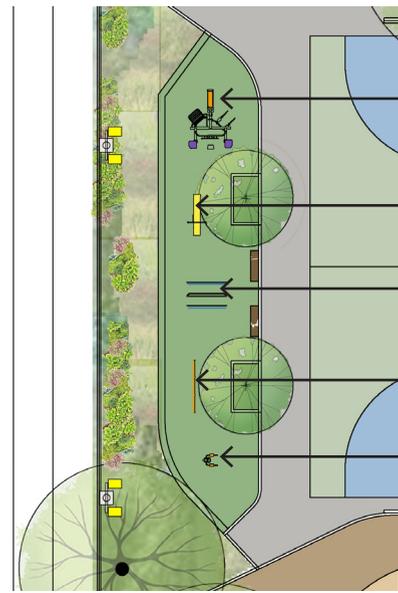
Bleacher Area



Fitness Area

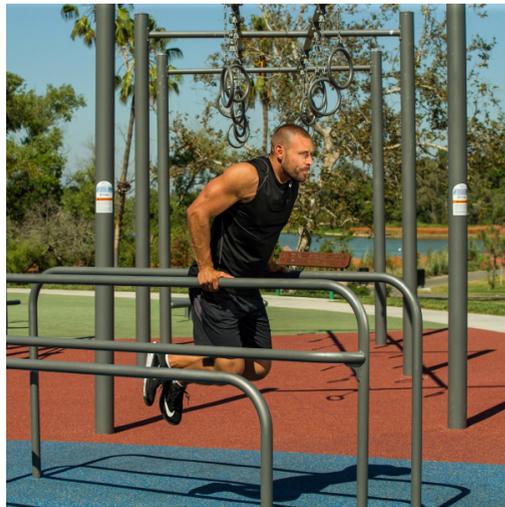
4th Street Courts, Mt Vernon- Section Enlargements





- Thrive 250 Unit
- Horizontal Chin-up Station
- Parallel Bars (ADA)
- Joint-Use Chin-up Bar Station (ADA)
- Captain's Chair

Fitness Area Enlargement



Parallel Bars (ADA)



Joint Use Chin-Up Bar Station (ADA)



Thrive 250 Unit



Horizontal Chin-up Station



Captain's Chair Station

4th Street Courts, Mt Vernon- Fitness Area





1964 World's Fair Bench- RPL



Table and Chairs



Bottle filler



4'-0" Ht Steel Fence

4th Street Courts, Mt Vernon- Site Furniture



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

February 15, 2024

The Honorable Shawyn Patterson-Howard
Mayor, City of Mount Vernon
One Roosevelt Square
Mount Vernon, NY 10550-2060

Re: City of Mount Vernon
Project No. 131717
Mount Vernon South Fourth Street Park Green Infrastructure Project

Dear Mayor Patterson-Howard:

Thank you for your application for the Green Innovation Grant Program (GIGP) through the Consolidated Funding Application (CFA) Round 13 Initiative. On behalf of Governor Kathy Hochul, I am pleased to inform you that your community has been selected to receive a NYS Environmental Facilities Corporation (EFC) Green Innovation Grant Program Grant (GIGP) award for the above referenced project. Your project has been awarded in an amount not to exceed \$1,790,000, for porous pavement, stormwater street trees, bioretention, and a green wall. This award pertains only to GIGP funding. If you applied for funding from other programs or other State agencies through the CFA, you will receive information from those programs/agencies separately.

Please confirm your acceptance of the grant award and intent to proceed with this project by completing and signing the enclosed form and e-mailing it to gigp@efc.ny.gov no later than **March 8, 2024**. Without your confirmation, we may bypass your project and award these grant funds to another community.

As means of advancing this project, members of our EFC team will contact you to guide you through the program requirements and related processes, and to answer any of your questions. In order to remain eligible for these funds, your community must enter into a Grant Agreement for the above project by September 30, 2024.

We appreciate your interest in the GIGP program and look forward to working with you on your water quality improvement project.

Sincerely,

A handwritten signature in black ink, appearing to read "Maureen A. Coleman".

Maureen A. Coleman
President & CEO

Enclosure



City of Mount Vernon, New York

Staff Report

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

File #: TMP -863

Agenda Date: 9/17/2024

Agenda #: 4.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Mayor to Enter Into a contract with Environetics Group Architects, PC for Condition Assessment Reports on Municipal Buildings - (\$256,000.00 funding for this project is available through Budget Line H1620.203.C930 - (ARPA) - City Owned Property Capital Projects Covid & Operational Compliance), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ENVIRONETICS GROUP ARCHITECTS, PC FOR CONDITION ASSESSMENT REPORTS ON MUNICIPAL BUILDINGS

Whereas, by letter dated September 9, 2024, the Commissioner of the Department of Public Works has requested legislation to enter into a contract with Environetics Group Architects, PC for the purpose of updating Existing Condition Assessment Report(s) and conducting New Condition Assessment Report(s) for the City's municipal buildings; and

Whereas, the City of Mount Vernon owns and operates a diverse portfolio of municipal buildings, many of which are aging and have not been evaluated in several years; and

Whereas, recent critical emergency events and observations have raised significant concerns regarding the current condition of these facilities, with potential risks to public safety, building integrity, and operational functionality; and

Whereas, the City has determined the urgent need to update the Existing Condition Assessment Report(s) and to perform New Condition Assessment Report(s) on all municipal buildings owned by the City of Mount Vernon to address any deficiencies that may pose a threat to the community; and

Whereas, the City of Mount Vernon seeks to retain the services of Environetics Group Architects, PC, a firm with expertise in municipal building assessments, to provide comprehensive reviews of each building's infrastructure, including but not limited to building envelope, HVAC systems, electrical, mechanical, plumbing, fire protection systems, ADA compliance, and potential environmental issues; and

Whereas, the associated cost for the services of Environetics Group Architects, PC is \$256,000.00, which will be funded via H1620.203.C930 - (ARPA) - City Owned Property Capital Projects Covid & Operational Compliance; and

Whereas, this procurement is in accordance with the City of Mount Vernon Procurement Policy, Section 6.A regarding professional services requiring special or technical skill, training, or expertise. The individual or company must be chosen based upon accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price, and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Enter Contract. The Mayor of the City of Mount Vernon is hereby authorized to enter into a contract with Environetics Group Architects, PC for the purpose of updating Existing Condition Assessment Report(s) and conducting New Condition Assessment Report (s) for the City’s municipal buildings. This ordinance facilitates the City’s engagement with Environetics Group Architects, PC, ensuring the timely assessment of municipal buildings and the identification of necessary repairs to safeguard the community and city assets.

Section 2. Scope of Work. The services to be provided by Environetics Group Architects, PC shall include, but are not limited to, comprehensive evaluations of the following facilities:

Updated Reports:

- Armory
- Fire Station #3 (3rd Street)
- Fire Station #4 (Oak Street)
- Public Works Facility (DPW)
- Doles Center

New Facility Reports:

- City Hall
- Police/Court Building (only Roof report previously completed)
- Fire Station #1 (Lincoln Avenue)
- Fire Station #2 (Fulton Avenue) (only Roof report previously completed)
- MVPD ESU Building

- Stevens House

The evaluations shall include detailed observations of the building systems and provide recommendations, cost estimates, and a prioritized level of urgency for required repairs or improvements.

Section 3. Timeline. The anticipated timeline for the completion of the assessment reports and subsequent actions is as follows:

- Completion of updating full condition assessment reports and adding additional facilities (90 Days - 12/31/2024)
- Review reports and identify which priority projects shall be completed (30 Days - 1/31/2025)
- Prepare RFPs and complete advertisements for projects (45 Days - 3/15/2025)
- Award contracts and commence construction (15 Days - 4/1/2025)
- Select engineering/architecture firms from the established qualified list as Project Managers to oversee construction.
- All construction should tentatively commence on April 1, 2025.

Section 4. Funding. The total cost for the contract with Environetics Group Architects, PC is \$256,000.00. Funding for this project is available through budget line H1620.203.C930 - (ARPA) - City Owned Property Capital Projects Covid & Operational Compliance.

Section 5. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner

ROBERT L. HACKETT
Deputy Commissioner

Revised – September 9, 2024

September 9, 2024

Honorable City Council Members
The City of Mount Vernon
Mount Vernon, New York
(*Through the Office of the Mayor*)

Re: REQUEST TO ENTER INTO A CONTRACTUAL AGREEMENT WITH ENVIRONETICS GROUP ARCHITECTS, PC. FOR CONDITION ASSESSMENT REPORTS ON MUNICIPAL BUILDINGS

Dear Honorable Members of the City Council,

BACKGROUND

I am writing to formally request the City Council's immediate consideration and approval and authorize the City to enter a contract with Environetics Group Architects, PC (“Environetics”). This request is necessitated by the urgent need to update the Existing Condition Assessment Report(s) and to perform New Condition Assessment Report(s) on all municipal buildings owned by the City of Mount Vernon.

The scope of work to be performed by Environetics will include a comprehensive review of each building's envelope, infrastructure, HVAC structure, electrical, mechanical, plumbing, fire protection systems, ADA-compliant and potential environmental issues. The assessment will provide detailed observations and descriptions of each building system, along with recommendations, cost estimates, and a prioritized level of urgency for any required repairs or improvements.

The City of Mount Vernon owns and operates a diverse portfolio of municipal buildings, many of which are aging and have not been evaluated in several years. Recent critical emergency events and observations have raised significant concerns regarding the current condition of these facilities, with potential risks to public safety, building integrity, and operational functionality. These concerns highlight the critical need for immediate action to assess and address any deficiencies that may pose a threat to our community.

Given the specialized nature of the required assessments and the critical timeline within which these assessments must be conducted due to funding opportunities with approaching deadlines for appropriations, it is essential to retain the services of a firm with proven expertise in this area. Environetics Group Architects has demonstrated a deep understanding of the complexities involved in municipal building assessments and has the capacity to perform the required work within the necessary timeframe.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner

ROBERT L. HACKETT
Deputy Commissioner

SCOPE OF WORK

Updated Reports:

- Armory
- Fire Station #3 (3rd Street)
- Fire Station #4 (Oak Street)
- Public Works Facility (DPW)
- Doles Center

New Facility Reports:

- City Hall
- Police/Court Building (*Only Roof report previously completed*)
- Fire Station #1 (Lincoln Avenue)
- Fire Station #2 (Fulton Avenue) (*Only Roof report previously completed*)
- MVPD ESU Building
- Stevens House

PROCUREMENT POLICY

Entering into this agreement is in accordance with the City of Mount Vernon Procurement Policy:

Section 6. A.- Professional services or services requiring special or technical skill, training or expertise.

The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgement, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

Sub-Section b. “Professional or technical services” shall include but not be limited to the following services of.

- iii. Technical services of an engineer engaged to prepare plans, maps and estimates;

Entering this contract will allow us to expedite the procurement process and ensure that the assessments are completed promptly. This will enable the City to make prioritized informed decisions on necessary repairs or upgrades, thus safeguarding our municipal assets and ensuring the continued safety and well-being of our residents and employees.



CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner

ROBERT L. HACKETT
Deputy Commissioner

FUNDING

The associated cost(s) for this project is **\$256,000.00**. Funding is available via **H1620.203.C930** – (ARPA) – City Owned Property Capital Projects Covid & Operational Compliance.

TIMELINE

Upon legislative approval, below is a **tentative** timeline of next steps to address the building maintenance critical issues:

- Completion of updating full condition assessment reports and adding additional facilities such as the Stevens House **(90 Days - 12/31/2024)**
- Review reports and identify which priority projects shall be completed **(30 Days - 1/31/2025)**
- Prepare RFP's and advertisement completion **(45 Days - 3/15/2025)**
- Award contracts and commence construction **(15 Days - 4/1/2025)**
- Select Engineering/Architecture Firms from established qualified list as Project Manager(s) to oversee construction.
- **All Construction should tentatively be able to start on April 1, 2025**

I respectfully request that the City Council approve this declaration of emergency and authorize the City to enter a contract with Environetics Group Architects, PC., for the necessary assessment services.

Thank you for your prompt attention to this critical matter.

Respectfully,

Damani L. Bush
Commissioner of Public Works
DLB/DB

Enclosures:

- Proposal / Draft Contract Agreement w/ Environetics Group Architects

Cc: Comptroller's Office
Corporation Council
Planning Department (HUD)
Grants Department
Buildings Department
Environetics Group Architects



CITY OF MOUNT VERNON, N.Y.

Mayor Office

SHAWYN PATTERSON-HOWARD, MPA
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 665-2362 – Fax: (914) 665-6173

MALCOLM CLARK
Chief of Staff

September 5, 2024

The Honorable City Council
City of Mount Vernon
City Hall
1 Roosevelt Square
Mount Vernon, New York 10550

Re: DECLARATION OF EMERGENCY FOR MUNICIPAL BUILDINGS

To the Honorable City Council,

This letter is in support of the Department of Public Work’s request to declare an emergency for various municipal buildings. By way of context, the City of Mount Vernon owns and operates a diverse portfolio of municipal buildings, many of which are aging and have not been evaluated. Recent critical emergency events and observations have raised significant concerns regarding the current condition of these facilities, with potential risks to public safety, building integrity, and operational functionality. These concerns highlight the critical need for immediate action to assess and address any deficiencies that may pose a threat to our community.

Therefore, I support the Department of Public Work’s request to declare an emergency and authorize the city to enter contract with Environetics Group Architects (Environetics). This is work that has previously been done by this group in 2021 that allowed the city to receive funding for municipal projects. The request is necessitated by deteriorating conditions within the buildings identified by Commissioner Bush and predicated by funding received through Housing and Urban Development (HUD) that allowed the city to allocate \$8 million dollars towards these projects that need updated engineering reports.

Declaring an emergency for this contract will allow us to expedite the procurement process and ensure that the assessments are completed promptly. This will enable the city to make informed decisions on necessary repairs or upgrades, thus safeguarding our municipal assets and ensuring the continued safety and well-being of our residents and employees.

In Service,

Mayor Shawyn Patterson-Howard, MPA
City of Mount Vernon



City of Mount Vernon, New York

Staff Report

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

File #: TMP -830

Agenda Date: 9/17/2024

Agenda #: 5.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Mayor to Execute the First Amended Funding Agreement with NYS Environmental Facilities Corporation (NYS EFC) - (provides an additional \$1,000,000 in funding for the Lead Service Line Replacement Program and extends the funding term through March 31, 2027), be and the same is hereby approved.

City Council:

**AN ORDINANCE AUTHORIZING THE MAYOR
TO EXECUTE THE FIRST AMENDED FUNDING
AGREEMENT WITH THE NYS ENVIRONMENTAL
FACILITIES CORPORATION (NYS EFC)**

Whereas, by letter dated August 15, 2024, the Commissioner of the Board of Water Supply has requested legislation authorizing the Mayor to execute the First Amended Funding Agreement with NYS Environmental Facilities Corporation (NYS EFC), which provides an additional \$1,000,000 in funding for the Lead Service Line Replacement Program and extends the funding term through March 31, 2027; and

Whereas, the City of Mount Vernon Board of Water Supply previously entered into a funding agreement with the New York State Environmental Facilities Corporation (NYS EFC) on September 15, 2022, to receive funding for the Lead Service Line Replacement Program; and

Whereas, the NYS EFC has amended its original Funding Agreement to provide an additional \$1,000,000 in funding to the City of Mount Vernon Board of Water Supply, thereby increasing the total funding available for the Lead Service Line Replacement Program; and

Whereas, the Amended and Restated Funding Agreement extends the funding term through March 31, 2027, allowing the City of Mount Vernon Board of Water Supply to continue its efforts to replace lead service lines and improve water quality for residents; and

Whereas, it is in the best interest of the City of Mount Vernon and its residents to approve and execute the First Amended and Restated Funding Agreement to secure the additional funding and ensure the successful continuation of the Lead Service Line Replacement Program; Now, Therefore, Be It Resolved That

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

Section 1. Definitions:

A. **“Board of Water Supply** shall refer to the City of Mount Vernon Board of Water Supply.

B. **“NYS EFC”** shall refer to the New York State Environmental Facilities Corporation.

C. **“Lead Service Line Replacement Program”** shall refer to the initiative funded by NYS EFC to replace lead service lines within the City of Mount Vernon.

Section 2. Authorization. The Mayor is authorized to execute the First Amended Funding Agreement with NYS Environmental Facilities Corporation (NYS EFC), which provides an additional \$1,000,000 in funding for the Lead Service Line Replacement Program and extends the funding term through March 31, 2027.

Section 3. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



BOARD OF WATER SUPPLY

M O U N T V E R N O N , N E W Y O R K

MAYOR SHAWYN PATTERSON HOWARD

COMMISSIONER CARLTON C. SPRULL

SUPERINTENDENT JOHN F. ARENA

CITY HALL – ROOM 2
MOUNT VERNON, NY 10550

(914) 668-7820 PHONE
(914) 668-2316 FAX

August 15, 2024

VIA EMAIL:

Honorable Mayor Shawyn Patterson-Howard
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

RE: Request for Authorization to Approve and Execute the First Amended Funding Agreement with the NYS Environmental Facilities Corporation

Honorable Mayor Patterson-Howard:

The Board of Water Supply respectfully requests authorization from the City Council to approve and execute the first amended and restated funding agreement between the City of Mount Vernon Board of Water Supply and the New York State Environmental Facilities Corporation (NYS EFC).

The NYS EFC has amended its original funding agreement, executed on September 15, 2022, to provide an additional \$1,000,000 in funding for the Lead Service Line Replacement Program initiative to the City of Mount Vernon Board of Water Supply. The amended and restated funding agreement also extends the funding term through March 31, 2027.

Thank you for your attention to this critical matter.

Respectfully submitted,



Carlton C. Sprull
Commissioner



City of Mount Vernon, New York

Staff Report

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

File #: TMP -877

Agenda Date: 9/17/2024

Agenda #: 6.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Transfer of Funds between the City Clerk and Election Expense Accounts for the 2023 Election Chargeback Expenses, as follows:

Account Name	Account Number	Amount
City Clerk - Office Expense	A1410.401	\$4,048.69
City Clerk - Travel Expense	A1410.402	\$3,648.70
City Clerk - Membership & Dues	A1410.403	\$2,000.00
City Clerk - Leasing, Printing, & Copying	A1410.407	\$ 497.21
City Clerk - Education/Training	A1410.417	\$1,838.00
City Clerk - Small Equipment	A1410.419	\$ 500.00
City Clerk - Recodification of Charter	A1410.483	\$3,525.00
City Clerk - NYS Records	A1411.101	\$5,000.00
City Clerk - Records Office Expense	A1411.401	\$15,000.00
Election - Salaries and Wages	A1450.101	\$55,929.24
	Total Amount of Transfer	<u>\$91,986.84</u>

, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS BETWEEN THE CITY CLERK AND ELECTION EXPENSE ACCOUNTS FOR THE 2023 ELECTION CHARGEBACK EXPENSES

Whereas, by letter dated September 6, 2024, the City Clerk has requested legislation authorizing the transfer of funds from the accounts listed below to the Election “Contracted Outside Services” Expense Account (A1450.405) to cover the 2023 election chargeback expenses; and

Whereas, the City of Mount Vernon is required to meet its financial obligations for the 2023 Election Chargeback Expenses; and

Whereas, the Office of the City Clerk has reviewed its budget accounts and identified sufficient funds available for transfer to cover these expenses; and

Whereas, the City Clerk’s Office has requested that funds be transferred from various accounts to the Election "Contracted Outside Services" Expense Account (A1450.405) to satisfy the 2023 election chargeback expenses; and

Whereas, the City Council of the City of Mount Vernon recognizes the importance of ensuring that election-related expenses are appropriately funded to maintain the integrity of the election process; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Fund Transfers. The City Council hereby authorizes the transfer of funds from the following City Clerk accounts to the Election “Contracted Outside Services” Expense Account (A1450.405) to cover the 2023 election chargeback expenses:

Account Name	Account Number	Amount
City Clerk - Office Expense	A1410.401	\$4,048.69
City Clerk - Travel Expense	A1410.402	\$3,648.70
City Clerk - Membership & Dues	A1410.403	\$2,000.00
City Clerk - Leasing, Printing, & Copying	A1410.407	\$ 497.21
City Clerk - Education/Training	A1410.417	\$1,838.00
City Clerk - Small Equipment	A1410.419	\$ 500.00
City Clerk - Recodification of Charter	A1410.483	\$3,525.00
City Clerk - NYS Records	A1411.101	\$5,000.00
City Clerk - Records Office Expense	A1411.401	\$15,000.00
Election - Salaries and Wages	A1450.101	\$55,929.24
	Total Amount of Transfer	<u>\$91,986.84</u>

Section 2. Total Amount Transferred. The total amount transferred between the City Clerk and Election accounts to fund the 2023 election chargeback expenses is \$91,986.84. This ordinance enables the City to meet its financial obligations for the 2023 election chargeback expenses by transferring funds from designated City Clerk budget lines to the Election Expense Account.

Section 3. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, NEW YORK
OFFICE OF THE CITY CLERK
ONE ROOSEVELT SQUARE, ROOM 104
MOUNT VERNON, NY 10550
(914) 665-2352
Fax (914) 668-6044
www.cmvny.com

TANESIA M. WALTERS, J.D., M.P.A.
City Clerk

NICOLE J. BONILLA, M.B.A.
Deputy City Clerk

September 6, 2024

Honorable City Council Members
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

RE: Transfer of Funds to the 2023 Election Expense Account

Dear Honorable Council Members,

The Office of the City Clerk respectfully requests that the City Council approve legislation to transfer funds between the City Clerk and Election Expense Accounts for 2023 in order to pay the 2023 election charge back expense. The requested transfers to the Election "Contracted Outside Services" Expense Account, A1450.405, are as follows;

Account Name	Accounts	2023 YE Balances
City Clerk - Office Expense	A1410.401	\$ 4,048.69
City Clerk - Travel Expense	A1410.402	\$ 3,648.70
City Clerk - Membership & Dues	A1410.403	\$ 2,000.00
City Clerk - Leasing, Printing, & Copying	A1410.407	\$ 497.21
City Clerk - Education/Training	A1410.417	\$ 1,838.00
City Clerk - Small Equipment	A1410.419	\$ 500.00
City Clerk - Recodification of Charter	A1410.483	\$ 3,525.00
City Clerk - NYS Records	A1411.101	\$ 5,000.00
City Clerk - Records Office Expense	A1411.401	\$ 15,000.00
Election - Salaries and Wages	A1450.101	\$ 55,929.24
	Total Transfer	\$ 91,986.84



CITY OF MOUNT VERNON, NEW YORK
OFFICE OF THE CITY CLERK
ONE ROOSEVELT SQUARE, ROOM 104
MOUNT VERNON, NY 10550

TANESIA M. WALTERS, J.D., M.P.A.
City Clerk

(914) 665-2352
Fax (914) 668-6044
www.cmvny.com

NICOLE J. BONILLA, M.B.A.
Deputy City Clerk

If you should require any additional information, feel free to contact me. I thank you for your time and consideration of this matter.

Sincerely,

Tanesia M. Walters, J.D., M.P.A.
City Clerk

TMW/nss



City of Mount Vernon, New York

Staff Report

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

File #: TMP -810

Agenda Date: 9/17/2024

Agenda #: 7.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Mayor to Retroactively Enter Into an Inter-Municipal Agreement with the Westchester County Youth Bureau for the 2024 Summer Youth Employment Program & Training Program - (July 1, 2024, through September 30, 2024 - \$17,224.00 shall be accounted for in Revenue Code A2229.8 for appropriations in Budget Code A7312.101 (Youth Employment) and A7312.803 (FICA)) with *no* matching obligation for this grant, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO RETROACTIVELY ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE WESTCHESTER COUNTY YOUTH BUREAU FOR THE 2024 SUMMER YOUTH EMPLOYMENT PROGRAM & TRAINING PROGRAM

Whereas, by letter dated August 7, 2024, the Executive Director of the Youth Bureau has requested legislation authorizing the Mayor to retroactively enter into an inter-municipal agreement with the Westchester County Youth Bureau for \$17,224.00 from July 1, 2024, through September 30, 2024, to support the Youth Bureau's 2024 Summer Youth Employment Program & Training Program; and

Whereas, the City of Mount Vernon recognizes the importance of providing youth from low to moderate-income families with opportunities for comprehensive training and work experience to enhance their employability, build self-esteem, and develop character; and

Whereas, the Mount Vernon Youth Bureau, as the city's designated youth services agency, will administer the Summer Youth Employment Program & Training Program to benefit youth between the ages of 16 and 24; and

Whereas, the City Council finds it in the best interest of the City of Mount Vernon to enter into an inter-municipal agreement (IMA) with the Westchester County Youth Bureau to secure funding for this vital program; and

Whereas, the funds for the program will be accounted for in Revenue Code A2229.8 for

appropriations in Budget Code A7312.101 (Youth Employment) and A7312.803 (FICA) with *no* matching obligation for this grant; **Now, Therefore, Be It Resolved That**

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

Section 1: Authorization. The Mayor and the Mount Vernon Youth Bureau are hereby authorized to retroactively enter into an inter-municipal agreement with the Westchester County Youth Bureau for \$17,224.00 from July 1, 2024, through September 30, 2024, to support the Youth Bureau's 2024 Summer Youth Employment Program & Training Program.

Section 2: Definitions. For the purpose of this ordinance, the following definitions shall apply:

- **“IMA”** - Inter-Municipal Agreement.
- **“Youth Bureau”** - the city's designated youth services agency, the Mount Vernon Youth Bureau.
- **“Program”** - the 2024 Summer Youth Employment Program & Training Program.

Section 3: Program Objective. The program's objective is to provide six weeks of comprehensive training and work experience to youth between the ages of 16 and 24 from families with low to moderate income. The Program will promote transferrable skills, build self-esteem, foster character development, provide an overview of the workplace, and enhance employability skills.

Section 4. Funding and Appropriation. The funds provided under this IMA shall be accounted for in Revenue Code A2229.8. The appropriations for the Program shall be made under Budget Code A7312.101 (Youth Employment) and A7312.803 (FICA).

Section 5. No Matching Obligation. This grant requires no matching obligation from the City of Mount Vernon.

Section 6. Effective Date. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
MOUNT VERNON YOUTH BUREAU

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY 10550
(914) 665-2344 – Fax: (914) 665-1373
<https://Youthbureau.cmvny.com>

DEBBIE BURRELL-BUTLER, MBA
Executive Director

DENA T. WILLIAMS, MPA
Deputy Director

August 7, 2024

Honorable Members of the City Council
Through the Office of the Mayor
City Hall – One Roosevelt Square
Mount Vernon, NY 10550

Dear Honorable Members:

This letter comes to respectfully request that the City Council enact legislation that will enable the Mayor and the Mount Vernon Youth Bureau (youth services agency) to enter into an inter-municipal agreement (IMA) with the Westchester County Youth Bureau in the amount of **\$17,224.00** from July 1, 2024, through September 30, 2024, to support the Youth Bureau's 2024 Summer Youth Employment Program & Training Program.

The objective of the program is to provide youth between the ages 16-24 from families with low to moderate income, with six-weeks of comprehensive training and work experience. These activities will promote transferrable skills, build self-esteem, build character, provide an overview of the workplace, and increase employability skills.

Funds for this program are to be accounted for in revenue code A2229.8 for appropriations in budget code A7312.101 (Youth Employment) and A7312.803 (FICA). **There is no matching obligation for this grant.** Should you require further information, please feel free to contact me at (914) 665-2344 or by email at Dburrell@cmvny.com.

Sincerely,

Debbie Burrell-Butler

Debbie Burrell-Butler
Executive Director, MBA

Enclosed: Award Letter

CC: Shawyn Patterson-Howard, Mayor
Darren Morton, Comptroller
Brian Johnson, Corporation Counsel

MVYB Files



George Latimer, County Executive
Bernie Dean, Acting Executive Director of the Youth Bureau

July 12, 2024

Ms. Debbie Burrell
Executive Director
Mount Vernon Youth Bureau
1 Roosevelt Square
Mount Vernon, NY 10550

Dear Ms. Burrell:

I am pleased to inform you that the Westchester County Youth Bureau intends to fund the **2024 Summer Youth Employment Program** in the amount of **\$17,224.00**. While the final award letter from our funding source has yet to be approved, we are committed to supporting your agency in the delivery of this important initiative.

The objective of the program is to provide youth between the ages 16-24 with six-weeks of comprehensive training and work experience. These activities will promote initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.

We intend to provide a contract to you for the time period **July 1, 2024** through **September 30, 2024**. An Inter-Municipal Agreement (IMA) for services is subject to approval by the Westchester County Board of Legislators and also contingent upon review and approval of the program application and budget submitted by your agency. Upon approval of this IMA, you will receive written notice, and subsequent agreement that will need to be executed and returned to the Westchester County Youth Bureau.

Please note that the Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of the Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate the Agreement or to renegotiate the amounts and rates approved therein. If the County subsequently offers to pay a reduced amount under the Agreement, then the contractor shall have the right to terminate the agreement upon reasonable prior written notice.

Please contact Ernest McFadden, Program Administrator, at (914) 995-6418 should you have any questions.

Sincerely,

Mr. Bernie Dean
Acting Executive Director

112 East Post Road, 3rd Floor
White Plains, New York 10601

Telephone: (914) 995-2745
Fax: (914) 995-3871



City of Mount Vernon, New York

Staff Report

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

File #: TMP -854

Agenda Date: 9/17/2024

Agenda #: 8.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Use of City Funds for the Emergency Demolition of the Property Located at 19 South Terrace Avenue - (funds for this emergency demolition are available through the Emergency and Unsafe Conditions, Budget Code A.3620.443 for \$60,000.00, combined with \$38,000.00 from Budget Code A3620.405ARP, totaling \$98,000.00 for the completion of the project), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE USE OF CITY FUNDS FOR THE EMERGENCY DEMOLITION OF THE PROPERTY LOCATED AT 19 SOUTH TERRACE AVENUE

Whereas, by letter dated August 19, 2024, the Commissioner of the Department of Buildings has certified that there was imminent danger that required urgent demolition due to unsafe building conditions at the property located at 19 South Terrace Avenue, which had a high risk of collapsing and needed to be demolished immediately; and

Whereas, the property located at 19 South Terrace Avenue, Mount Vernon, New York, owned by Prime Paradigm Inc. (1358 Hooper Avenue, Ste 408, Toms River, NJ 08753), has been vacant since May 2016 due to structural instability; and

Whereas, between 2016 and the present, the property has experienced multiple fire incidents and has been the subject of numerous complaints from neighbors regarding unsafe conditions, including the partial collapse of the chimney, exterior and interior walls, retaining wall, and falling debris from the building; and

Whereas, on July 23, 2024, the City of Mount Vernon received a Complaint (COM-24-794) regarding the collapsing condition of the building at 19 South Terrace Avenue; and

Whereas, upon inspection, the City confirmed that the building was in imminent danger of collapse, which posed an immediate threat to the adjacent property located at 21 South Terrace Avenue and the life safety of surrounding residents; and

Whereas, pursuant to Chapter 106, Subsection 5 of the City Code, in cases where there is immediate danger to life or safety due to an unsafe building, the Commissioner is authorized to cause the immediate repair, vacating, or demolition of such a building; and

Whereas, on July 24, 2024, the City of Mount Vernon, in compliance with Chapter 106, Subsection 5, commenced the emergency demolition of the property at 19 South Terrace Avenue to eliminate the hazard and prevent further danger to life and property; and

Whereas, the City obtained three (3) estimates for the emergency demolition and selected Webb Development, the lowest bidder, which has previously completed similar demolition work for the City; and

Whereas, funds for this emergency demolition are available through the Emergency and Unsafe Conditions Budget Code A.3620.443 for \$60,000.00, combined with \$38,000.00 from Budget Code A3620.405ARP, totaling \$98,000.00 for the completion of the project; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization for Use of City Funds. The City Council hereby authorizes the use of \$98,000.00 in City funds, as follows, to cover the cost of the emergency demolition of the property located at 19 South Terrace Avenue:

- \$60,000.00 from budget code A.3620.443 (Emergency and Unsafe Conditions)
- \$38,000.00 from budget code A3620.405ARP

Section 2. Emergency Demolition Contractor. The City Council authorizes the acceptance of the lowest bid submitted by Webb Development to conduct the emergency demolition work at 19 South Terrace Avenue, Mount Vernon, New York.

Section 3. Definitions:

- **Zombie Home** - a property that has been vacated and is often in a state of disrepair, abandoned, or at risk of falling into such condition.
- **Emergency Demolition** - rapidly demolishing a structure deemed unsafe and an immediate threat to public safety.
- **Unsafe and Dangerous Conditions** - structural conditions that pose an immediate hazard to life, property, or public welfare due to instability, decay, or damage.

Section 4. Purpose of Demolition. The purpose of this emergency demolition was to prevent the immediate collapse of the building located at 19 South Terrace Avenue, which posed a significant risk to the adjacent property and the life safety of nearby residents.

Section 5. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall – One Roosevelt Square, Room 210
Mount Vernon, NY 10550
(914) 665-2483 Fax (914) 465-2988
Email: DoB@cmvny.com

Patrick G. Holder, R.A.
Commissioner

August 19, 2024

The Honorable City Council
City Hall
1 Roosevelt Square
Mount Vernon, New York 10550

THROUGH THE OFFICE OF THE MAYOR

Re: Imminent Danger – 19 South Terrace Avenue - Emergency Demolition of Unsafe Building.

Honorable City Council Members:

I respectfully request enactment of legislation approving the use of City funds for the emergency demolition of a property located at 19 South Terrace Avenue which was at high risk of collapsing if not demolished immediately at the time. Said property, between 2016 to present had multiple fire incidents and complaints from the neighbors, complaining of unsafe and dangerous, partial collapse in chimney, exterior and interior walls, retaining wall and falling debris from the building. By way of background, this property, which is currently owned by Prime Paradigm Inc.

1358 Hooper Avenue, Ste 408 Toms River, NJ 08753 was vacated due to structural instability back in May 2016. The property was deemed Unsafe and Dangerous at that time. Photographs of the property in its current condition are attached.

As you know on July 23, 2024, we received a complaint (COM-24-794) of a collapsing building at 19 South Terrace Avenue. Upon our inspection of this property, we confirmed that the building was near collapse and such a collapse would cause significant damage to the adjacent building 21 South Terrace Avenue and potentially was an immediate danger to the life safety of the adjacent property. Pursuant to Chapter 106-sub-section 5, “in cases where it is reasonable appears that there is immediate danger to the life of safety of any person unless an unsafe building is immediately repaired, vacated or demolished, the Commissioner shall cause the immediate repair, vacate or demolition of such unsafe building.”

The emergency demolition work commenced on Wednesday, July 24, 2024. We received three (3) estimates at the time to bid on this work. (see attached bids) We accepted the lowest bid provided by Webb Development who has done similar demo work for the city in the past.



CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

The property located at 19 S. Terrace Avenue is identified as a Zombie Home. Funds for this project are available through Emergency and Unsafe Conditions budget code (A.3620.443) in the amount of \$60,000.00 combined with \$38,000.00 from budget code (A3620.405ARP).

If this meets with approval of Your Honorable Body, I request that you enact this legislation declaring an emergency at 19 South Terrace Avenue and approving the use of funds to demolish the property.

Sincerely,

Patrick Holder, R.A.
Commissioner
Buildings Department







ASF CONSTRUCTION AND EXCAVATION CORP.

P.O. Box #399 Tarrytown, NY 10591
Licence #'S: WC2453H11 & PC6061.
WC Septic License #50
PROPOSAL

City of Moutn Vernon, NY

One Roosevelt Square, Room 210, Mt Vernon, NY 10550
Tel: 914-665-2483 Fax: 914-465-2988

Attention: **Patrick Holder**

Reference: **19 SouthTerrace Ave - Existing Bldg Demolition**

Dear Patrick Holder

We are ready and willing to provide the following item of work as: labor, material, tools, and equipment, to complete the scope of work as described below related to the above referenced project.

Site Work Scope of work - Quote Base Bid **\$ 138,500.00**

1.0 Building Demolition - Base Bid

- Crane Set up and Removal
- Traffic control, flaggers and Signs (No- Police Included, if Police is needed, this will be by others)
- Hand Demolition and Removals of Wood Structures only (No Foundation Removal)
- Dust Control
-
-

Alternate #1 - Demolition and Removal of Retaining Wall - Add to the Quote above \$18,000

- Demolition and Removal of front retaining wall
-
-

Documents and Certifications to be Provided:

- Copies of the insurances (liability, disability, and worker's comp.)
- Copy of the asbestos removal license.
- Subcontractors for asbestos and abatement.
- Demolition debris to be disposed of at a certified facility

Qualifications and Exclusion:

- 1.0 This proposal is valid for 30 day after the date below.
- 2.0 Bid Information is based on Informaton Provided by the City of Mount Vernon as per site visit on 7-24-24
- 3.0 Survey and layout are by others.
- 4.0 Labor rate is assumed to be regular rate, no prevailing wage rates are included.
- 5.0 No engineering, testing firm or inspections.

Very truly yours,

ASF CONSTRUCTION & EXCAVATION CORP.

Andre Fernandes

President,

cc: File

Date: 7/24/2024

Approved By: _____

Date: _____



DEMOLITION CONTRACT

This **DEMOLITION CONTRACT** (this "Contract" is made and entered into as of the ___ day of _____, 20___, by and between **Ownership and/or its affiliates**, a New York Corporation ("Owner"), and **WEBB DEVELOPMENT SERVICES CORPORATION**, a New York Licensed ("Contractor").

RECITALS

A. Owner is the owner of the real property located at **19 SOUTH TERRACE AVENUE** in the **City Of Mount Vernon, State of New York**, as more particularly described in Exhibit "A" attached hereto (the "Property" or the "Site").

B. Owner has issued a certain Invitation for Bid (the "IFB"), a copy of which is attached hereto as Exhibit "B" to this Contract, pursuant to which Owner has sought bids for the demolition and removal of all Improvements, as defined herein, located on the Property.

C. Contractor has submitted a proposal in response to the **IFB** which is attached hereto as Exhib-it "C" to this Contract and which has been accepted by Owner.

AGREEMENT

In consideration of the foregoing recitals, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor agree as follows:

Section 1. Definitions. As used in this Contract, the following terms have the following meanings.

1.1. "Applicable Environmental Laws" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law of any Governmental Entity now in effect and in each case as amended from time to time, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to the environment, human health or hazardous materials, including, without limitation, CERCLA; The Hazardous Materials Transportation Act of 1994, as amended, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1201, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300(f), et seq., the Federal Insecticide, Fungicide and Rodenti-

cide Act, as amended, 7 U.S.C. §136, et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, et seq., orders, rules and regulations issued by the New York State Department of Natural Resources Division on Environmental Quality, and the ordinances, rules, and permits of the City of New York, and any other similar federal, state or local laws, or any federal, state, or local laws relating to the environment or to hazardous or waste materials.

1.2. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

1.3. "Change Directive" has the meaning set forth in Section 9.4.B.

1

- 1.4. "Change Order" has the meaning set forth in Section 9.4.A.

- 1.5. "Commencement Date" means _____, 2023.

- 1.6. "Completion Date" means 80 calendar days following the Commencement

Date. The Completion Date may be changed only by written Change Order or written Change Directive in accordance with this Contract.

1.7. "Contract Documents" mean this Contract and all Exhibits hereto, the IFB, the Proposal, and any other document listed in this Contract.

- 1.8. "Contractor-Related Person" has the meaning set forth in Section 14.1.A.

- 1.9. "Contract Sum" has the meaning set forth in Section 9.1.

1.10. "Contract Time" means the period of time beginning on the Commencement Date and ending on the Completion Date. The Contract Time shall initially be for a period of **2 days to demolish and back fill excluding engineering plans approvals by City of Mount Vernon DOB**, unless increased or decreased by written Change Order or written Change Directive in accordance with this Contract.

1.11. "EPA" means the United States Environmental Protection Agency, or any successor agency.

1.12. "Event of Default" has the meaning set forth in Section 17.3.

1.13. "Final Completion", with respect to the Work, means that all Work, including, without limitation, all grading, disposal and compaction work, has been completed in accordance with the Contract Documents and has been accepted by Owner.

1.14. "Governmental Authorities" means governmental agencies, units or officials having jurisdiction over the Work.

1.15. "Governmental Entity" means any court or any federal, state, or local legislative or administrative body or governmental municipality, department, commission, board, bureau, agency or authority.

1.16. "Hazardous Materials" means:

A. any substance, material, or waste that is included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances", "toxic materials", "toxic waste", or words of similar import in any Environmental Law;

B. the substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the EPA (40 C.F.R. 302 and amendments thereto); and

C. any substance, material, or waste that is petroleum, petroleum related, or a petroleum by-product, asbestos or asbestos containing material, lead or lead containing materials, polychlorinated biphenyls, flammable, explosive, or radioactive materials, Freon gas, radon, or a pesticide, herbicide, or any other

2

agricultural chemical.

1.17. "Improvements" mean all buildings, structures, and other improvements, and all equipment and other physical components of any of the foregoing located on the Property.

1.18. "Legal Requirements" means laws, ordinances, rules, codes, regulations, permits, licenses and legal requirements of any kind issued by any Governmental Authority, to the extent they apply to the Work under the laws of the state of Missouri and as to the obligations of the Parties generally under this Contract.

1.19. "OSHA" means the United States Occupational Safety and Health Administration, or its successor.

1.20. "Outstanding Work" has the meaning ascribed to it in Section 17.8.

1.21. "Owner Indemnified Person" or "Owner Indemnified Persons" has the meaning set forth in Section 14.1.

1.22. "Owner's Certificate of Acceptance" has the meaning ascribed to it in Section 11.1.

- 1.23. "Property" or "Site" has the meaning set forth in the Recitals.
- 1.24. "Proposal" has the meaning set forth in the Recitals.
- 1.25. "Project" has the meaning set forth in Section 2.1.
- 1.26. "Subcontractor" means any person or entity under a direct contract with

Contractor to perform any part of the Work, supply any materials to be incorporated into the Work, or to supply any tools, equipment or other articles or services to be used in the Work.

- 1.27. "IFB" has the meaning set forth in the Recitals.
- 1.28. "Work" has the meaning set forth in Section 4.1.

Section 2. Project Description and Contract Documents.

2.1. Contract Documents. The Contract Documents are incorporated in to this Contract by this reference for all purposes and constitute the entire and integrated agreement between Owner and Contractor. If anything contained in any of the Contract Documents other than this Contract is inconsistent with this Contract, this Contract shall govern.

2.2. Site and Project. The Work under this Contract and the Contract Documents is generally described as the demolition of the Improvements and the disposal of all debris relating thereto (the "Project"). **19 South Terrace Avenue Mount Vernon New York Block #1064 Lot 36**

3

2.3. Ownership of Improvements Being Demolished. On execution of this Contract, solely for the purpose of performance under this Contract, all right, title and interest in and to the Improvements shall be deemed to be vested in Contractor, subject to the provisions of the Contract Documents. No right, title, property or interest in and to the land on which the improvements stand is created, assigned, conveyed, granted, or transferred to Contractor, or any other persons, except only the license to enter onto the Property to demolish and remove the improvements in strict accordance with the Contract Documents. If Owner terminates this Contract in accordance with the Contract Documents, title to the Improvements remaining on the Site as of t h e d a t e o

f termination revert to and vest in Owner without release or prejudice to claims between the parties.

Section 3. Commencement and Completion of the Work.

3.1. Commencement and Completion Dates. Contractor shall commence the Work on or before the Commencement Date and shall complete the work on or before the Completion Date.

3.2. Timely Completion Required. Time is of the essence under this Contract. The time for completion of the Work shall not be extended except as agreed by Owner and Contractor by a written Change Order signed by both Owner and Contractor or by Change Directive.

3.3. Delay. If the Project is not completed on or before the Completion Date, then, in addition to all other rights and remedies Owner may have under this Contract, Contractor shall pay to Owner the sum of \$100 per day for each calendar day beyond the Completion Date until the Project is completed. If Contractor is delayed at any time in the progress of the Work, for any reason other than an act of neglect by Contractor or any of Contractor's agents, employees, consultants or Subcontractors (including, without limitation, any act or neglect of Owner or any of Owner's agents, employees or consultants), then, in such event, Contractor's sole remedy shall be an extension of the Contract Time. Contractor must notify Owner in writing within 7 days after the commencement of any event for which Contractor shall be entitled to a Contract Time extension under this Section 3.3 (it being expressly understood that requests made subsequent to such 7 day period shall not be eligible for extension), and any such adjustment in the Contract Time shall be memorialized in a written Change Order.

Section 4. Work.

4.1. Work. Contractor shall provide all necessary labor, professional services, supervision, materials, tools, accessories, equipment, permits, fees, testing, inspections, and certifications which may be necessary to properly complete the Project to the satisfaction of Owner and all applicable Governmental Authorities in accordance with the Contract Documents and all Legal Requirements (the "Work"). The term "Work", as used herein, includes all demolition, services, labor, materials, tools, machinery, equipment, transportation, disposal, permitting, utilities, and other facilities and services necessary for the proper execution and completion of the Work.

4.2. Scope of Work. The specific Work to be performed under this Contract is generally described as follows: File engineering demolition plans with **City of Mount Vernon DOB** and obtain approval.

The dismantling, leveling and demolition of all Improvements, including, without limitation, buildings, below-grade foundations, parking areas, driveways, utility installations owned by Owner located on or under the Site; removal and proper disposal of all debris resulting from such Work; and proper compaction and grading of the Site following the removal of all improvements and debris therefrom. The Work expressly includes identification and remediation, removal and proper disposal of asbestos and polychlorinated bi-phenyls comprising a portion of the improvements (as opposed to any such substances improperly released into the environment).

4.3. Environmental Services. Any environmental consulting or engineering services forming a part of the Work shall be performed by a licensed engineer employed by Contractor. Such Work may include inspection and testing of possible asbestos, polychlorinated bi-phenyls, or other Hazardous Materials, permitting for removal and disposal work, establishing Hazardous Materials safety and handling programs and other related Work in accordance with all Applicable Environmental Laws.

4.4. Workmanlike Manner and Compliance with Laws. Contractor shall complete the Work in a first class, good and workmanlike manner in accordance with the terms of this Contract, and generally accepted engineering practices adopted by firms performing services of a similar nature to the Work. Contractor shall comply with all federal, state and municipal laws, codes, ordinances, rules and regulations and other Legal Requirements effective where the Work is to be performed.

4.5. General Requirements. Subject to additional requirements as set forth in the Contract Documents, Contractor shall perform the following duties in connection with the Work:

A. Utilities. Contractor shall contact all relevant utilities to (1) ensure that service has been disconnected; (2) to determine the location of any underground utilities located at the Site; and (3) to properly cap off all utilities as appropriate in accordance with all applicable Legal Requirements.

B. Fill and Compaction. Any depressions resulting from the removal of underground utilities, building foundations or other items shall be filled to grade with clean fill and compacted to 95%.

C. Grading. Following the removal of all on-grade improvements, underground improvements and debris, Contractor shall grade all disturbed surface areas.

D. Disposal of Hazardous Materials. Asbestos, polychlorinated bi-phenyls and other Hazardous Materials, if any, shall be disposed of in a properly licensed facility in accordance with all Applicable Environmental Laws or other Legal Requirements. Contractor shall provide Owner with a list of all disposal facilities for approval prior to disposing of any Hazardous Materials. Contractor shall promptly provide all original waste manifests and other evidence of proper disposal following removal of any Hazardous Materials from the Site.

4.6. Salvage. Contractor shall have salvage rights to all components of the Improvements to the Site, except only any asbestos containing materials, equipment containing polychlorinated biphenyls or any other Hazardous Materials, which must be disposed of as provided for herein.

4.7. Safety. Contractor further agrees that it will, during the performance of the Work, take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting, and maintaining all reasonable, necessary, or required safety devices for its employees and flagmen, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work. In any event, Contractor shall promptly and properly replace any safety devices provided by others or Contractor and which are disturbed by Contractor's operations or forces hereunder. Contractor shall take all necessary steps to protect and secure its Work, materials, tools, scaffolding, equipment, buildings, trailers, and work shacks from vandalism, theft, and fire damage and Owner shall not be responsible for losses or damages to such items. Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the performance of its Work hereunder. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Contractor's employees on the Project and all other persons on or near the Project Site who may be affected by Contractor's operations; (ii) all the Work and all materials and equipment used in connection with the performance of the Work, whether on or off-site, under the care, custody, or control of Contractor or any of Contractor's Subcontractors; (iii) other property at the Site or adjacent thereto; and (iv) the work of Owner or other separate contractors. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements. Contractor shall properly remedy all damage or loss to any property referred to herein caused in whole or in part by Contractor, any of its Subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and for which Contractor is responsible hereunder. The foregoing obligation is in addition to Contractor's indemnification obligations set forth elsewhere herein. Owner will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the Work or any part or parts thereof respectively or for any of the equipment, materials or other things used and employed in finishing and completing the Work, or for injury to any person or persons, either workers or the public, or for damage to property.

Section 5. Representations and Warranties of Contractor. Contract hereby represents and warrants to Owner and Owner's successors and assigns as follows:

5.1. Qualifications. Contractor is a licensed corporate entity duly organized, existing, authorized to do business, and in good standing under the laws of all jurisdictions under which the Work is to be performed. Contractor is duly authorized to enter into this Contract by signature set forth herein. Contractor is skilled and experienced in the Work to be provided pursuant to this Contract, and is familiar with and knowledgeable about Applicable Environmental Laws and Legal Requirements.

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5.2. Site Inspected. Contractor has inspected the Site and is satisfied with the improvements, the surface and subsurface of the Site, available labor supplies, available materials and supplies, and all other matters that could, in reasonable probability, affect the nature of and cost to perform the Work. No adjustments shall be made to the Contract Sum for concealed or unknown conditions except to the extent that the same could not have reasonably been discovered or anticipated by a competent contractor using its best efforts to determine the scope of the Work based upon typical conditions in the vicinity of the site of the Work.

5.3. Good and Workmanlike Work. Contractor will provide and complete the Work in a good and workmanlike, first class, manner, to the best of Contractor's art and skill, and in accordance with the Contract Document, all Legal Requirements and all Applicable Environmental Laws.

5.4. Licenses and Permits. Wherever necessary, Contractor shall obtain all licenses and permits required to perform the Work.

5.5. Work Will be Done in Compliance with Laws. Contractor shall comply with all Applicable Environmental Laws, and all federal, state and municipal laws, codes, ordinances, rules, regulations and other Legal Requirements effective where the Work is to be performed, with regard to safety, health, environment, or otherwise. Contractor, for itself and on behalf of its employees, agents, assigns and Subcontractors, agrees to comply with all safety directives of Owner's personnel and representatives. Failure to follow Owner's safety directives and regulations is grounds for immediate termination of this Contract without recourse and notwithstanding any other provision of this Contract.

Section 6. Permits. Prior to conducting any physical demolition work at the Site, Contractor shall obtain all demolition, asbestos removal and other permits required to perform the Work, and shall provide all required notices to utilities and government agencies, if any, required to perform the Work, the costs of which are included in the Contract Sum.

Section 7. Conducting and Supervising Work.

7.1. Contractor Solely Responsible for Means, Methods, Techniques, Sequences and Procedures. Contractor shall use its best skill in attention in supervising and directing the Work and shall have full control over and sole responsibility for the means, methods, techniques, sequences and

procedures of the Work and shall coordinate the Work with any other work being done by Owner or Owner's separate contractors. Contractor shall be responsible for worksite safety, but shall at all times comply with any safety rules or programs maintained by Owner at the Site. Contractor shall be responsible for all acts and omissions of Contractor's employees, agents, Subcontractors, licensees and invitees at the jobsite or elsewhere while acting in connection with the Project. Neither Owner nor Owner's officers, directors, employees or agents shall be responsible for Contractor's (a) means, methods, or techniques; (b) safety precautions or programs; (c) acts or omissions; or (d) failure to carry out the Work in accordance with the Contract Documents, Applicable Environmental Laws or applicable Legal Requirements.

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7.2. Jobsite Order. Contractor shall maintain good order at the jobsite at all times and shall not permit unqualified personnel to work on the Project. Contractor shall not permit the use of drugs or alcohol by its employees or those of its Subcontractors on the site and shall immediately remove from the Site any such person under the influence of drugs or alcohol.

Section 8. Subcontractors. Contractor shall supply to Owner a list of any Subcontractors to whom Contractor expects to perform work valued in excess of \$2,500.00. Each such subcontract shall: (a) require that such Work be performed in accordance with the requirements of this Contract; (b) waive all rights the Subcontractor may have against Owner for damages caused by fire or other casualty; (c) require the Subcontractor to carry and maintain liability insurance in an amount not less than those set out in Exhibit "D" and to furnish a certificate of such insurance naming Owner and Owner's officers and directors as additional insureds as set out in Exhibit "D" prior to entry on the Site.

Section 9. Contract Sum.

9.1. Amount. For all Work required under this Contract, Owner agrees to pay to Contractor the fixed fee of the following amount except as modified by Change Order or Change Directive (Contract Sum): **\$91,500.00. Ninety One Thousand Five Hundred Dollars Including Asbestos Abatement. Contractor will retain the Services Of Asbestos Mitigation Sub-Contractor.**

9.2. Amount Changed Only by Change Order. Notwithstanding anything to the contrary contained in this Contract, it is the specific intent of Owner and of Contractor that the Contract Sum may not, under any circumstances, be increased, other than by a written Change Order signed by authorized representatives of both Owner and Contractor or by Change Directive.

9.3. Amounts Outside of Contract Sum. Contractor agrees that it will not perform any work outside the scope of this Contract prior to receipt of a signed Change Order or Change Directive from Owner. Any such additional work performed without a Change Order or Change Directive shall not be subject to reimbursement by Owner. Contractor will be solely responsible for all its costs and expenses incurred in connection with this Contract that are not specifically provided for herein or in a written Change Order or Change Directive. This provision is of the highest importance to Owner and Owner would not have entered into this Contract absent this provision.

9.4. Changes in the Work.

A. A "Change Order" is a written agreement signed by Owner and Contractor stating their agreement upon a change in the Work, the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time and Completion Date, if any.

B. A "Change Directive" is a written order prepared by Owner directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. Owner may by Change Directive, without invalidating this Contract, order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or other revisions, with the Contract Sum and/or Contract Time being adjusted accordingly. A Change

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Directive shall be used in the absence of total agreement on the terms of a Change Order.

C. Changes in the Work may be accomplished after execution of this Contract, and without invalidating this Contract, by Change Order or Change Directive, subject to the limitations stated in this Section 9.4 and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among Owner and Contractor. A Change Directive issued by Owner may or may not be agreed to by Contractor, however Contractor shall perform the changes in the Work under applicable provisions of the Contract Documents, and Contractor shall proceed promptly to perform all such changes in the Work (including, without limitation, under a Change Directive whether or not agreed to by Contractor) even if Contractor does not sign the Change Directive.

D. A Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in the Contract Sum and/or Contract Time or the method for determining same. Such agreement shall be effective immediately and shall be recorded as a Change Order.

E. No more than 10% profit and overhead will be allowed on any change order.

Section 10. Taxes.

10.1. Sales Tax Exempt. As a tax exempt organization, Owner is not subject to the payment of sales, consumer, use and similar taxes. Contractor shall take all steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the State of Missouri Sales Tax for goods, materials, fuel or other materials incorporated, used or consumed in the Work. All savings resulting from such tax exemptions shall be for the sole benefit of Owner.

10.2. Contractor Incurred Taxes. Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted as of the date of this Contract and incurred by Contractor in the Work. Notwithstanding anything in the Contract Documents to the contrary, the Contract Sum includes all sales, use, consumer, and similar taxes in effect, or announced to become effective on or before the date of this Contract and Contractor shall pay all such amounts directly to the appropriate authorities.

10.3. Taxes on Contractor's Business. Contractor shall bear and pay any and all liabilities or claims for any income taxes, profits taxes, property taxes on Contractor's equipment and other personal property, stamp taxes, document taxes, excise taxes, import taxes or duties, surtaxes, surcharges or any other taxes or governmental charges which any governmental authority claiming jurisdiction over the Contract may impose, assess or levy against Contractor on account of or resulting from Contractor's execution of or performance under the Contract.

10.4. Employee Benefits. Contractor further agrees to withhold from wages, salaries, fees or other remuneration of its agents, servants, employees, or sub- contractors, all taxes and contributions imposed or required by any law for any employment insurance, pensions, old age retirement funds or similar purposes or any other sums required to be withheld by the laws of the State of Missouri and to pay the

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same when due to the proper authorities.

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Section 11. Payment of Contract Sum.

11.1. Final Completion and Invoice. After Contractor has completed all of the Work in accordance with the Contract Documents, Contractor shall notify Owner in writing. When Owner is satisfied Contractor has completed the Work in accordance with the Contract Documents, Owner shall notify Contractor of final acceptance of the Work by issuance of an "Owner's Certificate of Acceptance" in such form determined by Owner. Upon receipt of the Owner's Certificate of Acceptance, Contractor shall deliver to Owner an invoice for the entire Contract Sum along with the following documents:

A. an affidavit or final waiver of lien, in such form as Owner may request, certifying payment of its Subcontractors, laborers, suppliers and materialmen;

B. releases and/or final waivers of the Subcontractors or materialmen of Contractor of liens arising out of or in connection with performance of the Work as Owner may request; and

C. a release by Contractor of all claims against Owner arising out of the Contract Documents and/or performance of the Work.

11.2. Payment of Final Invoice. Owner shall pay the Contract Sum to Contractor within 30 days after Owner's receipt of the final invoice and all of the items listed in Section 11.1, all to the reasonable satisfaction of Owner. Neither final payment nor issuance of the Owner's Certificate of Acceptance shall affect or impair Owner's rights with respect to any defect in or nonconforming Work or any other breach or right or remedy under the Contract Documents.

11.3. Inspections. Prior to making the final payment required, Owner (individually or through its architect or other consultants) shall have the right, but not the obligation, to conduct inspections of the Work to determine the level of completion of the Work, the quality thereof and the compliance of the Work with the Contract Documents and all applicable codes, ordinances, regulations or other Legal Requirements. Should Owner elect to retain a consultant for such inspections, such consultant shall have the authority, in the consultant's sole discretion, to reject all nonconforming Work and to make recommendations to Owner regarding issuance or non-issuance of the Owner's Certificate of Acceptance.

11.4. Withholding Payments. Payments may be withheld by Owner for any of the following reasons:

- Contractor fails to correct defective or non-conforming Work;
- Claims or liens have been filed or threatened;
- Contractor has failed to make timely and adequate payments

to Subcontractors or others;

D. Contractor has failed to carry out the Work in accordance with this Contract;

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E. Owner force places insurance on behalf of Contractor in accordance with Section 15.2;

F. Any cost or expense incurred by Owner to cancel or discharge one or more liens as provided in Section 12;

G. All damages Owner has suffered under this Contract as provided for in Section 17.6; and

H. The amount, if any, by which the costs incurred by Owner to complete the Work exceed the balance of the Contract Sum at the time of termination, and any other losses incurred as a result of Contractor's default, as provided for in Section 17.9.

11.5. No Representation. Any payment made by Owner to Contractor shall not thereby be deemed to represent that Owner has made an exhaustive or continuous on-Site inspection to check the quality or quantity of the Work, or that Owner has reviewed the means, methods, techniques, sequences, or procedures used to perform the Work, or that Owner has made an examination to ascertain the purposes for which Contractor has used the monies previously paid to Contractor, if any, pursuant to the Contract. No payment by Owner shall constitute an acceptance of any Work that is defective or otherwise not in accordance with this Contract.

Section 12. No Liens. Contractor agrees that any monies it shall receive in payment for Work performed under this Contract, other than the portion of such payments being a part of Contractor's fee for services rendered under this Contract and remaining after payment in full of all expenses associated with the Work, shall be received in trust and used to discharge its financial obligations with respect to such Work. Contractor further agrees that it will not file or cause to be filed any mechanic's lien for labor performed or to be performed unless Owner. Contractor further agrees that if any Subcontractor holding a subcontract from it or any materialman supplying materials to it or anyone claiming by or through it or any such Subcontractor or materialman shall file or cause to be filed any lien, Contractor will, upon notice from Owner, cause such lien to be canceled and discharged within 15 calendar days from such notice; and in the event of Contractor's failure to do so, Owner shall have the right to cause such lien to be canceled and discharged, and in that event any expense so incurred by Owner, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys' fees and disbursements, shall be paid by Contractor, or at the option of Owner, shall be deducted from any payment then due or thereafter becoming due from Owner to Contractor.

Section 13. Environmental Matters.

13.1. Notification of Presence of Hazardous Materials. Owner has notified Contractor that it anticipates that the improvements to be demolished contains various asbestos containing materials, lead paint and other Hazardous Materials, including but not limited to, transformers and/or other electrical equipment containing polychlorinated bi-phenyls which are located at the Site. Contractor has represented to Owner that it has experience in handling Hazardous Materials, has inspected the Site for the presence of Hazardous Materials and has included the cost of remediation and disposal of such

Hazardous Materials in the Contract Sum. 13.2. Release Reporting.

A. Immediate Reporting Requirements. Contractor shall immediately report a release to all appropriate agencies and to Owner in the event a release occurs during the performance of the Work that requires immediate reporting to one or more federal, state or local agencies pursuant to applicable law including but not limited to the Emergency Planning and Community Right-To-Know Act of 1986, CERCLA, the Clean Water Act and the Oil Pollution Act of 1990. The term, "immediate reporting" shall mean those instances where reporting is required within 15 minutes of the incident such that it is not practical to contact Owner prior to making such report.

B. Other Reporting Requirements. Except for releases subject to Subsection 13.2.A above, Contractor shall promptly advise Owner in writing of any condition which it reasonably believes requires reporting, the appropriate agencies that should receive reports and the time period in which reports should be provided. Owner shall be responsible for making all such reports unless otherwise agreed in writing. Contractor shall assist Owner in preparing such reports at the request of Owner.

C. Contractor Reporting Requirements. In the event Contractor is specifically required by applicable federal, state or local laws, regulations or ordinances to independently report any release to any appropriate agency, Contractor shall advise Owner in writing of such requirement and shall provide copies of all such intended reports to Owner prior to making such reports. Contractor shall use its best efforts to coordinate any reports it is independently required to make with Owner.

13.3. Process and Compliance. In addition to other provisions of this Contract, Contractor shall provide all engineering methods and follow all work practices required to meet the exposure limits as required by OSHA Standards at 29 C.F.R. §§ 1910.1001 and to prevent emissions of particulate asbestos material to the outside air as required by EPA Regulation 40 C.F.R. Part 61, Subpart M (the "Asbestos Regulations"). Prior to the start of work, Contractor shall provide Owner with a copy of Contractor's asbestos removal procedure. Contractor shall provide employees with training on Contractor's asbestos removal procedures and Contractor shall so indicate in writing to Owner, immediately, any deviation from these procedures. Contractor, when required by EPA Regulations, shall provide the EPA regional administrator with written notice of intention to remove asbestos and this notice shall include all EPA required information. This written notice shall be sent by certified mail, return receipt requested. Owner shall be given a copy of this written notice and a copy of the EPA returned receipt prior to the start of asbestos removal. Contractor shall also provide all notices, plans, and other documents as required under the Asbestos Regulations and shall provide Owner with a copy of all such notices. Contractor shall provide Owner with copies of all truck asbestos hauling permits, dumping receipts, monitoring test results, and any and all documentation as may be required by the Asbestos Regula-

tions. Prior to the start of work, Contractor shall provide Owner with the names and social security numbers of all asbestos removal employees and a certification that employees are physically able to use respirators without any danger to their health and further certifying that they have received all of the required training and medical examinations. Contractor shall maintain a current daily

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log of personnel entering the sealed asbestos removal work area and copy Owner daily. Contractor shall provide all personal protective equipment, as required by OSHA Standards 29 C.F.R. §§ 1910.1001, for its employees. Contractor's Asbestos Removal Procedure shall include an established respirator program which shall provide training in the use of, and testing for proper face fit of, any respirator for all asbestos removal employees as required by OSHA Standard 29 C.F.R. §§ 1910.1001 and the American National Standards Institute "Practices For Respirator Protection," ANSI Z88.2-2015 and the "American National Standard for Respiratory Protection – Respirator Use – Physical Qualifications for Personnel," ANSI Z88.6- 2006. Contractor shall provide all personal protective equipment to Owner's personnel or any state or other Governmental Authority who may be required to inspect the work. Contractor shall provide or make available at its cost, medical examinations relative to exposure to asbestos as required by OSHA Standards 29 C.F.R. §§ 1910.1001. Contractor shall provide for all personal and environmental monitoring by a qualified person or an Industrial hygienist using the OSHA Standards 29 C.F.R. §§ 1910.1001 methods with the samples tested by a Laboratory accredited by qualified agencies. Contractor shall retain all Project records as required by OSHA Standards 29 C.F.R. §§ 1910.1001 for a period of 20 years or longer as may be required by State or local regulations.

Section 14. Indemnification.

14.1. Indemnification. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify and hold harmless Owner and its officers, directors, employees or agents (collectively, the "Owner Indemnified Persons", and each, individually, an "Owner Indemnified Person" from and against:

A. all claims, damages, losses and expenses, including attorneys' and consultants' fees, arising out of the failure, in whole or in part, directly or indirectly, of Contractor, any Subcontractor, any material or equipment supplier, or anyone directly or indirectly employed by them and all other persons for whom contractor may be legally liable (collectively, the "Contractor-Related Persons", each, individually, a "Contractor-Related Person") to comply with Applicable Environmental Laws; Contractor's advising or instructing Owner in contravention of Applicable Environmental Laws; or the release or disturbance of Hazardous Materials by any Contractor-Related Person. Contractor hereby agrees to indemnify, defend and hold all Owner Indemnified Persons harmless from and against any and all costs, penalties, fines, remediation expenses, accountants',

experts' and attorneys' fees and costs of litigation in the event of any allegation of improper disposal of Hazardous Materials by any Contractor-Related Person in connection with this Contract. This Section 14.1.A is intended to indemnify Owner Indemnified Persons from liability even in the event of any Owner Indemnified Person's contributory or concurrent negligence or strict liability;

B. all claims, damages, losses, expenses, liabilities and judgments which may be made, asserted or entered against Owner or any other Owner Indemnified Person (including attorneys', consultants' and experts' fees), which arise from, are incident to, grow out of or are connected with bodily injuries to any person, (including Contractor-Related Persons), or damage to any property, caused in whole or in part by Contractor or any other Contractor-Related Person (except to the extent caused by the sole negligence of any Owner Indemnified Person). Contractor hereby waives any immunity provided for by the applicable workers compensation laws so that this indemnity may be enforced against

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Contractor for any action brought against any Owner Indemnified Person by any employee or alleged employee of Contractor;

C. any claims, damages, losses, expenses, liabilities and judgments which may be made, asserted or entered into against any Owner Indemnified Person based upon or arising from any actual or claimed infringement of patents, trademarks, service marks, trade secrets, mask work rights, or copyrights with respect to any process, product, equipment or apparatus, goods or materials supplied by Contractor or any other Contractor-Related Person in connection with any of their performance hereunder or the Work (except to the extent such infringement arises solely and directly out of Contractor's compliance with Owner's written specifications for such item of equipment or material); and

D. any and all liability imposed by reason of Contractor's or any other Contractor-Related Person's actual or asserted violation of laws, regulations, ordinances, or other rules of government or any quasi-governmental body or agency, including but not limited to, actual or alleged failure to pay taxes or other governmental fees or charges.

14.2. Deduction from Payments to Contractor. Any loss or damage incurred by Owner in connection with the foregoing may be deducted from compensation then due or to become due to Contractor hereunder, which deduction shall be in addition to any other remedies that Owner may have hereunder.

14.3. Survival. The Indemnities in this Section Section 14 shall survive the completion of the Work or the earlier termination of this Contract.

14.4. Notification. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at its own expense, shall assume on behalf of the Owner-Related Persons, and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to the Owner-Related Persons; provided, however, that the Owner-Related Persons shall have the right, at their option, to be represented therein by advisory counsel of their own selection and at their own expense. In the event of failure by Contractor to fully perform in accordance with this Section 14.4, the Owner-Related Persons, each at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Owner-Related Persons in that event shall be reimbursed by Contractor, together with interest on the same from the date any such expense was paid by the Owner-Related Persons until reimbursed by Contractor, at the highest lawful rate of interest allowed under applicable usury law (or if no maximum rate is applicable, at the rate of 18% per annum). This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers compensation acts, disability benefit acts or other employees' benefit acts.

14.5. Modified to Comply with Law. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this Section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

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Section 15. Insurance.

15.1. General and Specifications Exhibit. Attached hereto as Exhibit " D " are specifications for insurance and bonds to be obtained and maintained by Contractor and insurance to be obtained and maintained by Subcontractors. The specifications are in addition to the requirements set out in this Section 15. In the event of any conflict between the specification in Exhibit "D" and the requirements set out in the below sections of this Section 15, the specifications in the Exhibit "D" control and amend and supersede the conflicting requirement set out in the below sections of Section 15. Contractor will maintain certificates and evidence of insurance from all Subcontractors, enumerating, among other information, the waivers of subrogation in favor of and additional insured status of the Owner Indemnified Persons, as required by the Contract Documents. Contractor will make such certificates and evidence of insurance available to Owner Indemnified Persons prior to commencement of the Work and thereafter upon request. The coverages and limits set forth in Exhibit "D" are minimum requirements and not a determination as to all of the coverages and maximum limits that Contractor should carry. The failure of Owner to demand full compliance by Contractor or any Subcontractor with respect to the minimum coverages outlined in Exhibit "D" will not constitute a waiver with respect to Contractors' or the Subcontractors'

obligation to maintain such coverages. Contractor hereby indemnifies Owner and all Owner Indemnified Persons against any claims arising from Contractor's or any Subcontractor of any tier's failure to purchase and/or maintain the insurance coverages required by this Contract.

15.2. Forced Placed Insurance. In the event of any failure by Contractor to comply with the provisions of this Section, Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that Owner shall have no obligation to do so and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

15.3. Contractor's Liability Insurance. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Missouri such insurance as expressly required by the insurance requirements in the Contract Documents and as will protect Contractor from claims set forth below which may arise out of or result from Contractor's operations and completed operations under the Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor of any tier or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workers compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages because of injury to or destruction of tangible

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property, including loss of use resulting therefrom;

F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

G. Claims for bodily injury or property damage arising out of completed operations;

H. Claims involving contractual liability insurance applicable to Contractor's obligations under Section 14; and

I. Pollution liability.

15.4. Limits, Occurrence and Claims-Made Basis. The insurance required by this Section 15 and Exhibit "D" shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to Contractor's completed operations coverage, until the expiration of five years from final completion. Notwithstanding the foregoing, such coverage required hereunder shall not be written on a claims-made basis without the advance express written consent of Owner, which consent may be withheld or denied in Owner's sole discretion, and if consent is not obtained then the insurance is to be written on an occurrence basis. No deductible or self-insured retention in excess of \$10,000.00 is permitted without the prior written approval of Owner. No policy may include an endorsement restricting, limiting or excluding coverage in any manner without the prior written approval of Owner.

15.5. Policies and Certificates of Insurance. Certificates of insurance acceptable to Owner shall be filed with Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section 15 and Exhibit "D" shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with Contractor's final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 15.4. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by Contractor with reasonable promptness. Prior to commencement of Work and thereafter as requested by Owner, Contractor shall provide Owner with a certified true and correct copy of the insurance of Contractor's and such of the Subcontractors of any tier requested by Owner. When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, Contractor shall supply Owner with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtain or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, Contractor shall also furnish Owner with a certified copy of the renewal or replacement policy unless Owner provides Contractor with prior written consent to submit only a Certificate of insurance

for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to Owner and written by carrier acceptable to Owner.

15.6. Endorsements. Contractor shall cause the commercial liability, auto and umbrella liability coverage required by the Contract Documents to include (1) Owner and Owner's officers and directors as additional insureds for claims caused in whole or in part by Contractor's acts or omissions during Contractor's operations; and (2) Owner and Owner's officers and directors as additional insured for claims caused in whole or in part by Contractor's acts or omissions during Contractor's completed operations. All such liability policies carried and maintained by Contractor must be endorsed to be primary to any liability insurance policies carried by the additional insureds with respect to Contractor's operations hereunder. Waivers of subrogation shall be provided in favor of the additional insureds on general, auto, workers compensation/employers, umbrella, pollution and all other liability policies carried and maintained by Contractor.

15.7. Bonds. Owner shall have the right to require Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The payment bond shall be in the statutorily required amount and form and issued by an issuer acceptable to Owner. The payment bond shall not be on an AIA bond form. Any person, firm or corporation executing a performance or payment bond upon Contractor's Work under the Contract Documents, shall be deemed to have consented in advance to any changes in the Work made by order of Owner; any such changes shall in no way alter or impair the obligations of such person, firm or corporation executing such a bond. The amount of the bonds shall be written to increase with Change Orders. Contractor shall obtain and file with Owner bonds for any increases in the Contract Sum as may be necessary to effectuate coverage for increases in the Contract Sum. Issuer must be at least a Best's Key Rating Guide A/VII company and listed on the United States Department of the Treasury's List of Acceptable Sureties and Reinsurers, Treasury Department Circular 570. The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to and waiver of (1) notice of changes in the Work; (2) request for reduction of release of retention; (3) request for final payment; and (4) any other material required by the surety. Owner may, in Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work. For contracts over \$150,000 a 5% bid bond and 100% performance bond and payment bond are required.

15.8. Property Insurance. The risk of loss to the improvements is to be borne by Contractor and Contractor waives and releases any claims on Owner's property insurance.

Section 16. Compliance with Law.

16.1. Covenant. Contractor agrees that it shall comply with, and shall cause all Subcontractors, consultants, and engineers retained by Contractor to comply with all requirements of applicable law, including, without limitation, (1) any code or ordinances of the municipality where the Project site is located; (2) the requirements of the local board of insurance underwriters; (3) the provisions of any permits for the Work; (4) OSHA rules and regulations; and (5) all Applicable Environmental Laws and Legal Requirements.

16.2. Changes in Laws. If after the date of this Contract there is a change in the laws applicable to the Work (including a change in any official interpretation thereof issued by a court or regulatory agency) that necessitates some modification to the performance of any Work under this Contract, and Contractor neither had knowledge nor could reasonably have been expected to have knowledge of such change prior to the date of this Contract, Contractor shall prepare a proposed Change Order including the modifications required by such change in law and, upon acceptance by Owner, the Contract Sum shall be amended accordingly. No adjustment in the Contract Sum shall be made in the event of any change in law that Contractor knew of or could reasonably be expected to have knowledge of as of the date of this Contract.

Section 17. Termination or Suspension.

17.1. Termination for Convenience. Owner may terminate this Contract or any portion of the Work at any time, with or without cause, by 5 days prior written notice to Contractor provided, however, that Owner shall compensate Contractor for the verifiable direct cost of all Work properly performed and profit earned prior to Contractor's receipt of notice and all of Contractor's reasonable, verifiable direct costs and expenses incurred in demobilizing following any such termination. Under no circumstances is Contractor entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies or any other direct, indirect or consequential damage or cost occasioned by Owner's termination for convenience.

17.2. Suspension for Convenience. Owner may suspend performance of all or any portion of the Work at any time, with or without cause, by 10 days prior written notice to Contractor provided, however, that as Contractor's sole and exclusive remedy with respect thereto, Contractor shall be entitled to a Change Order in accordance with 9.4. During any such suspension, Contractor shall protect and secure the Work in such manner as Owner may require at Owner's expense, if such suspension is for convenience. Unless Owner otherwise directs, Contractor shall, at Owner's expense, if such suspension is for convenience, maintain its readiness on or near the Site to proceed with the Work upon Owner's further instructions. Contractor shall use its best efforts to use its material, labor and equipment in a manner that will mitigate costs associated with such a suspension. Following a suspension, Owner may at any time give Contractor notice to continue with the suspended Work.

17.3. Events of Default. Each of the following circumstances or events shall constitute an "Event of Default" by the party specified at the beginning of each sub-clause below:

A. by either party, if: a proceeding is instituted against the party seeking to adjudicate it as bankrupt or insolvent and such proceeding is not

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dismissed within 60 days of filing; the party makes a general assignment for the benefit of its creditors; a receiver is appointed on account of the insolvency of the party; the party files a petition seeking to take advantage of any other applicable laws relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or the party is unable to pay its debts when due or as they mature;

B. by Owner, if Owner fails to pay any undisputed amount and such failure continues unremedied for more than 30 days after first written notice thereof by Contractor;

C. by Contractor, if Contractor fails to perform any material obligation under this Contract and such failure continues and/or has not been remedied, and/or the effects of such failure have not been remedied, in each case for more than 15 days after first written notice thereof by Owner;

D. by Contractor, if Contractor fails to fully complete the Project within 10 days or more beyond the Completion Date;

E. by Contractor, if Contractor abandons performance of the Work and such abandonment is not cured within 7 days after first written notice thereof by Owner;

F. by Contractor, if any Contractor-Related Person is in breach of any Applicable Environmental Laws and such breach is not cured within 7 days after first written notice thereof by Owner; and

G. By Contractor, if Contractor fails to obtain or maintain, in full force and effect, any insurance or permit required to be obtained by Contractor or its Subcontractors pursuant to this Contract and such failure is not cured within 7 days after notice thereof.

17.4. Notice of Default. Any notice of default pursuant to Section 17.3 shall be given in accordance with Section 18.1.

17.5. Termination for Default. Upon an Event of Default by a party, the other party may by written notice to the defaulting party, effective immediately or on such other date as the terminating party may specify, terminate this Contract, and (except as expressly limited in this Contract) exercise all other remedies under the Agreement, at law or in equity with respect to such termination and the relevant Event of Default.

17.6. Owner's Right of Set Off. Owner may, at its sole discretion, set off damages Owner has suffered under this Contract against any amounts that may be due to Contractor by Owner under this Contract.

17.7. General Obligations. If Owner elects to terminate this Contract pursuant to this Section 17, Contractor shall, at Owner's request and at Contractor's expense, do the following:

A. cease all Work, except such Work as Owner may specify in the termination notice for the sole purpose of protecting that part of the Work already executed;

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B. terminate all subcontracts; except those to be assigned to Owner pursuant to Section 17.7.C;

C. immediately assign to Owner title to all Work not already owned by Company, all subcontracts and other contracts, all permits, licenses, authorizations, approvals, patents and other Contractor required authorizations; and

D. remove from the Site all machinery, tools, Hazardous Materials, trash and debris as Owner may request.

17.8. Payment Obligations. If Owner terminates this Contract as a result of an Event of Default with respect to Contractor pursuant to 17.5, Owner is not obligated to make any further payments to Contractor until either (i) the Work that remained outstanding on the date of termination (the "Outstanding Work") has been completed by or on behalf of Owner, or (ii) Owner has decided to abandon the Project. Upon completion of the Outstanding Work or abandonment of the Project (as the case may be), Owner shall pay Contractor the portion of the Contract Sum applicable to all Work properly performed in accordance with this Contract, subject to Company's right of set-off under Section 17.9.

17.9. Owner Set Off Rights; Reimbursement by Contractor. Owner shall have the right to deduct from the payment due to Contractor pursuant to Section 17.8 the amount, if any, by which the costs incurred by Owner to complete the Work exceed the balance of the Contract Sum at the time of termination, and any other losses incurred as a result of Contractor's default. Under no circumstances is Contractor entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies or any other direct, indirect or consequential damage or cost occasioned by Company's termination in accordance with Section 17.5 as a result of Contractor's Event of Default.

Section 18. Notices.

18.1. Method. Any notice to be given by either party to this Contract shall be given in writing and may be effected by personal delivery e-mail or sent by United States Mail, postage prepaid, addressed as follows:

If to Owner:

Florian Philip
Project Director

On behalf of Webb Development Services Corporation

34 East 1ST Street 2ND Fl

Mount Vernon New York 10550

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If to Contractor: Attn:

Telephone: E-mail:

18.2. Effective Date. Any notice sent in compliance with the requirements of this Section 18 shall be deemed received on the earlier to occur of (i) the date such notice is received by the party or parties to whom such notice is addressed; (ii) three days following the date such notice is deposited in a United States Post Office or other official depository of the United States mail; or (iii) if such notice is sent via e-mail, upon receipt if received during recipient's normal business hours or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours.

Section 19. Miscellaneous.

19.1. Entire Contract. This Contract, including the Exhibits, contains the entire Contract between Owner and Contractor pertaining to the transaction contemplated by this Contract and fully supersedes all prior Contracts and understandings between Owner and Contractor pertaining to such transaction.

19.2. Conflicts. In the event there is any conflict among this Contract and the Drawings, the provisions of this Contract shall be controlling, and in the event any Drawings, specifications, working drawings or similar project documents are not specific, the better quality or better quantity of work or materials shall be taken to be that specified under this Contract. Without in any way limiting the foregoing, Contractor covenants and agrees that the quality of workmanship and the quality of materials to be furnished under this Contract shall be at least as good as the quality of workmanship and materials commonly used in projects for Owner or other major industrial companies in the vicinity of the site of the Work.

19.3. Attorneys' Fees. In the event of any controversy, claim or dispute between Owner and Contractor affecting or relating to the subject matter or performance of this Contract, the prevailing

party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' fees, accountants' fees and court costs.

19.4. Binding Effect. This Contract shall not be binding upon either Owner or Contractor unless and until both Owner and Contractor have executed this Contract or any counterpart hereof.

19.5. No Third Party Beneficiary. The provisions of this Contract and of any other documents to be executed and delivered in connection with the Project are and will be for the benefit of Owner and Contractor only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this

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Contract or of any other documents to be executed and delivered in connection with the Project.

19.6. No Assignment by Contractor. Contractor shall not sublet, assign, or transfer this Contract or any part thereof or any interest therein or contract any part of the Work called for by this Contract or permit the further subcontracting of any part thereof without prior written notice to Owner and without first obtaining the written consent of Owner thereto. The Contractor shall not subcontract any portion of the Work to any proposed Subcontractor to whom Owner has objection. Every such subcontract shall require the Subcontractor to be bound by and to comply with all the Contract Documents and Contractor shall cause its Subcontractors to comply with all the Contract Documents.

19.7. Rule of Construction. This Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract or any of the provisions thereof to be drafted or prepared. If any words or phrases shall have been stricken out or otherwise eliminated, whether or not other words or phrases have been added, this Contract shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Contract and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.

19.8. Governing Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Missouri. Each of the parties hereby irrevocably submits to and accepts the jurisdiction of any state or federal court sitting in the City or County of St. Louis, Missouri, and each of the parties hereby irrevocably agrees that any action may be heard and determined in such state or federal court.

19.9. Attorneys' Fees and Costs. In the event any legal action is taken under this Contract, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this Contract as determined by a court of competent jurisdiction.

19.10. Counterpart and Electronic Signatures. This Contract may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Signatures transmitted by facsimile or electronic mail (via pdf or other similar digital imaging method) shall constitute original signatures for purposes hereof.

[Signature Page Immediately Follows]

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SIGNATURE PAGE TO DEMOLITION CONTRACT

IN WITNESS WHEREOF, the parties hereto have, through their duly authorized representatives, executed this Demolition Contract as of the date first above written.

OWNER:

City of Mount Vernon

By: Name: Title:

CONTRACTOR:

By: Name: Title: Alonzo Webb, President

1969507_3.docx

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**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

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EXHIBIT B INVITATION FOR BID [See Attached]

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EXHIBIT C PROPOSAL [See Attached]

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EXHIBIT D
CONTRACTOR'S INSURANCE SPECIFICATIONS

Insurance Minimum Limits

<p>Contractor's Legal Liability Insurance</p>	<p>\$5,000,000 for each occurrence and \$5,000,000 aggregate</p>	<p>1. Scope. Such insurance shall cover any environmental claims, liabilities, loss or damage to the Job Site, adjoining properties, third parties, including property damage, bodily injury, disease or disease and transporter liability and properties contaminated during transportation ("Claims") caused by pollution conditions that arise from the operations of Contractor and its Subcontractors of every tier. Coverage shall include Claims arising out discharge, dispersal, seepage, migration, release or escape of Hazardous Materials, and cover clean-up costs. Coverage shall apply to sudden and non-sudden pollution conditions.</p> <p>2. Defense Costs. Defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, shall be provided outside of the limit of liability.</p> <p>3. Notice. Contain a provision for 30 days' prior written notice by insurance carrier to Owner required for cancellation, non-renewal, or substantial modification.</p> <p>4. Waiver of Subrogation. Include a waiver of subrogation by insurer as to Owner, and Owner's officers and directors.</p> <p>5. If Claims Made. If coverage is written on a claims- made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effect date of the Contract, and that continuous coverage will be maintained on an extended discovery period will exercised for a period of 5 years beginning from the time that Work under this Contract is completed.</p> <p>6. Insureds. The policy shall be endorsed to include as an insured Owner, and Owner's officers and directors.</p> <p>_____</p> <p>_____</p>
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Disposal Site Operator		Contract is to furnish Owner evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Contract. Coverage certified to Owner this paragraph must be maintained in minimum amounts of \$25,000,000 per loss.
Worker's Compensation	Statutory Limits (if state has no statutory limit, \$1,000,000)	<p>1. Form. No "alternative" forms of coverage will be permitted.</p> <p>2. Waiver of Subrogation. Waiver of subrogation by carrier as to claims against Owner and Owner's officers and directors.</p> <p>3. Rating. Issuer must be at least a <i>Best's Key Rating Guide</i> A/VII company.</p>

Other Requirements

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Employer's Liability	<p>\$1,000,000 each accident for bodily injury by accident</p> <p>\$1,000,000 each employee for bodily injury by disease</p>	<p>1. Waiver of Subrogation. Waiver of subrogation by carrier as to claims against Owner and Owner's officers and directors.</p> <p>2. Rating. Issuer must be at least a <i>Best's Key Rating Guide</i> A/VII company.</p> <hr/>
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<p>Commercial General Liability (Occurrence Basis)</p>	<p>\$1,000,000 per occurrence \$2,000,000 general aggregate</p> <p>\$1,000,000 product-completed operations aggregate limit</p> <p>\$1,000,000 personal and advertising injury limit</p> <p>\$100,000 damage to premises rented to you limit</p> <p>\$10,000 medical expense limit</p>	<p>1. Form. ISO form CG 00 01 or equivalent.</p> <p>2. Insured Contracts. Coverage shall apply to but not be limited to liability assumed by Contractor under the Construction Documents (including the tort liability of another assumed in a business contract).</p> <p>3. Primary. This insurance shall be endorsed to provide primary and non-contributing liability coverage. It is the specific intent of the parties to this Agreement that all insurance held by Owner shall be excess, secondary and non-contributory.</p> <p>4. Separation of Insureds. Separation of insured language will not be modified.</p> <p>5. Dedicated Limits. Aggregate limit of insurance (per project) endorsement ISO CG 25 03, or equivalent.</p> <p>6. Contractual Liability “ –Personal Injury”. The contractual liability exclusion with respect to “personal injury” (as defined in ISO policies) will be deleted.</p> <p>7. Defense. Defense will be provided as an additional benefit and not included within the limit of liability.</p> <p>8. Duration. This insurance will be maintained in identical form, and amount, including required endorsements, for at least 4 years following the Date of Final Completion.</p> <p>9. Additional Insureds. Owner and Owner's officers and directors will be listed as additional insureds on an ISO CG 20 26 or equivalent form of endorsement.</p> <p>10. Waiver of Subrogation. Endorsed to provide for carrier’s waiver of subrogation for claims against Owner, its Regents and employees, and Owner’s Architect.</p> <p>11. Rating. Issuer must be at least a <i>Best’s Key Rating Guide A/VII</i> company.</p> <p>12. Prohibited Endorsements. The following exclusions/limitations (or their equivalents) are not permitted:</p>
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		<ul style="list-style-type: none"> • (d) Any endorsement modifying or deleting the exception to the Employer’s Liability exclusion. • (e) Any “Insured vs. Insured” exclusion. • (f) Any type of punitive, exemplary or multiplied damages exclusion.
<p>Business Automobile Liability (Occurrence Basis)</p>	<p>\$100,000 combined single limit</p>	<ol style="list-style-type: none"> 1. Form. ISO form CA 00 01 or equivalent. 2. Scope. Includes liability arising out of operation of owned, hired and non-owned vehicles. 3. Rating. Issuer must be at least a <i>Best’s Key Rating Guide</i> A/VII company.
<p>Umbrella Liability Insurance (Occurrence Basis)</p>	<p>Limits for liability policies may be allocated between underlying policies and an umbrella liability policy, subject to the Other Requirements of these Specifications.</p>	<ol style="list-style-type: none"> 1. Scope. Written on an umbrella basis in excess over and no less broad than the liability coverages referenced above. 2. Coverage Dates. Inception and expiration dates will be the same as commercial general liability insurance. 3. Drop Down Coverage. Coverage must “drop down” for exhausted aggregate limits under the liability coverages referenced above. 4. Dedicated Limits. Aggregate limit of insurance per location endorsement dedicating limits to the Project. 5. Rating. Issuer must be at least a <i>Best’s Key Rating Guide</i> A/VII company. <hr/> <hr/>

<p>Subcontractors' Insurance</p>	<p>Unless waived by Owner in writing in advance of a Subcontractor's commencing Work, each Subcontractor of every tier shall have liability insurance coverage meeting the same specifications as set out for</p>	
	<p>Contractor, including designating on the commercial general liability and automobile liability policies that Owner and Owner's officers and directors are additional insureds by additional insured endorsements acceptable to Owner, and the insurers of the liability policies shall waive rights of subrogation against Owner and Owner's officers and directors.</p>	



555 SAW MILL RIVER ROAD. YONKERS, NY 10701

TEL: (914) 963-2000 FAX: (914) 423-0500

July 24th, 2024

City of Mt Vernon

Project: **19 S Terrace Avenue Mt Vernon Complete Demolition and Removal**

We propose to perform a complete demolition and removal located at the address listed above. Contractor will perform the following:

Based on Prevailing Wage Labor (Day Work)

Included in proposal:

- Contractor will demolish and remove the existing structure as a controlled demo with asbestos in place.
- Proposal based on non-friable asbestos.
- Contractor will perform demolition using partial mechanical means.
- Contractor will take a portion of the building against the neighbors house down by hand.
- Contractor will demolish and remove the remaining portions of the building using full mechanical means.
- Contractor will provide temporary site protection
- Contractor will take pictures prior to the start of the demo.
- Contractor will demolish trees and shrubs if they are in the way of demolition.
- Contractor will remove oil tanks if found (within the property boundaries).
- Proposal based on Capital using their own dumpster service.
- Proposal based on normal working hours (Day work).
- Contractor will backfill using existing masonry/concrete debris (size of material will be 12" minus).
- Contractor will acquire a demolition permit.
- Demolition debris will be disposed of at a certified facility.
- Contractor will supply necessary insurances.
- Work will be done in a safe, clean workmanlike manner.

Exclusions:

- Permits outside of the demolition scope of work. .
- Asbestos survey and 3rd party sir monitoring.

Price for Project: \$98,300.00 (Ninety Eight Thousand Three Hundred Dollars)



City of Mount Vernon, New York

Staff Report

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

File #: TMP -865

Agenda Date: 9/17/2024

Agenda #: 9.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Mayor to enter into a contract with the Center for Governmental Research (CGR) for the Operational Analysis of the Department of Law and Department of Buildings - (\$37,000, shall be paid from Budget Line A1010.405 (Contracted Outside Service)), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CENTER FOR GOVERNMENTAL RESEARCH (CGR) FOR THE OPERATIONAL ANALYSIS OF THE DEPARTMENT OF LAW AND DEPARTMENT OF BUILDINGS

Whereas, by letter dated September 5, 2024, City Council Member Danielle Browne, Esq. has requested legislation authorizing and directing the Mayor to enter into a contract with the Center for Governmental Research (CGR) for the operational analysis of the Department of Law and Department of Buildings, as outlined in the proposal provided by CGR; and

Whereas, the City of Mount Vernon seeks to improve the operational efficiency and effectiveness of its Department of Law and Department of Buildings; and

Whereas, the City Council recognizes the critical importance of ensuring that these departments are sufficiently staffed and properly equipped to handle service demands in an efficient and effective manner; and

Whereas, CGR (Center for Governmental Research), a nonprofit consulting organization with over 100 years of experience in governmental strategic and analytic services, has been identified as the most suitable consultant to perform an operational analysis of the Department of Law and Department of Buildings; and

Whereas, the proposed analysis will focus on assessing current workloads, workflows, and turnaround times for key tasks, evaluating appropriate staffing levels, benchmarking peer municipalities, and providing actionable recommendations to improve service delivery and efficiency; and

Whereas, the total cost for CGR’s services is \$37,000, to be covered by budget line A1010.405 (Contracted Outside Service); and

Whereas, the City Council deems it to be in the best interest of the City to authorize the Mayor to enter into a contract with CGR for the operational analysis of the Department of Law and Department of Buildings; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Enter into Contract. The Mayor of the City of Mount Vernon is hereby authorized and directed to enter into a contract with CGR (Center for Governmental Research) for the operational analysis of the Department of Law and Department of Buildings, as outlined in the proposal provided by CGR.

Section 2. Definitions:

- **Operational Analysis** - A comprehensive review and assessment of a department's current workflows, staffing levels, and operational efficiency.
- **CGR (Center for Governmental Research)** is a nonprofit consulting firm that specializes in providing strategic and analytic services to governmental entities.
- **Benchmarking** - The process of comparing one organization’s performance, operations, and budgets against similar organizations or peers.

Section 3. Scope of Services. CGR’s services under this contract shall include but are not limited to:

1. Assessing current workloads, workflows, and turnaround times for critical tasks within the Department of Law and Department of Buildings.
2. Evaluating whether current staffing levels are appropriate for the service demands of the city.
3. Benchmarking peer municipalities such as New Rochelle, White Plains, and Yonkers to compare departmental sizes, operations, and budgets.
4. Providing actionable recommendations to improve operational efficiency and ensure these departments are best equipped to serve the city’s needs.

Section 4. Funding. The total cost for CGR’s services, not to exceed \$37,000, shall be paid from budget line A1010.405 (Contracted Outside Service).

Section 5. Timeline. CGR shall complete the operational analysis and submit its final report to the City Council. The report will include detailed options and recommendations to guide decision-making for the 2025 budget. The report's timely completion is necessary for the City to make informed budget decisions.

Section 6. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY COUNCIL
ONE ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2352 FAX (914) 668-6044
www.cmvny.com

DANIELLE BROWNE, ESQ.
CITY COUNCIL MEMBER
DBrowne@cmvny.com

September 5, 2024

Honorable City Council Members

City of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10550

RE: Request for Approval of a Contract with CGR for Operational Analysis Services

Dear Fellow City Council Members,

I am writing to request your support for directing the Mayor to enter into a contract with CGR (Center for Governmental Research) for the operational analysis of our Department of Law and Department of Buildings.

CGR is a nonprofit consulting organization with over 100 years of experience providing strategic and analytic services to governmental bodies. Their expertise will be instrumental in helping us improve operational efficiency and staffing assessments within these critical departments. Specifically, CGR's analysis will focus on:

- Assessing current workloads, workflows, and turnaround times for key tasks.
- Evaluating whether current staffing levels are appropriate for service demand.
- Benchmarking peer municipalities such as New Rochelle, White Plains, and Yonkers to compare departmental sizes, operations, and budgets.
- Providing actionable recommendations to improve operational efficiency and ensure these departments are best equipped to serve the city's needs.

CGR's comprehensive review will include interviews with key stakeholders and data collection to understand how these departments can enhance service delivery. Their final report will present detailed options and recommendations to guide decision-making for the 2025 budget.

The total cost for CGR's services is \$37,000, which will be covered by budget line A 1010.405 (Contracted Outside Service). Given the importance of this analysis in preparing for the upcoming budget cycle, it is imperative that we move forward with this contract as soon as possible. The timely completion of CGR's report will ensure that we have the necessary information to make informed decisions for the 2025 budget.

I urge you to approve this contract and support our efforts to improve city operations. Should you have any questions or require further clarification, please feel free to contact me directly.

Best regards,

Danielle Browne

Danielle Browne, Esq.
City Council Member



City of Mount Vernon
Operational Analysis for Building and Law Departments

PROPOSAL

ABOUT CGR

CGR (Center for Governmental Research) is a nonprofit consulting organization that has been creating positive change in communities for over 100 years. We specialize in analytic and strategic services to the public and philanthropic sectors, helping organizations figure out complex issues and develop solutions.

How We Work

Change is never easy. CGR informs the process of change with insightful information and draws on our experience to increase the likelihood of success. We start with an accurate examination of both quantitative and qualitative data, consultation with all relevant stakeholders, examination of options and viewpoints, and processes to resolve conflicts and prioritize solutions. We help clients think through each step of the change process, equipped with the best information available.

Commitment to Diversity, Equity and Inclusion

At CGR, we know that multiple perspectives make our work better. That's one reason we value diversity from all backgrounds and seek to create an inclusive working environment with equitable policies and outcomes. We strive to create a welcoming workplace that attracts and retains a wide variety of talented people with different perspectives and new ideas. We value diversity among all dimensions of the human experience, including race, color, religion, gender identity and expression, national origin, differing abilities, veterans, socioeconomic status, and sexual orientation. CGR also infuses a DEI lens in our research approaches and collaboration with stakeholders, including clients and community.

Our Mission

CGR drives positive community change through the highest quality research, analysis, data insights and collaboration.

Our Vision

Trusted for our rigorous analysis and actionable insights, we can transform any community to be more equitable, strong and thriving.

Our Values

Collaboration
Equity
Inclusion
Independence
Integrity
Respect





CONTACT INFORMATION

Center for Governmental Research (CGR)
1 South Washington Street, Suite 400
Rochester, New York 14614

www.cgr.org

Main number: 585-325-6360

Ownership: CGR is a 501(c)(3) not-for-profit corporation in good financial standing.

Date established: April 20, 1915

Proposal Contact Information

Paul A Bishop, M.P.A., Principal

Center for Governmental Research (CGR)
1 South Washington Street, Suite 400
Rochester, New York 14614

(585) 327- 7068 (direct line)

email: pbishop@cgr.org



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Introduction

CGR is pleased to submit this proposal to conduct operational audits of Mount Vernon's Department of Law and Department of Buildings. Our depth and breadth of experience in assisting communities and local governments in analyzing and making informed decisions about the best ways to deliver high-quality services to their residents make us eminently qualified to assist with your needs. CGR is ideally positioned to give the City of Mount Vernon a practical, actionable analysis of departmental operations and opportunities for improvement.

Since 1915, CGR has delivered results to the municipal, education, nonprofit and business-civic sectors through objective analysis, mission-critical data and strategic counsel. Our team of experts has a deep portfolio of work in the core competencies required for this engagement – government administration, public finance, budget analysis, and service delivery. Our work in the past 10 years alone includes dozens of municipal service, budgetary and planning restructuring engagements and service delivery redesign efforts. Our website, cgr.org, provides an overview of our recent portfolio of projects.

Project Understanding

Mt. Vernon is focused on delivering the highest quality of government services to its residents, in the most efficient and cost-effective manner. As part of this effort, the City will engage CGR to review and assess the operations of its Department of Law and Department of Buildings. The study will focus on the following goals:

- **Assessing operational efficiency**
 - Understanding workload, work flow, and turn-around time for common tasks.
- **Assessing staffing needs**
 - Are the departments appropriately staffed given their overall workload and service demand?
- **Benchmarking peer communities** to understand the size, operations and budget of their local departments.
 - We propose using New Rochelle, White Plains and Yonkers as benchmarks.

The project will result in a report and executive summary presentation containing details of the operations and corresponding recommendations for the 2025 budget.

Approach

CGR identifies several key tasks in this work:

1. **Establish** the baseline of current conditions – Develop a detailed understanding of what both departments are doing, how they do it, and what their current status is.
2. **Engage** with key players and stakeholders – Interview department staff and leaders in City Hall, as well as consumers of each department’s work.
3. **Analyze** the available information – examine data on the workload of each department and the corresponding needs requirements of the people they service.
4. **Provide options** based on the analysis that can be realized in next year’s budget.

CGR will draw on a combination of existing data and information gathered by our team through interviews, questionnaires and new data requests.

Project Initiation

CGR’s team will meet with steering committee members as soon as possible following receipt of a signed contract. At this kickoff meeting, CGR will:

- Review the goals and objectives of the study and the scope and deliverables;
- Identify key liaisons between Mt. Vernon and CGR and design a protocol for communicating updates and project questions;
- Identify an initial list of key municipal staff, officials and stakeholders who should be interviewed as part of the project;
- Review data and information resources that may be helpful to CGR’s project team in the immediate term; and
- Review the overall project timetable.

Information Gathering

Interviews

A scheduled site visit will offer an opportunity to meet all relevant stakeholders in-person and conduct interviews. The project will be budgeted for up to 20 interviews. The exact configuration of interviews will be worked out between CGR and Mt. Vernon at project initiation. For example, interviews could be structured to include:

- Up to 6 Mt. Vernon leaders – including members of City Hall.
- 3-4 members from each of the departments.
- Up to 8 other interviews with key stakeholders, such as customers served by the Department of Buildings.

Department data

CGR will develop data requests for each department to detail staffing, processes, workload, and metrics on routine tasks.

For the Department of Buildings, this includes:

- Code enforcement work, including state codes and local ordinances.
- Permitting and building plan review.
- Housing inspections and issuance of Certificates of Occupancy and Compliance.

For the Department of Law, this includes:

- Provision of legal advice to the Mayor, City Council and city officers and departments.
- Contract review.
- Review of ordinances, laws and resolutions.
- Representation in civil litigation and administrative proceedings involving the City.
- FOIL responses.

Peer municipalities

CGR will contact New Rochelle, White Plains and Yonkers (or other appropriate peer cities), and interview and collect data from their Law and Buildings departments.

- This data will mirror the main datapoints collected from Mt. Vernon's departments.
- We will interview department leaders on their operations, staffing levels, and performance expectations, as well as gathering advice or best practices they have to offer to peers.

Analysis

CGR will compile and analyze all relevant data and reach out for follow-up information, as needed. CGR will also review the workflow in the departments to identify areas of efficiency and turbulence.

Options Development

The completed report will contain a range of options, accompanied by pros and cons and cost estimates. CGR will make specific recommendations on the staffing levels of the department and the alignment of responsibilities to position titles.

Presentation

CGR will prepare an executive summary presentation of the final report to deliver either in-person or remotely, depending on what fits with your needs.

Proposed Timeline

CGR proposes to complete the core components of this project within eight weeks of receiving a contract and notice to proceed. This timeline is contingent on ready availability of information in an electronic format, easy access to departmental personnel, and prompt feedback on draft materials. CGR will clearly communicate with the City should there need to be any adjustments to the timeline and explain the nature of the change.

	Week 1&2	Week 3 & 4	Week 5 & 6	Week 7 &8
Project Initiation	Completed			
Baseline Review	Underway	Completed		
Evaluating Options		Underway	Completed	
Final Project Report			Underway	Completed
Presentation of Report				Completed

Budget

CGR is a not-for-profit 501(c)(3) consulting firm and, as such, we use a bundled rate approach to project budgeting. Bundled rates are set for each position title and include direct expense (salary and benefits), as well as other-than-personal services (rent, insurance, etc.) and administrative and overhead charges (organizational and fiscal oversight). Any delays or complications with interviews or data requests may impact both the timeline and the cost of the project. If it is necessary to adjust the timeline or cost, we will work with the City to make adjustments to the timeline, fee and/or scope of work.

CGR proposes to complete the above scope of work for an all-inclusive fixed fee of \$37,000. Delays or complications with interviews or data requests may impact both the timeline and the cost of the project. If it is necessary to adjust the timeline or cost, we will work with Mt. Vernon to make adjustments to the timeline, fee and/or scope of work.

In the event that our scope and project price does not meet your needs, CGR would welcome the opportunity to discuss appropriate revisions to help the City meet the needs of their residents.

Project Team

Team members have expertise in relevant areas of work. Paul Bishop is a specialist in municipal operations and local government efficiency studies; Patti Dwyer brings career experience on local government operations; Kieran Bezila has led studies on the regionalization of municipal services, such as the Chautauqua County Code Enforcement Study, and Alina Santiago has worked as a key staff member on various CGR projects. Their detailed biographies follow.



Paul Bishop, M.P.A
Principal and Project Director

Areas of Expertise

- Municipal operations and efficiency
- Shared services and restructuring
- Police, Fire and EMS optimization
- Community engagement
- Identifying and solving problems
- Budgetary and fiscal analysis

Project Highlights

- Options to Improve Fire and EMS Service in the Wildwoods (NJ)
- Cities of Lewiston and Auburn Consolidation Evaluation (ME)
- Future of Fire and EMS Service in Marbletown (NY)
- Fire and Emergency Medical Services in Greater Racine : Considering Options (WI) for the Future
- Town of Queensbury EMS Analysis and Options (NY)
- Consolidation Analysis for City of DuBois and Sandy Township (PA)
- Dissolution Impact Analysis for the Village of South Nyack (NY)
- Analysis of the 2022 Rockland County (NY) Budget
- The Future of the Fire Service in the Town of Irondequoit (NY)
- Essex County EMS Strategic Plan (NY)
- Town of Victor Public Safety Evaluation (NY)
- Tompkins County/Ithaca Law Enforcement Evaluation (NY)
- Tompkins County Criminal Justice Assesment (NY)
- Monroe County/ City of Rochester Racial and Structural Equity Commission (NY)
- City of Rochester Architecture and Engineering Department Efficiency (NY)

About Paul

Paul Bishop leads the local government practice at CGR. He is a public policy researcher with a passion for addressing public safety issues and improving government operations. He directs projects involving a wide range of issues related to local government operations, public safety services, and community well-being. He approaches each project with the understanding that each client and circumstance is unique.

His experience in government operations spans all aspects of public safety, organizational efficiency, financial analysis and local government reorganization. He brings his experience of system coordination and thorough analysis to each CGR project on which he works. He also brings the perspective of being a supervisor, educator and care provider to each aspect of analysis.

His experience with government management issues is diverse, including evaluating service options, strategic planning and internal efficiencies for municipalities in Connecticut, Maine, Massachusetts, New Jersey, New York, Ohio, Pennsylvania, and Wisconsin. He has worked with communities of several hundred to several hundred thousand to help address the diverse array of challenges they face. His engagements consistently result in actionable recommendations that improve client's operations.

Prior to joining CGR in 2012, Mr. Bishop managed EMS education at the Public Safety Training Center at Monroe Community College for 10 years. His work at the Rochester, New York college focused on all aspects of education for EMS including initial certification for emergency medical technicians and paramedics, and leadership. Earlier in his career, he served as paramedic, supervisor and operations manager for an urban EMS organization. He continues to work as a paramedic in his hometown.



Education

M.P.A., SUNY at Brockport

B.A., Political Science and Organizational Psychology, University of Rochester
Paramedic, Western New York EMS Training Institute



Kieran Bezila, Ph.D.
Senior Associate

About Kieran

Kieran Bezila is a skilled researcher with experience in both quantitative and qualitative approaches, having taught classes and conducted individual and joint research work at the collegiate level for more than a decade. His research interests include government, politics and the social logic behind everyday decision-making.

At CGR, he has worked in a wide variety of areas including workforce development, criminal justice, economic assessment, efficiency of local governments and emergency services agencies, public health, and the evaluation of nonprofit organizations and educational programs. His individual projects have examined such diverse topics as the effectiveness of New York State's DWI laws, the coordination of local workforce training programs, racial equity considerations around business development and MWBE programs, and charting the evolution of the social determinants of health as a public health concept.

Prior to joining CGR, he was an assistant professor of sociology and a teaching fellow at Beloit College in Wisconsin. Previously, he worked for the Center for Responsive Politics, managing and preparing federal campaign finance data for public view. His National Science Foundation-funded dissertation project enrolled 288 research subjects in a study of the logic underpinning altruistic behaviors such as tipping and gratuities.

Dr. Bezila is proficient in every phase of the research process, from conceptualization and design to data collection, management, and analysis and interpreting results. He has particular skills in research design, questionnaire and survey construction, interview techniques, conducting focus groups and statistical analysis.

Areas of Expertise

- Government efficiency
- Workforce development
- Research design
- Data collection
- Survey and focus group work
- Qualitative and quantitative analysis

Project Highlights

- City of Newton Needs Assessment (MA)
- Greater Rochester Chamber of Commerce Regional Talent Study
- Ibero-American Development Corporation (IADC) Healthy Parks Evaluation
- MCC Title III Grant Evaluator
- NW Arkansas Municipal Services Assessment
- NYS DWI-DMV Exploratory Study
- Ontario County Weighted Voting 2022 Update (NY)
- ROC2025 Regional Talent Scan
- ROC2025 Remote Worker Study
- Rockland County Budget Review (NY)
- Tioga County Code Enforcement (NY)
- Town of Ontario Collective Bargaining Assessment (NY)
- Town of Queensbury EMS Study (NY)
- Urban League of Rochester Learning Circles Analysis
- Urban League of Rochester-Racial Equity and Justice Initiative Integration



Education

Ph.D. and M.A., Sociology, Northwestern University
B.A., Sociology, Boston College



Alina Santiago, M.P.A.
Research Associate

Areas of Expertise

- Survey and focus group work
- Data collection
- Qualitative and quantitative analysis
- Community engagement

Project Highlights

- Hinesburg VT Public Safety Strategic Plan
- New Rochelle Civilian Review Board
- Raritan Township Police & Fire Assessments (NJ)
- Big Brothers Big Sisters Program Evaluation/Capacity Building
- Ocean County Health Department Assessment (NJ)
- Community Profile Indicators Projects:
 - Mid-Hudson Valley (NY)
 - State of Arkansas - Aspire Arkansas Westchester (NY) - Index Community Profile
 - Worcester (MA) - Worcester County Insights

About Alina

Alina Santiago joined CGR in 2023 with experience working with non-profits and an interest in furthering social impact and responsibility. She supports projects across CGR's capabilities, utilizing her qualitative and quantitative skills. These include interviewing, running focus groups, data collection, visualization, and geographic information systems (GIS).

In May 2022, Ms. Santiago graduated with her Master of Public Administration from the Brooks School of Public Policy at Cornell University with a concentration in Social Policy. She also earned her B.A. in Government at Cornell University. At the Brooks school, she was the Communications Chair on the executive board of Women in Public Policy and a Teaching Assistant for the Environmental Justice and Policy class at Cornell. Ms. Santiago served as a graduate consultant on projects focused on diversity, equity and inclusion initiatives, non-profits, and affordable housing models.

Before coming to CGR, she served as a Compliance Specialist for Tandym Group. She previously interned for Future Now, SOMOS Mayfair, and Leadership Rochester.



Education

M.P.A, Brooks School of Public Policy, B.A. in Government
Cornell University

Patricia Dwyer, M.S., M.P.A.,
Founder & Owner,
Sourced Municipal Solutions

About Patti

Patricia “Patti” Dwyer is founder and owner of Sourced Municipal Solutions LLC, a consulting business established in 2017 to serve public sector clients (sourcedmunicipalsolutions.com). Sourced Municipal Solutions LLC, is a New York State and New York City-certified WBE firm.

Prior to launching Sourced Municipal Solutions, Ms. Dwyer was employed as a professional municipal manager. Her responsibilities primarily included implementing governing board policies, directing and supervising municipal operations, managing personnel, preparing operating budgets, and addressing constituent concerns.

Ms. Dwyer is believed to have been the youngest municipal official ever appointed to the position of municipal manager. Her successful and storied career was launched at age 23 when she was appointed Village Manager in Walden, NY. Over a span of 30 consecutive years, she has served as either the appointed CEO/Manager or CAO/Administrator for local governments in New York State.

Ms. Dwyer has also been employed part-time as an adjunct Associate Professor at Pace University, her alma mater. She lectures on the graduate level, specializing in courses such as Intergovernmental Relations, Organizational Theory, Municipal Management and Public Administration.

In May 2011, Ms. Dwyer was elected to the Board of Governors of NYMIR a member- owned municipal insurance reciprocal that has approximately 900 municipal clients. She actively served on NYMIR’s Finance Committee and chaired its Planning and Development Committee. In May 2015, she was asked to serve her final two-year term as President of NYMIR’s Board of Governors.

In 2012, Ms. Dwyer was appointed to serve on Pace University’s Dyson Board of Advisors. She remains active on that Board through 2021.

On January 1, 2018, Ms. Dwyer was appointed to a five-year term as Executive Director of the New York State City/County Management Association (NYSCMA). The Association provides educational and professional support to municipal managers and their affiliated communities throughout the State of New York.

STRATEGIC PARTNER



Career Highlights

- 2018-present, Founder and Owner, Source Municipal Solutions, LLC
- 2018-2022, Executive Director, New York State City/County Management Association, Inc.
- 2007-present, Adjunct Associate Professor, Pace University
- 2003-2018 Village Administrator, Pleasantville, New York

Past CGR Partnership Engagements

- Chautauqua County Countywide Code Enforcement Study
- Review Village of Southampton’s Department of Public Works
- An Examination of Overtime within the Scarsdale Fire Department
- Village Court Merger with Town of Rye Court
- Village of Port Chester CONSULTING SERVICES FOR CITY STATUS FEASIBILITY INITIATIVE
- Rockland County Review and Analysis of the Proposed 2022 Budget

Education

Masters in Accounting and Public Administration, Pace University; B.A. in Sociology

Reference Work

Chautauqua County Code Enforcement Study

In 2022-23, CGR conducted a comprehensive review of local municipal code enforcement practices in Chautauqua County, New York, with the goal of assessing whether the County should take over the operation of code enforcement either in the whole of the county or in portions of it. Chautauqua County contains 42 different municipalities of varying size – cities, towns and villages. CGR interviewed the majority of code enforcement officers in the county, conducted focus groups with municipal leaders, and separately surveyed both code enforcement officers and municipal leaders to gather essential statistics and details of their operation, and to gather information on concerns, feedback and attitudes towards a variety of options. As well, CGR conducted a review of legal issues related to code enforcement and explored the feasibility of creating of a specialized Housing Court for code-related cases. A final project overview was presented to a subcommittee of the county legislature. Several of the communities are implementing shared service recommendations

Report Link: <https://reports.cgr.org/details/2040>

Reference Contact: Rebecca Wurster, Special Projects Coordinator, Dept of Planning & Development/Planning Manager, Chautauqua Co. Partnership for Economic Growth, WursterR@chqgov.com, (716) 363-3620.

Edgemont Village Incorporation

CGR was engaged by New York State to examine the potential fiscal and operational impacts of a new village incorporation in the hamlet of Edgemont, a community of almost 8,000 people in Greenburgh, a town of 95,000 that contains six villages and an unincorporated area. We modeled three scenarios for Edgemont Village incorporation, one in which the Village contracts with the Town for many large services, another in which the Village contracts with other entities for services, and a third in which the Town is able to collect funding from the Village for a share of liabilities for litigation settlements, property tax refunds, and retiree benefits. The property tax impacts on Edgemont and unincorporated Town residents varied across the scenarios, ranging from a minor tax decrease to a 10% tax increase. Because new village formation is rare, several unsettled legal questions cloud the forecast for Edgemont and the unincorporated Town, including whether Edgemont residents could remain in their current water district, and whether the Town could impose on Edgemont residents the liability costs include in the third scenario.

<https://www.cgr.org/edgemontimpact/docs/Possible-Impacts-Village-Incorporation.pdf>

Reference Contact: Susan Tolchin, Staff to Senator Andrea Stuart Cousins, stolchsenate@gmail.com

Village of Lancaster Operations Assessment

CGR completed an operations and staffing study with the Village of Lancaster in Erie County, NY, in late 2021. The Village Board of Trustees sought an independent assessment of the Village's operations to help the Board set priorities during its annual budget process. CGR's local government team analyzed budget and staffing data, reviewed Village policies, gathered benchmarking data, and interviewed Village leaders, department heads and staff. Recommendations focused on shoring up staff to manage the substantial workload in the Clerk-Treasurer's Office; improving overall asset management and capital planning in the Village; developing a succession plan for the Department of Public Works; and clarifying Village policies and procedures related to the Fire Department. The Village is in the process of implementing recommendations for staffing in the Clerk-Treasurer's office and exploring other changes recommended in the report dependent on the availability of funding.

Reference Contact: Lynn Ruda, Mayor, Village of Lancaster, lruda@lancastervillage.org, (716)683-2105

Government Operations Solutions

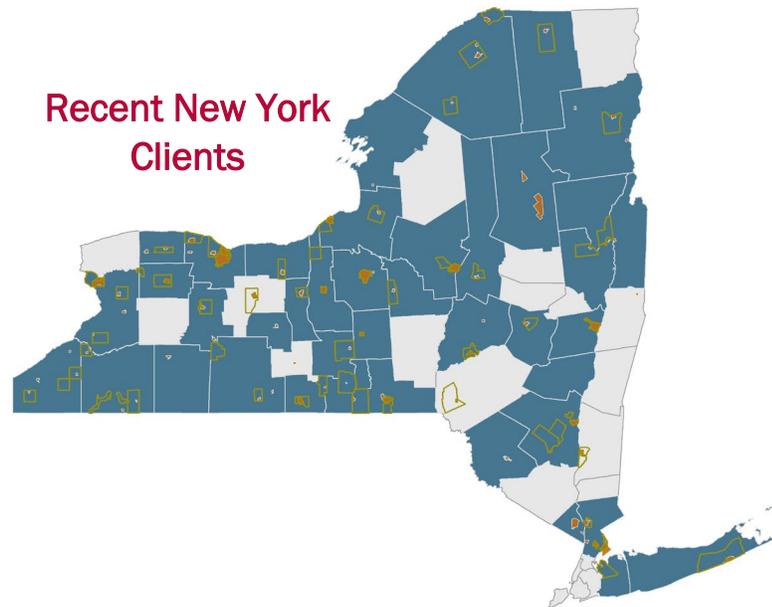
CGR is an industry leader in providing strategic analytical support for independent, objective and actionable evaluations of efficiency and effectiveness, including internal reviews of individual governments / agencies and shared service efforts spanning multiple entities.

Our portfolio of work demonstrates our keen familiarity with government budgets; deep understanding of administrative capacity and service delivery issues; and unmatched reputation for working with governments to analyze and achieve practical, substantive improvements in the ways they are structured and operate.

Key Capabilities

- **Collection and analysis of data on municipal services**
- **Identification of opportunities and analysis of potential impacts.**
- **Benchmarking and identifying best practices**
- **Facilitation of decision-making processes on a “preferred” approach**
- **Restructuring and feasibility studies**
- **Consolidation / merger evaluations for departments and municipalities**
- **Strategic planning and goal setting**
- **Budget analysis**
- **Organizational capacity building**
- **Developing partnerships**
- **Community engagement activities**
- **Equity audits**
- **EMS, fire, law enforcement and criminal justice analysis**





Recent Government Clients

New York – Financial Restructuring Board

Tompkins County

Rockland County

Town of Seneca Falls

Town of Ontario

Town of Irondequoit

Town of Marletown

Village of Scarsdale

Village of Lancaster

Mellenville and Claverack Fire Districts

City of DuBois and Township of Sandy (PA)

City of Kingston

Dutchess County

Village of Sinclairville

Town of Victor

Town of Schodack Fire Districts

Allegany County

Southeast Connecticut Council of Gov't

Village of Van Etten

Village of Cherry Creek

Onondaga County

Cities of Lewiston and Auburn (ME)

Raritan Township (NJ)

Ocean County (NJ)

City of New Rochelle

Monroe County

City of Rochester

Tioga County

Town of Queensbury

Village of South Nyack

Township of Princeton (NJ)

Village of Port Chester

City of Corry (PA)

Town of Grand Island

Village of Massena

Town and Village of Johnson (VT)

Oswego County

Orleans County

Chautauqua County

Town of Irondequoit Fire Districts

Town and Village of Cazenovia

Herkimer County

Chemung County

Essex County

City of Jamestown

Village of Bronxville

Otsego County

Town of Greenburgh

Village of Cobleskill

Livingston County



City of Mount Vernon, New York

Staff Report

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

File #: TMP -859

Agenda Date: 9/17/2024

Agenda #: 10.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, amending Ordinance No. 24, adopted by the City Council on June 26, 2024, entitled “AN ORDINANCE TO ESTABLISH MULTI-DWELLING INSPECTION FEES TO ENABLE THE BUILDINGS DEPARTMENT TO ENFORCE THE UNIFORM CODE,” as shown below:

1. Buildings Inspection Fees:

- Inspection per building with less than ten dwelling units: ... \$250.00
- Inspection per building with more than ten dwelling units: ...\$250.00 per 10 dwelling units

2. Fire Inspection Fees:

- Inspection per building with less than ten dwelling units:\$250.00
- Inspection per building with more than ten dwelling units per 10 dwelling units: [\$500.00] \$250.00

, be and the same is hereby approved.

City Council:

**AN ORDINANCE AMENDING ORDINANCE NO. 24,
ADOPTED BY THE CITY COUNCIL ON JUNE 26,
2024, ENTITLED “AN ORDINANCE TO ESTABLISH
MULTI-DWELLING INSPECTION FEES TO ENABLE
THE BUILDINGS DEPARTMENT TO ENFORCE
THE UNIFORM CODE”**

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

Section 1. The first decretal paragraph and Section 3, Item No. 2 of Ordinance No. 24, adopted on June 26, 2024, entitled “AN ORDINANCE TO ESTABLISH MULTI-DWELLING INSPECTION FEES TO ENABLE THE BUILDINGS DEPARTMENT TO ENFORCE THE UNIFORM CODE” is hereby amended as follows:

Whereas, by letter dated August 20, 2024, the Commissioner for the Buildings Department has requested legislation authorizing the amendment of Ordinance No. 24, adopted by the City Council on June 26, 2024, the establishment of multi-dwelling inspection fees to ensure that the Buildings Department has sufficient resources to enforce the Uniform Code, thereby safeguarding residents' health, safety, and welfare in multi-dwelling properties; and

Whereas, the City of Mount Vernon has a growing population and an increasing number of multi-dwelling properties; and

Whereas, it is imperative to ensure the health, safety, and welfare of residents living in multi-dwelling properties by enforcing the Uniform Code through regular inspections; and

Whereas, the Buildings Department needs adequate resources to address deficiencies and perform all required code enforcement activities in the city; and

Whereas, the imposition of multi-dwelling inspection fees will provide the necessary funding for the Buildings Department to carry out these critical inspections and enforcement activities; and

Whereas, annual inspections of multi-dwelling structures will allow the city to maintain high standards of safety and quality of life for its residents; **Now, Therefore, Be It Resolved That**

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

Section 1. Purpose. This ordinance aims to establish multi-dwelling inspection fees to ensure that the Buildings Department has sufficient resources to enforce the Uniform Code, thereby safeguarding residents' health, safety, and welfare in multi-dwelling properties.

Section 2. Definitions. For this ordinance, the following terms shall have the meanings indicated:

1. **“Multi-Dwelling Property”**: Any residential property containing three or more separate living units.
2. **“Buildings Inspection”**: An inspection conducted by the Buildings Department to ensure compliance with building codes and regulations.
3. **“Fire Inspection”**: An inspection conducted by the Buildings Department to ensure compliance with fire safety codes and regulations.

Section 3. Inspection Fees. The following fees shall be added to the Department of Buildings Fee Schedule:

1. **Buildings Inspection Fees:**
 - Inspection per building with less than ten dwelling units: \$250.00
 - Inspection per building with more than ten dwelling units: \$250.00 per 10 dwelling units

2. Fire Inspection Fees:

- Inspection per building with less than ten dwelling units: \$250.00
- Inspection per building with more than ten dwelling units per 10 dwelling units: [\$500.00] \$250.00

Section 4. Enforcement. The Buildings Department shall conduct annual inspections of all multi-dwelling properties to ensure compliance with the Uniform Code. The fees collected from these inspections shall fund the inspection program and other code enforcement activities.

Section 5. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.

New matter underlined

Deleted matter in brackets []



CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall – One Roosevelt Square, Room 210
Mount Vernon, NY 10550
(914) 665-2483

Patrick G. Holder, R.A.
Commissioner

August 20, 2024

The Honorable City Council
City Hall
1 Roosevelt Square
Mount Vernon, NY 10550
(THROUGH THE OFFICE OF THE MAYOR)

Subject: Requesting an Amendment - Resolution No. 24 adopted by the City of Council on June 21, 2024- approving the fee schedule of Multi-Dwelling Inspection fees

Dear Honorable City Council Members,

I am writing to request that the City Council amend the above referenced resolution to enact legislation to authorize the fee reduction and verbiage change of Resolution No. 24 adopted June 21, 2024.

The purpose of this amendment is to have the Fire Department fee and verbiage match the fee formula provided in OpenGov which also mirrors the Buildings Department fee. The original resolution was submitted in error reflecting the incorrect fee.

The following amendment being requested is as follows:

From:

The breakdown of multi-dwelling inspection fees are as follows:

- Buildings Inspection per building with less than 10 dwelling units \$250.00
- Buildings Inspection per building with more than 10 dwelling units \$250.00
per 10 dwelling units
- Fire Inspection per building with less than 10 dwelling units \$250.00
- Fire Inspection per building with more than 10 dwelling units \$500.00

To:

The breakdown of multi-dwelling inspection fees are as follows:

- Buildings Inspection per building with less than 10 dwelling units \$250.00
- Buildings Inspection per building with more than 10 dwelling units \$250.00
per 10 dwelling units
- Fire Inspection per building with less than 10 dwelling units \$250.00
- Fire Inspection per building with more than 10 dwelling units \$250.00
per 10 dwelling units



I am willing to provide any additional information or answer any questions you may have regarding this amendment.

Thank you for your time and attention.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Holdert", written over a horizontal line.

Patrick Holdert, R.A.
Commissioner
Buildings Department

24

AN ORDINANCE TO ESTABLISH MULTI-DWELLING INSPECTION FEES TO ENABLE THE BUILDINGS DEPARTMENT TO ENFORCE THE UNIFORM CODE

Whereas, by letter dated June 21, 2024, the Commissioner for the Buildings Department has requested legislation authorizing the establishment of multi-dwelling inspection fees to ensure that the Buildings Department has sufficient resources to enforce the Uniform Code, thereby safeguarding residents' health, safety, and welfare in multi-dwelling properties; and

Whereas, the City of Mount Vernon has a growing population and an increasing number of multi-dwelling properties; and

Whereas, it is imperative to ensure the health, safety, and welfare of residents living in multi-dwelling properties by enforcing the Uniform Code through regular inspections; and

Whereas, the Buildings Department needs adequate resources to address deficiencies and perform all required code enforcement activities in the city; and

Whereas, the imposition of multi-dwelling inspection fees will provide the necessary funding for the Buildings Department to carry out these critical inspections and enforcement activities; and

Whereas, annual inspections of multi-dwelling structures will allow the city to maintain high standards of safety and quality of life for its residents; Now, Therefore, Be It Resolved That

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

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 - o Inspection per building with more than ten dwelling units: \$250.00 per 10 dwelling units
2. **Fire Inspection Fees:**
 - o Inspection per building with less than ten dwelling units: \$250.00
 - o Inspection per building with more than ten dwelling units: \$500.00

24

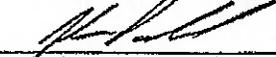
24

Section 4. Enforcement. The Buildings Department shall conduct annual inspections of all multi-dwelling properties to ensure compliance with the Uniform Code. The fees collected from these inspections shall fund the inspection program and other code enforcement activities.

Section 5. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.

Vote Taken As Follows: 6/26/2024
Boothill: Yea Browne: Absent
Potest: Yea Thompson: Yea
Gleason: Yea Ordinance Adopted

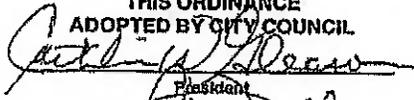
APPROVED AS TO FORM

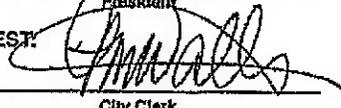

Assistant Corporation Counsel
Deputy

APPROVED
Dept. _____

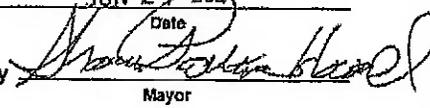

Councilperson

THIS ORDINANCE
ADOPTED BY CITY COUNCIL


President

ATTEST: 
City Clerk

APPROVED
JUN 27 2024

Date
By 
Mayor



City of Mount Vernon, New York

Staff Report

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

File #: TMP -835

Agenda Date: 9/17/2024

Agenda #: 11.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Transfer of Funds to Cover Budget Lines with Negative Balances for the Department of Public Safety, shown in the Table below:

Reason for Transfer	Amount to be Transferred	From Budget Line	To Budget Line
Parking Bureau - underestimated its technology expenses	\$779.00	A3120.416 (PD-Technology Upgrades)	A1130.416 (Parking Bureau-Computerization)
Parking Bureau - underestimated its uniform expenses	\$4,250.11	A3120.499 (PD-Uniform and Protective Equipment)	A1130.499 (Parking Bureau-Uniform and Protective Equip)
Parking meters ordered in 2023 did not arrive until the end of the first quarter of 2024, causing costs to be split. Not enough funds available for payment	\$10,140.00	A1130.431 (Parking Bureau-Maintenance)	A3120.431 (PD-Maintenance of Parking Garage)

, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS TO COVER BUDGET LINES WITH NEGATIVE BALANCES FOR THE DEPARTMENT OF PUBLIC SAFETY

Whereas, by letter dated July 19, 2024, the Commissioner for the Department of Public Safety has requested legislation authorizing the transfer of funds shown below to cover negative balances reported by the Comptroller's office in the specified budget lines; and

Whereas, the Department of Public Safety has reported negative balances in certain budget lines as identified by the Comptroller's Office; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Fund Transfers. The City Council hereby authorizes the Comptroller to make the following transfers to cover negative balances in the specified budget lines:

Reason for Transfer	Amount to be Transferred	From Budget Line	To Budget Line

Parking Bureau - underestimated its technology expenses	\$779.00	A3120.416 (PD-Technology Upgrades)	A1130.416 (Parking Bureau-Computerization)
Parking Bureau - underestimated its uniform expenses	\$4,250.11	A3120.499 (PD-Uniform and Protective Equipment)	A1130.499 (Parking Bureau-Uniform and Protective Equip)
Parking meters ordered in 2023 did not arrive until the end of the first quarter of 2024, causing costs to be split. Not enough funds available for payment	\$10,140.00	A1130.431 (Parking Bureau-Maintenance)	A3120.431 (PD-Maintenance of Parking Garage)

Section 2. Purpose of Transfers. These fund transfers are necessary to address underestimated expenses in the Parking Bureau’s technology and uniform expenses and cover the costs of parking meters ordered in 2023.

Section 3. Compliance with Budgetary Regulations. All transfers shall comply with applicable city regulations and budgetary policies.

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



DEPARTMENT OF PUBLIC SAFETY

BUREAU OF POLICE
ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2500

DAVID GIBSON
COMMISSIONER

JENNIFER LACKARD
DEPUTY COMMISSIONER

MARCEL OLIFIERS
CHIEF OF OPERATIONS

SHAWYN PATTERSON - HOWARD
MAYOR

July 19, 2024

Honorable City Council Members
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10550

**RE: Transfer of Funds to Cover Negative Balances FOR APPROVAL
at the August 14th, 2024 CITY COUNCIL MEETING**

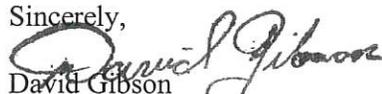
Honorable Councilmembers:

This letter respectfully requests the Honorable Members of the City Council to approve legislation authorizing the **transfer of funds to cover budget lines with negative balances** as reported to the Dept of Public Safety from the Comptroller's Office.

Reason for Transfer	Amount to be Transferred	From Budget Line	To Budget Line
Parking Bureau underestimated its technology expenses.	\$ 779.00	A3120.416 (PD-Technology Upgrades)	A1130.416 (Parking Bureau-Computerization)
Parking Bureau underestimated its uniform expenses.	\$ 4,250.11	A3120.499 (PD-Uniform and Protective Equip)	A1130.499 (Parking Bureau-Uniform and Protective Equip)
Parking meters ordered in 2023 did not arrive until the end of the first quarter of 2024 causing cost to be split. Not enough funds available for payment.	\$10,140.00	A1130.431 (Parking Bureau-Maintenance)	A3120.431 (PD- Maintenance of Parking Garage)

If this request meets the approval of your Honorable Body, please enact legislation granting this approval.

Sincerely,


David Gibson
Commissioner of Public Safety

CC: Mayor
Comptroller
Corporation Counsel



City of Mount Vernon, New York

Staff Report

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

File #: TMP -796

Agenda Date: 9/17/2024

Agenda #: 12.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Amendment of Chapter 237-35, A and B of the Code of the City of Mount Vernon, entitled "TAXICAB FARES" to Increase Current Fares, as follows:

A. For conveying a single passenger from any place within the city limits: flat rate fee of **\$7.00** [**\$6.00**] and flat rate fee of \$1.00 for each additional passenger traveling with such person.

B. For conveying a person 60 years of age or over as a single passenger within the city limits: flat rate fee of **\$6.00** [**\$5.00**], and \$1.00 for each additional passenger traveling with such person.

, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE AMENDMENT OF CHAPTER 237-35, A AND B OF THE CODE OF THE CITY OF MOUNT VERNON, ENTITLED "TAXICAB FARES" TO INCREASE CURRENT FARES

Whereas, the Taxicab Commission of the City of Mount Vernon, pursuant to Section 238-3(a) of the City Code entitled "Taxicab Commission," has considered the concerns and suggestions from citizens, organizations, and groups within the city regarding the need for a fare increase to address the financial pressures caused by high gas prices and inflation; and

Whereas, the Taxicab Commission, after careful deliberation, has voted to recommend an increase in the base fare to ensure that taxicab drivers are better able to maintain their vehicles and provide an improved service experience for passengers; and

Whereas, by letter dated August 5, 2024, the City Clerk has requested an amendment to Chapter 237-35 A and B of the City Code concerning "Taxicab Fares" to increase the current rates by \$1.00 (one dollar); and

Whereas, the Taxicab Commission has recommended that the City Council enact legislation to amend Chapter 237-35(A) and (B) of the City Code to reflect a \$1.00 increase in the flat rate for conveying passengers within the City of Mount Vernon; and

Whereas, it is in the best interest of the City of Mount Vernon to ensure that taxicab fares are adjusted to reflect the current economic conditions and to maintain the quality of service for residents and visitors; **Now, Therefore, Be It Resolved That**

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

§ 237-235 - Taxicab fares. The lawful sums to be collected for the hire of a taxicab shall be as follows:

Section 1. Amendment to Chapter 237-35(A) - Taxicab Fares for Single Passengers

Chapter 237-35(A) of the City Code of Mount Vernon is hereby amended to read as follows:

C.

For conveying a single passenger from any place within the city limits: flat rate fee of \$7.00 [~~\$6.00~~] and flat rate fee of \$1.00 for each additional passenger traveling with such person.

Section 2. Amendment to Chapter 237-35(B) - Taxicab Fares for Passengers over 60 Years of Age

Chapter 237-35(B) of the City Code of Mount Vernon is hereby amended to read as follows:

D. For conveying a person 60 years of age or over as a single passenger within the city limits: flat rate fee of \$6.00 [~~\$5.00~~], and \$1.00 for each additional passenger traveling with such person.

Section 3. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.

New matter underlined

Deleted matter in brackets []



CITY OF MOUNT VERNON, NEW YORK
OFFICE OF THE CITY CLERK
ONE ROOSEVELT SQUARE, ROOM 104

TANESIA M. WALTERS, J.D., M.P.A.
City Clerk

MOUNT VERNON, NY 10550
(914) 665-2352
Fax (914) 668-6044
www.cmvny.com

NICOLE BONILLA
Deputy City Clerk

August 5, 2024

Honorable City Council Members
Of the City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

Re: Recommendation of the Taxicab Commission to Increase Taxi Fare.

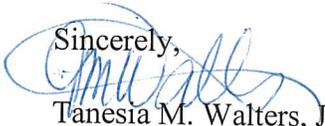
Dear Honorable Council Members:

Pursuant to Section 238-3 (a), the Taxicab commission has yielded the concerns and has utilize the advice and suggestions of the citizens, organizations and groups within the city of Mount Vernon. One of the overarching requests and concerns has been a fare increase, a fare increase will help to ease the burden of high gas prices and inflation. This will provide a financial incentive for the drivers to better upkeep their cars and to produce an overall better experience to the patrons.

As such the Taxicab commission has voted to increase the base fare and acquiesce to section 238-3 (b) of the code by hereby recommending that the city council pass legislation to increase the base fare. Therefore, on behalf of the Taxicab commission, the city clerk respectfully request that the City Council approve legislation to amend chapter 137-35 A and B of the City code "Taxicab Fares." to increase the current fares by \$1.00 (one dollar). The flat rate for conveying a single passenger would be \$7.00 (section A), and the flat rate for conveying a person 60 years of age or over would be \$6.00 (section B).

If you should require any additional information, feel free to contact me. I thank you for your time and consideration of this matter.

Sincerely,


Tanesia M. Walters, J.D., M.P.A.
City Clerk
TMW/nss

Chapter 237. Taxicabs
§ 237-35. Taxicab fares.

The lawful sums to be collected for the hire of a taxicab shall be as follows:

A.

For conveying a single passenger from any place within the City limits: flat rate fee of \$7 [~~\$6~~] and flat rate fee of \$1 for each additional passenger traveling with such person.

B.

For conveying a person 60 years of age or over as a single passenger within the City limits: flat rate fee of \$6 [~~\$5~~], and \$1 for each additional passenger traveling with such person.



City of Mount Vernon, New York

Staff Report

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

File #: TMP -852

Agenda Date: 9/17/2024

Agenda #: 13.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Comptroller's Attendance and Funding for the 2024 NYCOM Fall Training School - (\$1,800.00 shall be charged to appropriation codes A1315.402 (Travel) and A1315.417 (Education/Training)), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE COMPTROLLER'S ATTENDANCE AND FUNDING FOR THE 2024 NYCOM FALL TRAINING SCHOOL

Whereas, by letter dated August 28, 2024, the Comptroller has requested legislation authorizing him to attend the 2024 NYCOM Fall Training School from September 16 - 20, 2024, in Saratoga Springs, New York.; and

Whereas, the City of Mount Vernon values the professional development of its employees and recognizes the importance of continued education and training for effective municipal management; and

Whereas, Comptroller Morton has been selected to serve on the Board of Directors of the New York State Society of Municipal Finance Officers, an honor that requires his attendance and participation at the 2024 NYCOM Fall Training School; and

Whereas, the 2024 NYCOM Fall Training School provides a significant opportunity for training, networking, and professional development that will benefit the City of Mount Vernon; and

Whereas, the total cost for attending the training, including the conference fee, hotel accommodations, meals, and ground transportation, is estimated not to exceed \$1,800.00; and

Whereas, funds for attendance at the training will be provided through appropriation codes A1315.402 (Travel) and A1315.417 (Education/Training); **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Attend Training. The City Council authorizes Comptroller Morton to attend the 2024 NYCOM Fall Training School from September 16 - 20, 2024, in Saratoga

Springs, New York.

Section 2. Definition:

- **NYCOM Fall Training School:** An annual training event organized by the New York Conference of Mayors and Municipal Officials (NYCOM) to provide education, networking, and professional development opportunities for municipal officials and employees.

Section 3. Purpose: This ordinance authorizes Comptroller Morton's attendance at the 2024 NYCOM Fall Training School and allocates necessary funding to cover associated expenses, supporting his role on the Board of Directors of the New York State Society of Municipal Finance Officers and enhancing the City's administrative capabilities.

Section 4. Funding Allocation. The City Council approves spending funds to be at most \$1,800.00 on costs associated with attending the 2024 NYCOM Fall Training School, including, but not limited to, the conference fee, hotel accommodations, meals, and ground transportation. These expenses shall be charged to appropriation codes A1315.402 (Travel) and A1315.417 (Education/Training).

Section 5. Justification for Attendance. Attendance at the 2024 NYCOM Fall Training School is necessary for Comptroller Morton to fulfill his role as a newly elected member of the Board of Directors of the New York State Society of Municipal Finance Officers. Participation in this training will enhance his ability to contribute effectively to the governance and fiscal management of the City of Mount Vernon.

Section 6. Effective Date. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
OFFICE OF THE COMPTROLLER

Darren M. Morton, Ed.D., CPRP, CMFO
Comptroller

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2303

August 28, 2024

Honorable Members of the City Council
1 Roosevelt Square - City Hall
Mount Vernon, NY 10550

Re: NYCOM Fall 2024 Training School
Referral # COMP2024-12

Dear Honorable Members:

This letter comes as a formal request for Darren Morton to attend the 2024 NYCOM Fall Training School from September 16 – 20, 2024 in Saratoga Springs, NY. I apologize for the late submission. However, I was recently informed by the New York State Society of Municipal Finance Officers that I have been selected to serve on its Board of Directors. The induction will occur at the NYCOM Fall Training, so I must be in attendance and registered.

The conference fee is \$510 per person, plus hotel fee and ground transportation. The host hotel fees are \$169/per night, including meals. Funds to attend the training will be provided through appropriation code A1315.402 Travel and A1315.417 Education/Training and will not exceed \$1800.00.

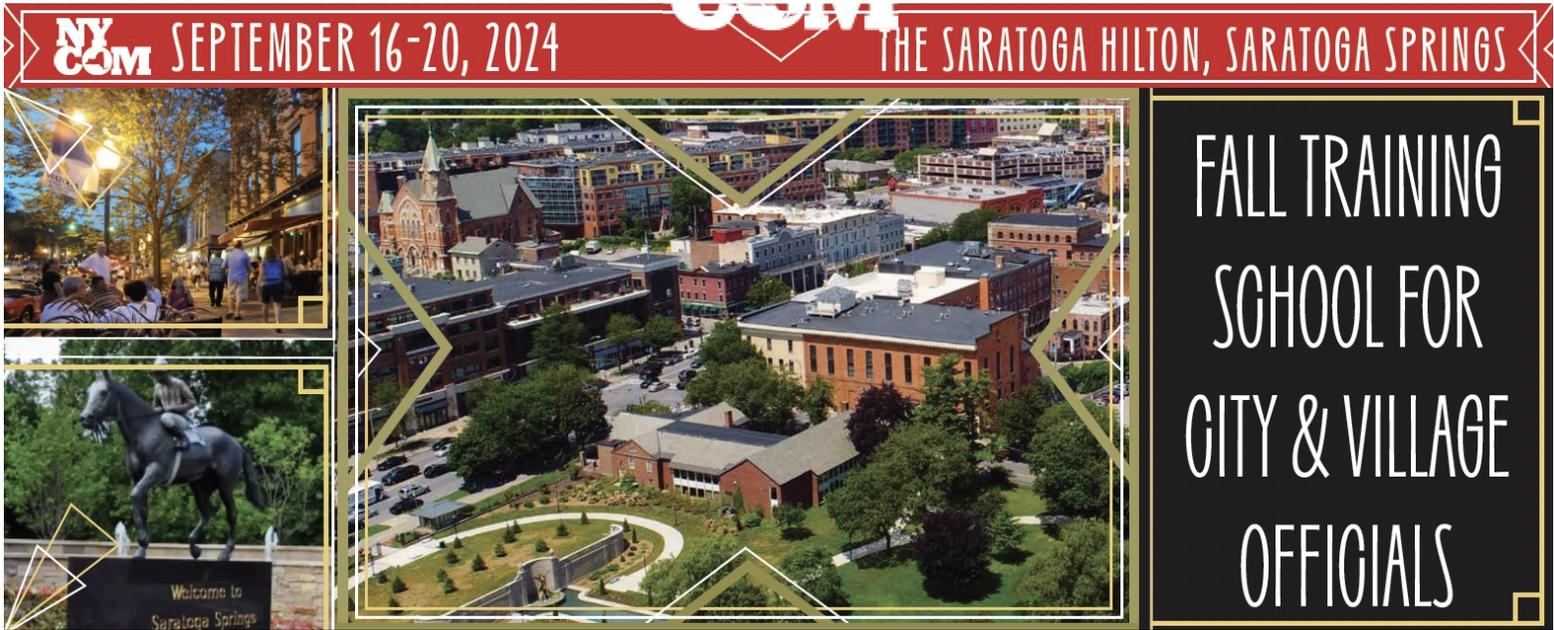
Thank you in advance for your assistance.

If you have any questions, please call the Comptroller's Office at 914-665-2304 or email at Comptroller@cmvny.com.

Sincerely,

Dr. Darren M. Morton Ed. D., CPRP. CMFO
Comptroller

cc: Mayor
Law Department



INFORMATION HOTEL

Fall Training School Tentative Agenda

September 16-20, 2024 | The Saratoga Hilton

* Denotes Continuing Legal Education (CLE) Credits

+ Denotes Continuing Professional Education (CPE) Credits

Denotes Elected Officials Academy CORE Courses

All other concurrent sessions qualify as Elected Officials Academy ELECTIVE Courses

Monday, September 16

11:00 a.m.

NYCOM Registration Desk Opens

1:00 p.m.

First-Time Attendee Orientation

2:00 p.m.

CONCURRENT SESSIONS

- o Overview of Governmental Accounting +
- o NYSLRS: Reporting Elected and Appointed Officials +

- Understanding Each Officials Roles and Responsibilities: Local Government 101 *+
- From Policy to Practice: What's Next for Lead Service Line Replacement? *

3:30 p.m.

CONCURRENT SESSIONS

- Understanding Appropriated Fund Balance +
- Municipal Finance Fundamentals +
- The Official Year, Taking Office and Filling Vacancies: Local Government 102 *+
- You Belong with Me: Women's Advisory Committee and Peer Mentoring

7:00 p.m.

Welcome Reception-Style Dinner

8:30 p.m.

Dessert and Entertainment

Tuesday, September 17

7:00 a.m.

Breakfast at Your Host Hotel

8:00 a.m.

Coffee with the NYCOM Staff

9:00 a.m.

CONCURRENT SESSIONS

- OSC IT Audit Findings +
- Using Financial Reports to Analyze Financial Conditions +
- The Clerk's Responsibilities: An Overview and Panel Discussion +
- Albany Update +
- Tornado Warning: Steering Clear of Ethical Dilemmas *

10:45 a.m.

CONCURRENT SESSIONS

- Duties and Responsibilities of the Chief Fiscal Officer +
- Fraud Prevention and Detection +
- The Freedom of Information Law: Everything You Need to Know About Processing Requests for Records *
- The Good, Bad and the Ugly: Labor Relations Update *
- State Funding for Cities and Villages

12:00 noon

- General Lunch
- NYS Association of City & Village Clerks Luncheon and Annual Business Meeting

1:30 p.m.

CONCURRENT SESSIONS

- Finance Officers' Seminar
- The Open Meeting's Law: The A to Z of Conducting Meetings *
- The State's Environmental Quality Review Act (SEQRA) in a Nutshell *
- Employee Discipline: How to Address Problematic Employees *
- Developing a Municipal Website

3:15 p.m.

CONCURRENT SESSIONS

- You Need to Calm Down: Adopting Municipal Policies and Procedures +*
- OSC Annual Financial Report (AFR) +
- Local Regulatory Authority and the Process of Enacting Local Laws and Conducting Referenda *
- Embracing Artificial Intelligence (AI): Practical Uses for AI
- Employment Practices Liability: Are You Doing Everything You Can To Avoid Being Sued? *

Evening

Dining Downtown on Your Own

Wednesday, September 18

7:00 a.m.

Breakfast at Your Host Hotel

8:00 a.m.

EARLY-RISER PLENARY

The Clarity Compass

9:00 a.m.

CONCURRENT SESSIONS

- Accounting for Capital Projects +
- Law and Order: Records Management
- Administering A Village Volunteer Fire Department: How Does This Work? *+
- Debt Issuance by Local Governments: Current Issues and Common Questions *
- Property Tax Potpourri +

10:45 a.m.

CONCURRENT SESSIONS

- City and Village Audit Findings +
- This is Why We Can't Have Nice Things: Understanding Competitive Bidding and Municipal Procurement *+
- Essentials of Municipal Payroll +
- Clarity-Driven Communication
- Navigating Civil Service: Who Wrote These Rules? *
- Government Speech, Political Speech, Religious Entanglements: How to Not Run Afoul of the First Amendment *

12:00 noon

Lunch

1:15 p.m.

CONCURRENT SESSIONS

- Avoiding the Fiscal Cliff: A Lesson in Budgeting +
- Establishing and Accounting for Reserves +
- Finally Clean: Municipal Water and Sewer Administration *
- Internal Investigations: How Not to Mess with Internal Investigations *
- Notary Exam: *Find link to the study guide under 'Resources'*

7:00 p.m.

"The Roaring '20s" Theme Party and Dinner

Thursday, September 19

7:00 a.m.

Breakfast at Your Host Hotel

9:00 a.m.

CONCURRENT SESSIONS

- Required Reporting to the Office of the State Comptroller +
- Accounting and Reporting Update +
- The Little Law and Substantial Art of Taking Minutes *
- Employee Handbooks: Why Bother? *
- NYCOM USA: Utility Audits and So Much More!
- Drug and Alcohol Testing: What Every Employer Needs to Know About Drug and Alcohol Testing Employees

10:45 a.m.

CONCURRENT SESSIONS

- Multi-Year Planning with Tools +
- Investing and Protecting Public Funds +
- Vital Records: Local Registrar and Clerk Responsibilities for Births, Deaths, and Marriages
- Pro-Housing Communities: What Are They and Why it is Important for Obtaining State Grants
- ARPA Update
- Retirement System Update +

12:00 p.m.

- Lunch
- NYS Society of Municipal Finance Officers Luncheon and Annual Business Meeting

1:30 p.m.

CONCURRENT SESSIONS

- Improving the Effectiveness of Claims Processing +
- Ask the Auditors
- Clerks' Seminar
- Alternative Work Models: Is This Really The Future? *

3:00 p.m.

PLENARY

- It's Boot Camp! It's FAMILY FEUD!

6:00 p.m.

Reception

7:00 p.m.

Annual Banquet and Awards Dinner

Friday, September 20

7:00 a.m. Conference Concludes: Breakfast at Your Host Hotel

Updated 8/28/24

CONFERENCES & WORKSHOPS

ANNUAL MEETING & TRAINING SCHOOL

WINTER LEGISLATIVE MEETING

FALL TRAINING SCHOOL

PUBLIC WORKS SCHOOL

REGIONAL WORKSHOPS

WEBINARS

VENDORS

ELECTED OFFICIALS ACADEMY

MEETING RESOURCES

MAYOR BILL KELLY LEADERSHIP EDUCATION SCHOLARSHIP FUND

PROFESSIONAL CERTIFICATIONS

[CONTACT DIRECTOR OF EVENTS](#)



INFORMATION AGENDA

FALL TRAINING SCHOOL HOTEL DETAILS
September 16-20, 2024 | The Saratoga Hilton

MUNICIPAL ATTENDEE ROOM RATES AND RESERVATIONS

OVERFLOW HOTELS

HOLIDAY INN SARATOGA SPRINGS (232 Broadway)

Room reservations must be made **BY SEPTEMBER 2, 2024**, after which time the room blocks will be released and reservations will be accepted based on availability.

ROOM RATES: *Breakfast (located in your host conference hotel) and parking at the Holiday Inn Saratoga Springs is INCLUDED in your room rate. NOTE: The Saratoga Hilton (meeting headquarters) parking is NOT INCLUDED in this rate.*

- SINGLE MUNICIPAL OFFICIAL (King): \$169 *per night*
- TWO MUNICIPAL OFFICIALS (2 Double Beds): \$185 (\$92.50 per person) *per night*
- MUNICIPAL OFFICIAL AND GUEST (2 Double Beds): \$185 (\$92.50 per person) *per night*

If you have a non-municipal guest who would like to participate in conference meals,

please purchase the Optional Guest Meal Package during the meeting registration process.

BOOKING

Reservations can be made directly by using this [RESERVATION LINK](#) or by calling the Holiday Inn Saratoga Springs directly at (855) 592-8367 and MUST reference the conference group code "FTS" to receive the group rate. A credit card, valid at the time of the conference, is required to book a reservation. Final payment is due at checkout via credit card, debit card, or check. Please note: all guests must present a credit or debit card at the time of check-in to cover any remaining balance owed or incidental charges. **Tax-exempt forms must be presented at check-in.**

CANCELLATIONS

Cancellations must be received **72 hours** prior to arrival. Guests not arriving for a scheduled reservation will forfeit their one-night deposit and the remainder of their stay will be released.

CHECK IN: 3:00 p.m. | CHECK OUT: 11:00 a.m.

SOLD OUT - ~~COURTYARD BY MARRIOTT SARATOGA SPRINGS~~ (~~11 Excelsior Avenue~~)

Room reservations must be made **BY AUGUST 19, 2024**, after which time the room blocks will be released and reservations will be accepted based on availability.

ROOM RATES: *Breakfast (located in your host conference hotel) and parking at the Courtyard by Marriott is INCLUDED in your room rate. NOTE: The Saratoga Hilton (meeting headquarters) parking is NOT INCLUDED in this rate.*

- **SINGLE MUNICIPAL OFFICIAL: \$199 per night**
- **TWO MUNICIPAL OFFICIALS: \$229 (\$114.50 per person) per night**
- **MUNICIPAL OFFICIAL AND GUEST: \$229 (\$114.50 per person) per night**

If you have a non-municipal guest who would like to participate in conference meals, please purchase the Optional Guest Meal Package during the meeting registration process.

BOOKING

Reservations can be made directly using this [RESERVATION LINK](#) or by calling the Courtyard by Marriott Saratoga Springs directly at (866) 210-9325 and MUST reference the conference

group code "New York State Conference of Mayors" to receive the group rate. A credit card, valid at the time of the conference, is required to book a reservation. Final payment is due at checkout via credit card, debit card, or check. Please note: all guests must present a credit or debit card at the time of check-in to cover any remaining balance owed or incidental charges. **Tax-exempt forms must be presented at check-in.**

CANCELLATIONS

Cancellations must be received **48 hours** prior to arrival. Guests not arriving for a scheduled reservation will forfeit their one-night deposit and the remainder of their stay will be released.

CHECK IN: 4:00 p.m. | CHECK OUT: 11:00 a.m.

SOLD OUT - ~~HAMPTON INN & SUITES SARATOGA SPRINGS DOWNTOWN (25 Lake Avenue)~~

Room reservations must be made **BY SEPTEMBER 2, 2024**, after which time the room blocks will be released and reservations will be accepted based on availability.

ROOM RATES: *Breakfast (located in your host conference hotel) and parking at the Hampton Inn & Suites is INCLUDED in your room rate. NOTE: The Saratoga Hilton (meeting headquarters) parking is NOT INCLUDED in this rate.*

- **SINGLE MUNICIPAL OFFICIAL: \$204 per night**
- **TWO MUNICIPAL OFFICIALS: \$204 (\$102 per person) per night**
- **MUNICIPAL OFFICIAL AND GUEST: \$204 (\$102 per person) per night**

If you have a non-municipal guest who would like to participate in conference meals, please purchase the Optional Guest Meal Package during the meeting registration process.

BOOKING

Reservations can be made directly using this **RESERVATION LINK** or by calling the Hampton Inn & Suites Saratoga Springs Downtown directly at **(518) 584-2100** and **MUST** refer to the conference group code 'Conference of Mayors' to receive the group rate. A credit card, valid at the time of the conference, is required to book a reservation. Final payment is due at checkout via credit card, debit card, or check. Please note: all guests must present a credit or debit card at the time of check-in to cover any remaining balance owed or incidental charges. **Tax-exempt forms must be presented at check-in.**

CANCELLATIONS

Cancellations must be received 48 hours prior to arrival. Guests not arriving for a scheduled reservation will forfeit their one-night deposit and the remainder of their stay will be released. There is an early departure fee equal to the entire length of the reservation.

CHECK IN: 4:00 p.m. | CHECK OUT: 11:00 a.m.

****SOLD OUT **** ~~HOST HOTEL: THE SARATOGA HILTON (534 Broadway | Ph: (518) 584-4000)~~

Room reservations must be made BY AUGUST 19, 2024, after which time the room blocks will be released and reservations will be accepted based on availability. Please note that the room blocks WILL sell out prior to the cut-off date so REGISTER EARLY to ensure a room in the host hotel.

ROOM RATES: *Breakfast (located in your host conference hotel) and The Saratoga Hilton hotel parking is INCLUDED in your room rate.*

- **SINGLE MUNICIPAL OFFICIAL: \$221 per night**
- **TWO MUNICIPAL OFFICIALS: \$268 (\$134 + \$134 per person) per night**
- **MUNICIPAL OFFICIAL AND GUEST: \$268 (\$134 + \$134 per person) per night**

If you have a non-municipal guest who would like to participate in conference meals, please purchase the Optional Guest Meal Package during the meeting registration process.

BOOKING

A credit card, valid at the time of the conference, is required to book a reservation. Final payment is due at checkout via credit card, debit card, or check. Please note: all guests must present a credit or debit card at the time of check-in to cover any remaining balance owed or incidental charges. **Tax-exempt forms must be presented at check-in.**

CANCELLATIONS

Individual guest cancellations will be accepted up to **48 hours prior** to arrival. The deposit is refundable to the individual guest if timely notice of cancellation is given and a cancellation number is obtained by the guest. Early arrivals and late departures will be on a space and rate availability basis only. Guests not arriving for a scheduled reservation will forfeit their one-

night deposit and the remainder of their stay will be released. For guests requiring to check out prior to their reserved checkout date, the hotel will add an early checkout fee to that guest's individual account of one night's room rate.

CHECK IN: 3:00 p.m. | CHECK OUT: 11:00 a.m.

CONFERENCES & WORKSHOPS

ANNUAL MEETING & TRAINING SCHOOL
WINTER LEGISLATIVE MEETING
FALL TRAINING SCHOOL
PUBLIC WORKS SCHOOL
REGIONAL WORKSHOPS

WEBINARS

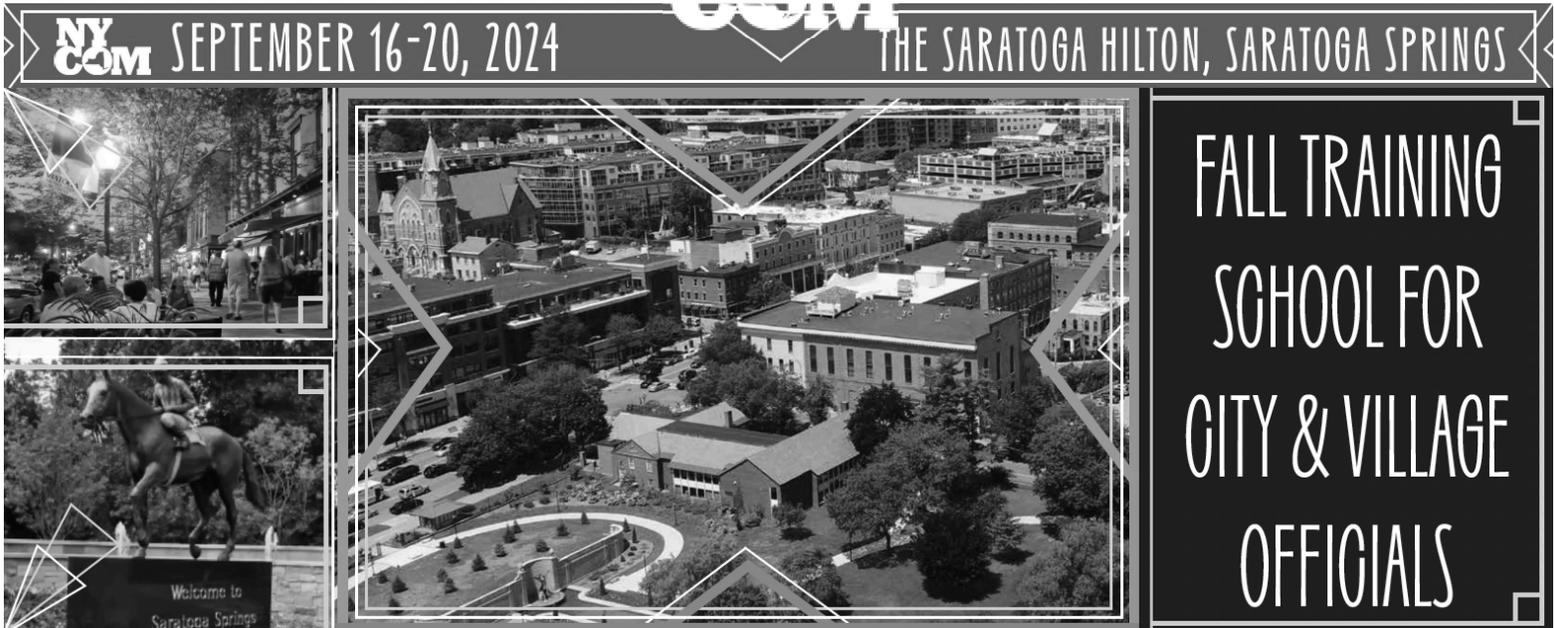
VENDORS

ELECTED OFFICIALS ACADEMY

MEETING RESOURCES

MAYOR BILL KELLY LEADERSHIP EDUCATION SCHOLARSHIP FUND
PROFESSIONAL CERTIFICATIONS
[CONTACT DIRECTOR OF EVENTS](#)

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[AGENDA](#) [HOTEL](#)

GENERAL INFORMATION

September 16-20, 2024 | The Saratoga Hilton, Saratoga Springs

[MEETING REGISTRATION](#)

[HOTEL REGISTRATION](#)

[AGENDA](#)

This year the NYCOM Fall Training School will be at The Saratoga Hilton. Sessions and all meals except breakfast (which is at your host conference hotel) will be held at The Saratoga Hilton. Accommodations for municipal officials will be at The Saratoga Hilton, with overflow accommodations available at the Courtyard by Marriott and Hampton Inn & Suites Saratoga Springs.

CONFERENCE REGISTRATION RATES:

- **FULL CONFERENCE: \$510**
- **ONE-DAY (select day during registration process): \$300**

CONFERENCE REGISTRATION INCLUDES:

- LUNCH: Tuesday, Wednesday and Thursday
- Monday and Tuesday Hospitality
- Thursday Reception
- Conference Materials
- Participation in All Training Sessions and Tradeshow Breaks

Registrations received after August 28th will increase by \$30 for members and \$50 for non-members.

CONFERENCE ATTENDEE MEAL OPTIONS:

BREAKFAST is included with your conference hotel stay (at your host conference hotel) and LUNCH is included with your conference registration.

- **FULL DINNER PACKAGE: \$298** (Monday Reception-Style Welcome Dinner | Wednesday Theme Dinner | Thursday Banquet Dinner)
- **ONE-DAY MEAL OPTIONS: (select day during registration process)** (Monday Reception-Style Welcome Dinner: \$83 | Wednesday Theme Dinner: \$130 | Thursday Banquet Dinner: \$85)

** There will be a 15% surcharge for onsite meal purchases.*

NON-MUNICIPAL GUEST OF A MUNICIPAL OFFICIAL MEAL OPTIONS:

BREAKFAST is included with your conference hotel stay (at your host conference hotel). Non-Municipal Guests may also participate in all social functions.

- **FULL CONFERENCE MEAL PACKAGE: \$477** (Monday Reception-Style Welcome Dinner | Tuesday Lunch | Wednesday Lunch and Theme Dinner | Thursday Lunch, Reception and Banquet Dinner)
 - **ONE-DAY MEAL OPTIONS: (select day during registration process)** (Monday Reception-Style Welcome Dinner: \$83 | Tuesday Lunch: \$52 | Wednesday Lunch and Theme Dinner: \$182 | Thursday Lunch, Reception and Banquet Dinner: \$160)
-

Refund Policy

Refunds will be made in full for the conference registration fee, dinner packages and add-on guest meals **ONLY if you notify NYCOM no later than September 4, 2024**. For cancellations **AFTER September 4th** there will be a \$100 administrative fee and any conference meals purchased (including add-on guest meals) are non-refundable. **No-shows are also non-refundable (those not paid in advance will be invoiced following the conference).**

Policy on Access for the Disabled

NYCOM makes every effort to plan meetings that are accessible to the disabled. NYCOM requests advance notice by the registrant (including on-site registrants) so that we can make appropriate arrangements.

Attire

The attire for the meeting is casual, except for the Banquet on Thursday evening for which business attire is recommended. **The Theme Dinner on Wednesday evening will be "The Roaring '20s."**

Authority to Attend

Local official attendance at this training event is permitted by General Municipal Law § 77-b(2), which permits a city or village to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected

pursuant to law to a public office of a municipality for which the term of office has not commenced ..." Local officials are entitled to be reimbursed for all actual and necessary costs incurred while attending this program.

CERTIFICATION INFORMATION

+

MEETING REGISTRATION

HOTEL REGISTRATION

AGENDA

2024 NYCOM Novelists Book Club

Wed., September 18th

- *The Women*, Kristin Hannah
- *Remarkably Bright Creatures*, Shelby Van Pelt

Email [Jennifer Purcell](mailto:jpurcell@nycom.org) for details.

CONFERENCES & WORKSHOPS

ANNUAL MEETING & TRAINING SCHOOL

WINTER LEGISLATIVE MEETING

FALL TRAINING SCHOOL

PUBLIC WORKS SCHOOL

REGIONAL WORKSHOPS

WEBINARS

VENDORS

ELECTED OFFICIALS ACADEMY

MEETING RESOURCES

MAYOR BILL KELLY LEADERSHIP EDUCATION SCHOLARSHIP FUND

PROFESSIONAL CERTIFICATIONS

[CONTACT DIRECTOR OF EVENTS](#)



City of Mount Vernon, New York

Staff Report

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

File #: TMP -885

Agenda Date: 9/11/2024

Agenda #: 14.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on September 11, 2024, and signed by the Mayor on September 12, 2024, authorizing the Addition of Four (4) Firefighter Positions to the Fire Department - (increasing the department's total allotment from ninety-eight (98) to one hundred and two (102) firefighter positions)), be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE ADDITION OF FOUR (4) FIREFIGHTER POSITIONS TO THE FIRE DEPARTMENT

Whereas, by letter dated September 9, 2024, the Commissioner of the Fire Department has requested legislation authorizing the addition of four (4) firefighter positions to the Fire Department of the City of Mount Vernon (FDMV), increasing the department's total allotment from ninety-eight (98) to one hundred and two (102) firefighter positions; and

Whereas, the Fire Department previously had an allotment of 109 firefighter positions, which was reduced to 98 in the 2024 budget due to the expectation that no firefighters would be hired during the budget year; and

Whereas, a new list of passing candidates for firefighter positions has been announced, and the FDMV desires to take advantage of the opportunity to fully staff the department in response to this development; and

Whereas, the FDMV has determined that onboarding eleven (11) firefighters, increasing the department's allotment to 102 positions, is necessary to meet the staffing needs of the department and to ensure the continued protection and safety of the community; and

Whereas, the funds required to support the additional firefighter positions are available due to salary savings from vacant positions during the period of January to September 2024, and no additional transfer of funds is necessary; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Add Firefighter Positions. The City of Mount Vernon hereby

authorizes the addition of four (4) firefighter positions to the Fire Department, increasing the department's total allotment from ninety-eight (98) to one hundred and two (102) firefighter positions. This ordinance facilitates the addition of four firefighter positions to ensure that the Fire Department of Mount Vernon is fully staffed and equipped to meet the community's safety needs.

Section 2. Budget Impact. The funding required to support the newly added firefighter positions shall be drawn from the salary savings accrued due to vacant positions in the Fire Department from January to September 2024. No additional budgetary transfer is necessary to cover the costs of these new positions.

Section 3. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, N.Y.
Fire Department

SHAWYN PATTERSON-HOWARD
Mayor

Fire Headquarters
470 E Lincoln Ave
Mount Vernon, NY 10552
(914) 665-2611 – Fax: (914) 665-2630

Deborah M. Norman
Fire Commissioner
Theodore W. Beale Jr.
Deputy Fire Commissioner
K. Robert O’dindo
Chief of Operations
Aaron Marable
Asst. Chief of Operations

THROUGH OFFICE OF THE MAYOR

September 9, 2024

Honorable City Council
City Hall, 1 Roosevelt Square
Mount Vernon, NY 10550

RE: Allotment of Firefighters

Dear Councilmembers,

The FDMV respectfully requests to add four (4) firefighter positions. The allotment of firefighters was reduced from 109 to 98 in the 2024 budget as we did not anticipate hiring any firefighters this budget year. However, with the announcement of the list of passing candidates we could not pass up the opportunity to fully staff the department. Eleven (11) firefighters will be onboarded which will increase the department's allotment to 102. There will be no need for a transfer as the funding is available from the vacant positions from January to September in budget code 3410.101.

Sincerely,

Deborah M Norman
Fire Commissioner, FDMV

“The Jewel of Westchester”



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
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File #: TMP -534

Agenda Date: 9/17/2024

Agenda #: 15.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on April 10, 2024, and signed by the Mayor on April 11, 2024, authorizing the conversion of Municipal Lot 17 to Permit Parking, be and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE CONVERSION OF MUNICIPAL LOT 17 TO PERMIT PARKING

Whereas, by letter dated March 28, 2024, the Commissioner for the Department of Public Safety has requested legislation authorizing the conversion of Municipal Lot 17; located on Crary Avenue, to all permit parking, including the elimination of metered spaces and relocation of a handicapped space; and

Whereas, the Department of Public Safety has determined that converting Municipal Lot 17 to all permit parking will better serve the needs of residents and enhance parking management; and

Whereas, the conversion involves the elimination of nine (9) metered parking spaces; and

Whereas, the relocation of the handicapped space closer to the residential building on East Sidney Avenue across from Lot 17 will improve accessibility for residents; and

Whereas, the cost of the conversion work will be covered by Budget Line A3120.431 (Maintenance for Parking Garages); **Now, Therefore, Be It Resolved That**

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

Section 1. Conversion of Municipal Lot 17

- Municipal Lot 17, located on Crary Avenue, shall be converted to all

permit parking.

- Nine (9) metered parking spaces in Municipal Lot 17 shall be eliminated.
- The current handicapped space in Municipal Lot 17 shall be relocated closer to the residential building on East Sidney Avenue across from Lot 17.

Section 2. Funding. The cost of the conversion work for Municipal Lot 17 shall be satisfied from Budget Line A3120.431 (Maintenance for Parking Garages).

Section 3. Severability. If any provision of this ordinance is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 4. Repeal. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 5. Effective Date. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.



DEPARTMENT OF PUBLIC SAFETY
BUREAU OF POLICE
ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2500

DAVID GIBSON
POLICE COMMISSIONER

JENNIFER LACKARD
DEPUTY COMMISSIONER

MARCEL OLIFIERS
CHIEF OF OPERATIONS

SHAWYN PATTERSON - HOWARD
MAYOR

July 1, 2024

REVISED

Honorable City Council Members
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

**RE: Conversion of Municipal Lot 17 FOR APPROVAL AT THE July 10th, 2024
CITY COUNCIL MEETING**

Honorable Councilmembers:

The Department of Public Safety requests that the City Council approve an ordinance to convert Municipal Lot 17 located on Crary Avenue to all permit parking. This conversion includes eliminating nine (9) meter spaces and moving the current handicap space more immediately closer to the residential building on East Sidney Avenue across from Lot 17.

The work for the lot conversion will be done by the Parking Bureau and the Dept of Public Works and no budgetary expense is required. The work will include removing parking meters, painting parking lines and painting parking numbers into the parking spaces.

If this request meets the approval of your Honorable Body, please enact legislation granting this approval.

Sincerely,

David Gibson
Commissioner of Public Safety

cc: Mayor
Comptroller
Law Department



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -890

Agenda Date: 9/17/2024

Agenda #: 16.

Board of Estimate & Contract:

RESOLVED, that pursuant to Section 71 of the Charter of the City of Mount Vernon, the Board of Estimate and Contract does hereby fix the salaries and determine the number of officers and members of the **FIRE DEPARTMENT** of said city for the year 2024 and in addition, the following grades are hereby determined. The base annual salaries, including annual increments for members of said Department for said year 2024, are hereby fixed, all as hereinafter designated:

FOR THE PERIOD JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

<u>FIRE DEPARTMENT</u>	
	BASE ANNUAL SALARY
Deputy Fire Chief, Six (6), each at	\$170,360.00
Fire Captain, Six (6), each at	143,043.00
Fire Lieutenants - Twenty-Four (24), each at	124,385.00

Firefighters, [Ninety-Eight] One hundred Two - (102)

BASE ANNUAL SALARY	
During the Probationary Period, months 1 through 4, each at	39,413.00
During the Probationary Period, months 5 through 12, each at	45,980.00
First Year of Permanent Status, each at	50,358.00
Second Year of Permanent Status, each at	56,627.00
Third Year of Permanent Status, each at	61,008.00
Fourth Year and after of Permanent Status, each at	103,224.00

Fire Dispatchers (12), if hired on or after 1/1/03 & Fire Inspectors - Three *(3)

During the Probationary Period, months 1 through 4, each at	39,413.00
During the Probationary Period, months 5 through 12, each at	45,980.00
First Year of Permanent Status, each at	50,358.00
Second Year of Permanent Status, each at	56,627.00
Third Year of Permanent Status, each at	61,008.00
Fourth Year and after of Permanent Status, each at	77,418.00

Additional Compensation is as follows:

FIRE DEPARTMENT

Deputy Chief, Chief of Operations	1,500.00
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RESOLVED, that said salaries and adjustments thereof shall be computed based on 262 days for the year 2024 and 10 working days each bi-weekly pay period; legal holidays shall be deemed working days; and be it further

RESOLVED that said salaries are to be paid bi-weekly beginning on January 12, 2024, for ten (10) working days and ending on December 27, 2024. Salaries accruing on December 31, 2023, zero (0) working days to be paid at 2023 rates together with zero (0) working days to be paid at 2024 rates; and salaries accruing on December 31, 2024, two (2) working days to be paid at 2024 rates on payroll paid January 10, 2025, together with eight (8) working days in 2025 inclusive; and be it further

RESOLVED, that this resolution shall take effect on January 1, 2024.

New matter underlined

Deleted matter in brackets []

RESOLVED, that pursuant to Section 71 of the Charter of the City of Mount Vernon, the Board of Estimate and Contract does hereby fix the salaries and determine the number of officers and members of the **FIRE DEPARTMENT** of said city for the year 2024 and in addition, the following grades are hereby determined. The base annual salaries, including annual increments for members of said Department for said year 2024, are hereby fixed, all as hereinafter designated:

FOR THE PERIOD JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

FIRE DEPARTMENT	
	BASE ANNUAL SALARY
Deputy Fire Chief, Six (6), each at	\$170,360.00
Fire Captain, Six (6), each at	143,043.00
Fire Lieutenants – Twenty-Four (24), each at	124,385.00

Firefighters, [Ninety-Eight] One hundred Two - (102)

	BASE ANNUAL SALARY
During the Probationary Period, months 1 through 4, each at	39,413.00
During the Probationary Period, months 5 through 12, each at	45,980.00
First Year of Permanent Status, each at	50,358.00
Second Year of Permanent Status, each at	56,627.00
Third Year of Permanent Status, each at	61,008.00
Fourth Year and after of Permanent Status, each at	103,224.00

Fire Dispatchers (12), if hired on or after 1/1/03 & Fire Inspectors – Three *(3)

During the Probationary Period, months 1 through 4, each at	39,413.00
During the Probationary Period, months 5 through 12, each at	45,980.00
First Year of Permanent Status, each at	50,358.00
Second Year of Permanent Status, each at	56,627.00
Third Year of Permanent Status, each at	61,008.00
Fourth Year and after of Permanent Status, each at	77,418.00

Additional Compensation is as follows:

FIRE DEPARTMENT	
Deputy Chief, Chief of Operations	1,500.00

RESOLVED, that said salaries and adjustments thereof shall be computed based on 262 days for the year 2024 and 10 working days each bi-weekly pay period; legal holidays shall be deemed working days; and be it further

RESOLVED that said salaries are to be paid bi-weekly beginning on January 12, 2024, for ten (10) working days and ending on December 27, 2024. Salaries accruing on December 31, 2023, zero (0) working days to be paid at 2023 rates together with zero (0) working days to be paid at 2024 rates; and salaries accruing on December 31, 2024, two (2) working days to be paid at 2024 rates on payroll paid January 10, 2025, together with eight (8) working days in 2025 inclusive; and be it further

RESOLVED, that this resolution shall take effect on January 1, 2024.

New matter underlined

Deleted matter in brackets []



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -889

Agenda Date: 9/17/2024

Agenda #: 17.

Board of Estimate & Contract:

Whereas, on August 18, 2020, ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY a/s/o NATALIE BRISCOE filed a Notice of Claim seeking the sum of \$17,556.75 against the City of Mount Vernon for property damage allegedly caused to the claimant's vehicle when a sanitation truck driven by a CMV employee struck the vehicle owned by Ms. Briscoe. At the time of the incident, the air brakes on the sanitation truck failed, resulting in the incident on May 15, 2020. Testimony from the City employee revealed the brakes had failed several times earlier that morning. He was en route to the yard when the incident occurred; and

Whereas, the City of Mount Vernon was served with a Summons and Complaint on August 8, 2018; and

Whereas, by letter dated September 10, 2024, the Corporation Counsel hereby recommends that the Board of Estimate & Contract approve the settlement of the aforesaid claim for \$12,000.00; **Now, Therefore, be it**

Resolved, that the aforesaid claim of ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY a/s/o NATALIE BRISCOE, be settled for the sum of \$12,000.00 and that said settlement be and the same hereby is approved; and be it further

Resolved, the sum will be paid out of Budget Code A1910.469 (Insurance - Claims), 2024 Budget.

Whereas, on August 18, 2020, ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY a/s/o NATALIE BRISCOE filed a Notice of Claim seeking the sum of \$17,556.75 against the City of Mount Vernon for property damage allegedly caused to the claimant's vehicle when a sanitation truck driven by a CMV employee struck the vehicle owned by Ms. Briscoe. At the time of the incident, the air brakes on the sanitation truck failed, resulting in the incident on May 15, 2020. Testimony from the City employee revealed the brakes had failed several times earlier that morning. He was en route to the yard when the incident occurred; and

Whereas, the City of Mount Vernon was served with a Summons and Complaint on August 8, 2018; and

Whereas, by letter dated September 10, 2024, the Corporation Counsel hereby recommends that the Board of Estimate & Contract approve the settlement of the aforesaid claim for \$12,000.00; **Now, Therefore, be it**

Resolved, that the aforesaid claim of ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY a/s/o NATALIE BRISCOE, be settled for the sum of \$12,000.00 and that said settlement be and the same hereby is approved; and be it further

Resolved, the sum will be paid out of Budget Code A1910.469 (Insurance - Claims), 2024 Budget.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
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File #: TMP -856

Agenda Date: 9/17/2024

Agenda #: 18.

Board of Estimate & Contract:

**A RESOLUTION AUTHORIZING THE AWARD OF
A CONTRACT TO PETRILLO CONTRACTING, INC.
FOR RESURFACING OF VARIOUS STREETS IN
THE CITY OF MOUNT VERNON, NY FOR: 2024-2025**

WHEREAS, the Department of Public Works (DPW), through the Board of Estimate, solicited bids for street resurfacing services, and such bids were received on August 29, 2024; and

WHEREAS, the Department of Public Works has reviewed the bids and recommends that the contract be awarded to Petrillo Contracting, Inc., located at 41 Edison Avenue, Mount Vernon, NY 10550, as the lowest responsible bidder, with a bid amount of \$2,910,750.00; and

WHEREAS, the contract is for a term of one (1) year, with the option for a one (1) year extension based on performance, as it is in the best interest of the City to proceed with this award; and

WHEREAS, a tentative list of streets to be resurfaced within the current paving season has been identified and prioritized based on the following evaluation criteria:

- Street surface deterioration and potholes,
- Class of Street (Primary, Secondary, Tertiary),
- Known heavy vehicular traffic areas,
- Upcoming infrastructure work by Sanitary & Storm Rehabilitation, Bureau of Water Supply, and utility companies such as Con-Edison and Verizon,
- Petitions submitted by residents to the City Council expressing concern over the condition of their streets; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Vernon, as follows:

Section 1. Award of Contract. The City Council hereby authorizes the Mayor to enter into a contract with Petrillo Contracting, Inc. for street resurfacing services for the amount of \$2,910,750.00, for a term of one (1) year, with an option for a one (1) year extension based on satisfactory performance.

Section 2. Funding. Funding for this project shall be provided through the following budget lines and funding sources:

- NYS CHIPS (Consolidated Local Street and Highway Improvement Program),
- NYS EWR (Extreme Weather Recovery),
- NYS PAVE-NY,
- NYS POP (Pave Our Potholes),

- ARPA (American Rescue Plan Act of 2021)

Section 3. Street Resurfacing List. This resolution includes a tentative list of streets to be resurfaced, prioritized based on surface deterioration, traffic levels, upcoming infrastructure work, and resident petitions.

Section 4. Deposit. The certified check, cash, or bid bond for five (5%) percent of said bid and the deposit of the following two lowest bidders will be retained until the contract with the successful bidder is duly executed.

Section 5. Effective Date. This resolution shall take effect immediately upon its approval by the Board of Estimate & Contract.



CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall
One Roosevelt Square – Room 108
Mount Vernon, NY, 10550
(914) 665-2343 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

September 4, 2024

Honorable City Council
of The City of Mount Vernon
City Hall, Mount Vernon, New York
(Through the Office of the Mayor)

Re: “RESURFACING OF VARIOUS STREETS IN THE CITY OF MOUNT VERNON – 2024 - 2025”

Dear Board Members:

With reference to bids received by the Board of Estimate on August 29, 2024, regarding captioned subject, I herewith recommend that the Contract be awarded to the following lowest Bidder as being in the best interest of the City for a term of one (1) year with the option of an additional one (1) year extension based on performance.

PETRILLO CONTRACTING, INC.
41 EDISON AVENUE
MT. VERNON, NY 10550

AMOUNT OF BID: \$2,910,750.00

In addition to the bid analysis, attached is a tentative list of streets to be resurfaced within the current paving season. These roadways have been identified and prioritized based upon following factors evaluated:

- Street surface deterioration / Potholes
- Class of Street (Primary, Secondary, Tertiary)
- Known heavy vehicular traffic areas
- Upcoming infrastructure work to be completed, i.e., Sanitary & Storm Rehabilitation, Bureau of Water Supply, Utility Companies (Con-Edison & Verizon)
- Petitions from residents submitted to City Council expressing concern to have their street repaved.

Funding for this project will be sourced from the following funding sources via:

H5110.203.C955

- NYS CHIPS (Consolidated Local Street and Highway Improvement Program)
- NYS EWR (Extreme Weather Recovery)
- NYS PAVE-NY
- NYS POP (Pave Our Potholes)
- ARPA (American Rescue Plan Act of 2021)

“The Jewel of Westchester”



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
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File #: TMP -857

Agenda Date: 9/17/2024

Agenda #: 19.

Board of Estimate & Contract:

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO M. ZONZINI PIPELINE SERVICES, INC. FOR VARIOUS PUBLIC WORKS CONSTRUCTION & EQUIPMENT RENTAL: 2024-2025

WHEREAS, the City of Mount Vernon, through the Board of Estimate, solicited bids for sewer infrastructure and stormwater repair services, and such bids were received on August 29, 2024; and

WHEREAS, the Department of Public Works engineering department has reviewed the bids and recommends that the contract be awarded to M. Zonzini Pipeline Services, Inc., located at 466 North Ave, New Rochelle, NY 10801, as the lowest responsible bidder, with an amount based on hourly rates for twenty-eight (28) items as outlined in the bid submission; and

WHEREAS, the contract is for a term of one (1) year, with the option for an additional one (1) year extension based on satisfactory performance, as it is in the best interest of the City to proceed with this award; and

WHEREAS, the services to be performed under this contract include emergency sewer repairs and stormwater management improvements, which are critical to maintaining the city's infrastructure; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Vernon, as follows:

Section 1. Award of Contract. The City Council hereby authorizes the Mayor to enter into a contract with M. Zonzini Pipeline Services, Inc. for sewer infrastructure and stormwater repair services, based on the hourly rates of twenty-eight (28) items, for a term of one (1) year, with an option for an additional one (1) year extension based on satisfactory performance.

Section 2. Funding. Funding for this project shall be provided through the following budget lines and funding sources:

- A8120.405 - Outside Contracted Services,
- A8120.429 - Emergency Sewer Repairs,
- A8120.203.C933 (ARPA) - Clean Water: Other Sewer Infrastructure,
- A8140.203.C932 (ARPA) - Clean Water: Stormwater,
- H8120.203.C934 (NYS) - Emergency Grant - Sanitary,

- H8140.203.C935 (NYS) - Emergency Grant - Stormwater.

Section 3. Scope of Work. The work to be performed under this contract shall include but is not limited to, emergency sewer repairs, stormwater management improvements, and any related infrastructure work as detailed in the bid specifications.

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



CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall
One Roosevelt Square – Room 108
Mount Vernon, NY, 10550
(914) 665-2343 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
ROBERT L. HACKETT
Deputy Commissioner

September 4, 2024

Honorable City Council
of The City of Mount Vernon
City Hall, Mount Vernon, New York
(Through the Office of the Mayor)

Re: "VARIOUS PUBLIC WORKS CONSTRUCTION & EQUIPMENT RENTAL : 2024 - 2025"

Dear Board Members:

With reference to bids received by the Board of Estimate on August 29, 2024, regarding captioned subject, I herewith recommend that the Contract be awarded to the following Bidder as being in the best interest of the City for a term of one (1) year with the option of an additional one (1) year extension based on performance. Please see attached bid analysis performed by DPW's engineering department.

M. Zonzini Pipeline Services, Inc.
466 North Ave
New Rochelle, NY 10801
Sam Teixeira
(914) 255 -7341

AMOUNT OF BID: Based on Hourly Rates of Twenty-Eight (28) Items

Funding for this project will be sourced from the following funding sources:

- A8120.405 – Outside Contracted Services
- A8120.429 – Emergency Sewer Repairs
- A8120.203.C933 (ARPA) – Clean Water : Other Sewer Infrastructure
- A8140.203.C932 (ARPA) – Clean Water : Stormwater
- H8120.203.C934 (NYS) – Emergency Grant – Sanitary
- H8140.203.C935 (NYS) – Emergency Grant – Storm

Respectfully,

Damani L. Bush
Commissioner of Public Works
DB/db

CC: Law Department Engineering Bureau DPW Supervisor Contracts



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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VERNON, NEW YORK
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FACEBOOK.
COM/MOUNTVERNONNY

File #: TMP -893

Agenda Date: 9/17/2024

Agenda #: 20.

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 63204/19
64764/23

PREMISES: 474 Third Street
PETITIONER: Grandview Park Associates LLC

Map: 165.81 **Block:** 4029 **Lot:** 18

D. Vandyke
9/17/24

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2019	2020/2021	\$65,000	\$62,790	\$2,210	\$907.87
2023	2024/2024/25	\$50,000	\$45,195	\$4,805	\$2,408.55
TOTAL:					\$3,316.42

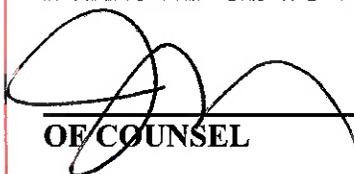
TOTAL REFUND: \$3,316.42 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:



OF COUNSEL

**ADOPTED BY
BOARD OF ESTIMATE
AND CONTRACT**

APPROVED:



**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk

File 0005-0378W

At a Special Condemnation and Tax
Certiorari Term of the Supreme Court of the State
of New York, held in and for the County of
Westchester, White Plains, New York, on the
day of , 20 .

P R E S E N T :

HON. ANNE E. MINIHAN,
Justice

CONSENT ORDER & JUDGMENT

In the Matter of

GRANDVIEW PARK ASSOCIATES LLC,

Petitioner,

<u>Index No.</u>	<u>Assessment Year</u>
63204-2019	2019
64764-2023	2023

-against-

THE BOARD OF ASSESSORS AND/OR THE
ASSESSOR OF THE CITY OF MOUNT VERNON
AND THE BOARD OF ASSESSMENT REVIEW,

Respondent.

And

MOUNT VERNON CITY SCHOOL DISTRICT,

Tax Map No.: 165.81-4029-18

Respondent-Intervenor.

The above petitioner having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the City of Mount Vernon for the assessment years 2019 and 2023 (County – 2020 and 2024 tax years; City and School District – 2020/21 and 2024/25 tax years) upon certain real property constituting the following assessment parcel and designated as Tax Map No. 165.81-4029-18, on the official Assessment Map of the City of Mount Vernon, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by JENNIFER D. HOWER, ESQ. of HERMAN KATZ LLP, and the respondents having appeared by BRIAN G. JOHNSON, ESQ., Corporation Counsel for the City of Mount Vernon, and the respondent-intervenor having appeared by THOMAS SCAPOLI, ESQ. of INGERMAN SMITH LLP, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment year as follows:

ASSESSMENT YEAR	COUNTY TAX YEAR/ CITY & SD TAX YEAR	TAX MAP NO.	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2019	2020/2020/21	165.81-4029-18	\$65,000	\$2,210	\$62,790
2023	2024/2024/25	165.81-4029-18	\$50,000	\$4,805	\$45,195

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED that the parties have agreed to discontinue the proceedings pending for the 2020, 2021 and 2022 assessment years by separate Stipulation of Discontinuance, and it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall

note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the City of Mount Vernon the amount of City taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Mount Vernon City School District, of the City of Mount Vernon, the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the County Legislators of the County of Westchester, State of New York, be and are hereby directed and authorized to audit, allow and to pay to the petitioner the amount, if any, of State, County, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been as determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that the Commissioner of Finance of Westchester County be served with a copy of this judgment with notice of entry, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within sixty (60) days from the date of service of a copy of this judgment with Notice of Entry, together with proof of payment of taxes, on the Westchester County Commissioner of Finance, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the City of Mount Vernon, and/or any of the various taxing authorities, be made by check or draft payable to the order of HERMAN KATZ LLP, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement with respect to the 2024, 2025 and 2026 assessments years, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

J.S.C.

SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:



By: BRIAN G. JOHNSON, ESQ.
Corporation Counsel, City of Mount Vernon
Attorney for Respondents
1 Roosevelt Square
Mt. Vernon, NY 10550
914-668-8984
bjohnson@ci.mount-vernon.ny.us

HERMAN KATZ LLP
Attorneys for Petitioner



By: JENNIFER D. HOWER, ESQ.
538 Broadhollow Road, Suite 307
Melville, NY 11747
(631) 501-5011
jhower@hermankatz.com

INGERMAN SMITH LLP

BY: THOMAS SCAPOLI, ESQ.
Attorney for the Respondent-Intervenor
550 Mamaroneck Avenue, Suite 209
Harrison, NY 10528
914-777-1134
tscapoli@ingermansmith.com



City of Mount Vernon, New York

Staff Report

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

File #: TMP -894

Agenda Date: 9/17/2024

Agenda #: 21.

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 59341/2020	PREMISES: 434 Gramatan Avenue
61800/2021	Mount Vernon, NY
64021/2022	PETITIONER: CPD PROPERTIES, NY, LLC
65520/2023	

Map: 165.38, Block: 1162, Lot: 2, 3

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2020	2021	40,000.00	35,100.00	4,900.00	2,090.68
2021	2022	40,000.00	31,900.00	8,100.00	3,569.18
2022	2023	40,000.00	28,140.00	11,860.00	5,519.53
2023	2024	40,000.00	24,375.00	15,625.00	7,832.19

TOTAL: 19,011.58

TOTAL REFUND: \$19,011.58 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY
BOARD OF ESTIMATE
AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk

At an IAS Term of the Supreme Court of the State of New York, held in and for the County of Westchester at the County Courthouse located in the City of White Plains, on the day of , 2024.

PRESENT:

**HON. ANNE E. MINIHAN,
JUSTICE.**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
CPD PROPERTIES, NY, LLC

Petitioner

Index No.: 59341/2020
61800/2021
64031/2022
65520/2023

- against -

CITY OF MOUNT VERNON, a Municipal Corporation, its Assessor, Board of Assessment Review, and the Mount Vernon City School District

Respondents.

For a Review under Article 7 of the Real Property Tax Law of the State of New York of the 2020 - 2023 Assessments of certain real property situated in Respondent Municipal Corporation, located in the County of Westchester, State of New York.

CONSENT JUDGMENT
Assessments 2020 - 2023

Designated by the
Assessing Unit as:

Section 165.38
Block 1162
Lots 2, 3

-----X

The above petitioner having heretofore served and filed the petitions and notices to review the tax assessments fixed by the City of Mount Vernon for the assessment years 2020 through 2023 upon certain real property located at **434 Gramatan Avenue, Mount Vernon, New York** and designated as Section 165.38, Block 1162, Lots 2, 3 on the Official Assessment Map of the City of Mount Vernon; and

The issues of these proceedings having duly come on at an IAS Term of this Court, and the petitioner having appeared by **ALDO V. VITAGLIANO, ESQ.**, of Aldo V. Vitagliano, P.C., the Respondent, **CITY OF MOUNT VERNON**, having appeared by **BRIAN G. JOHNSON, ESQ.** Corporation Counsel for the City of Mount Vernon, and the parties having made their settlement, it is

ORDERED that the assessments on the aforementioned property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

<u>Assessment Year</u>	<u>Original Assessment</u>	<u>Reduced Assessment</u>	<u>Amount of Reduction</u>
2020	40,000	35,100	4,900
2021	40,000	31,900	8,100
2022	40,000	28,140	11,860
2023	40,000	24,375	15,625

and so reduced and confirmed, it is further

ORDERED, AND DECREED that in the event the 2024 Assessment Roll contains an assessed value of the property no greater than 30,000 then the petitioner agrees to waive any right to grieve, protest or challenge said future assessment.

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of said assessment rolls or the tax rolls upon which the above-mentioned assessments and any taxes levied thereon have been entered, shall forthwith correct the said entries in conformity with this judgment and shall note upon the margin of said rolls, opposite the said entries, that the same have been corrected by the authority of this judgment, and it is further

ORDERED, ADJUDGED AND DECREED that there shall be audited, allowed and paid to the petitioner by the **CITY OF MOUNT VERNON** the amount of all City taxes, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, paid by the petitioner as City taxes against the said erroneous assessments in excess of what the taxes would have been if said assessments made in the aforesaid years had been as determined by this judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED that there shall be audited, allowed and paid to the petitioner by the **MOUNT VERNON SCHOOL DISTRICT** the amount of all School taxes, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, paid by the petitioner as School taxes against the said erroneous assessments in excess of what the taxes would have been if said assessments made in the aforesaid years had been as determined by this judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that the County Legislators of the **COUNTY OF WESTCHESTER**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the petitioner the amount, if any, of all State, County, Judiciary, Refuse and Sewer District Taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been made as determined by this judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that the Commissioner of Finance of Westchester County be served with a copy of this judgment, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of The Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this judgment, time of the essence, with notice of entry upon the respective taxing authorities, and it is further,

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, **CITY OF MOUNT VERNON** and/or any of the various taxing authorities, be made by check or draft payable to the order of **ALDO V. VITAGLIANO, P.C.**, as attorneys for the petitioner, who are to hold proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorneys' lien, pursuant to Judiciary Law §475, and it is further

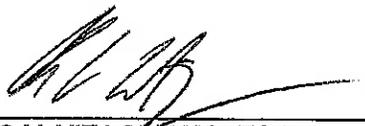
ORDERED, that this judgment hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this judgment, the above-entitled proceedings be and the same hereby are settled and discontinued.

Dated: _____, 2024.

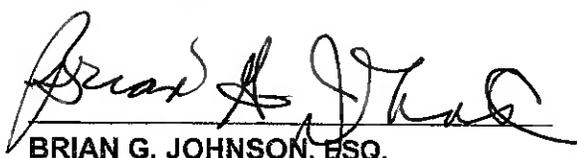
ENTER

HON. ANNE E. MINIHAN, J.S.C.

SIGNING AND ENTRY OF THE WITHIN JUDGMENT IS HEREBY CONSENTED TO:



ALDO V. VITAGLIANO, ESQ.
Aldo V. Vitagliano, P.C.
Attorneys for Petitioner
150 Purchase Street
Rye, New York 10580
(914) 921-0333



BRIAN G. JOHNSON, ESQ.
Corporation Counsel
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10550
(914) 665-2300

GABRIELLE P. HEFFERNAN, ESQ.
Ingerman Smith LLP.
550 Mamaroneck Avenue, Suite 209
Harrison, New York 10528
(914) 777-1134 (phone)
(914) 777-1955 (fax)



City of Mount Vernon, New York

Staff Report

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

File #: TMP -899

Agenda Date: 9/17/2024

Agenda #: 22.

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.:63530/18

PREMISES: 9 West Prospect Avenue
10 Fiske Place

PETITIONER: Lucas Building Company LLC

Map: 165.62 **Block:**1118 **Lot:** 13,14

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2018	2019	\$57,440	\$43,524	\$13,916	\$5,616.78
TOTAL:					\$5,616.78

Map: 165.62 **Block:**1116 **Lot:** 2

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2018	2019	\$44,875	\$36,620	\$8,255	\$3,331.88
TOTAL:					\$3,331.88

TOTAL REFUND: \$8,948.66 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY
BOARD OF ESTIMATE
AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk



City of Mount Vernon, New York

Staff Report

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

File #: TMP -900

Agenda Date: 9/17/2024

Agenda #: 23.

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.:62746/19
59191/20
61443/21
63801/22
65809/23

PREMISES: 9 West Prospect Avenue

PETITIONER: Lucas Building Company LLC

Map: 165.62 **Block:**1118 **Lot:** 13,14

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2019	2020	\$57,440	\$39,520	\$17,920	\$7,361.54
2020	2021	\$57,440	\$31,590	\$25,850	\$11,029.42
2021	2022	\$57,440	\$28,600	\$28,840	\$12,708.06
2022	2023	\$63,000	\$25,628	\$37,372	\$17,392.56
2023	2024	\$63,000	\$21,375	\$41,625	\$20,864.95

TOTAL REFUND: \$69,356.53 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY
BOARD OF ESTIMATE
AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk



City of Mount Vernon, New York

Staff Report

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

File #: TMP -901

Agenda Date: 9/17/2024

Agenda #: 24.

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.:62441/19
59063/20
60911/21
63409/22
65257/23

PREMISES: 17 MacQuesten Parkway, South

PETITIONER: 17 S MacQuesten Parkway

Map: 164.76 **Block:**1063 **Lot:** 25

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2019	2020	\$24,527	\$24,257	\$0	\$0
2020	2021	\$24,527	\$23,400	\$857	\$365.66
2021	2022	\$24,527	\$22,825	\$1,432	\$631
2022	2023	\$24,527	\$21,859	\$2,398	\$1,116.01
2023	2024	\$24,257	\$19,665	\$4592	\$2,301.79
				TOTAL	\$4,414.46

TOTAL REFUND: \$4,414.46 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY
BOARD OF ESTIMATE
AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk